FRANCHISE DISCLOSURE DOCUMENT

DOXA TALENT FRANCHISING LLC
an Idaho Limited Liability Company
9169 W. State St. #775
Garden City, ID 83714
(208) 609-4256
www.doxafranchising.com
www.doxatalent.com

We grant our franchisees the right to develop and operate a business that solicits, markets, offers and sells offshore talent, staff augmentation, and business process outsourcing solutions and related support services to businesses.

The total investment necessary to begin operation of a DOXA franchise is from $87,424 to $119,670. This includes $60,499 to $65,994 that must be paid to us or our affiliates.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Christina Chambers at 9169 W. State St., #775, Garden City, ID 83714; telephone (208) 609-4256.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 23, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only DOXA business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a DOXA franchisee?	Item 20 lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.

What You Need To Know About Franchising Generally

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, which requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State-Specific Addenda. See the Table of Contents for the location of the State-Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Idaho. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Idaho than in your own state.

2. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

3. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

4. **Sales Performance Requirement**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

Certain states may require other risks to be highlighted. Check the "State-Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

NOTICE REQUIRED
BY
STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months' advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from

exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is "DOXA Talent Franchising LLC." For ease of reference, we will be referred to as "DOXA," "we," or "us" in this Disclosure Document. The entity that buys the franchise will be referred to as "you" and "your" throughout this Disclosure Document. The owners of the entity franchisee must sign our "Guaranty and Assumption of Obligations," which means that all of our Franchise Agreement's provisions also will apply to your owners.

The Franchisor

We are an Idaho limited liability company formed on December 20, 2024, under the name DOXA Talent Franchising LLC. Our principal business address is 9169 W. State St., #775, Garden City, ID 83714. We have not operated any DOXA businesses. We began offering franchises in February 2025. We (directly or through an affiliate) will provide staff augmentation and business process outsourcing solutions to the client accounts acquired and managed by our franchisees. Otherwise, we are not engaged in any other business activities.

We operate under the name "DOXA®" and the other marks described in Item 13 (the "Marks").

Agents for Service of Process

Our agents for service of process are disclosed in Exhibit A.

Parents, Predecessors and Affiliates

We do not have any predecessors.

Our direct parent is DOXA Talent, Inc. ("Parent"), an Idaho corporation formed in December 2020 (as DOXA Talent, LLC and then converted to an Idaho corporation DOXA Talent, Inc. in April 2023). Parent has the same principal place of business as us. Parent is controlled by Amplio Corporation, a Delaware corporation formed in October 2003 ("Holding Company"), which is our indirect parent, with a principal business address of 2404 Bank Drive, Suite 310, Boise, ID 83705. Neither Parent nor Holding Company have ever offered franchises in any line of business. From November 2020 until December 2024, Parent operated a DOXA business similar to the DOXA business a franchisee will operate. Holding Company has never operated a DOXA business.

Our affiliate, DOXA Talent Operating, LLC was formed in December 2024 ("Operations"), at which time our Parent temporarily transferred its DOXA business operations to Operations for a short period of time (and subsequently transferred below). From December 2024 to January 2025, Operations operated a DOXA business similar to the DOXA business a franchisee will operate. Operations has the same business address as us. Operations will provide certain computer equipment and technology services to franchisees. Operations will also determine the Base Cost under each Client Account Agreement and will provide guidance to franchisees in the

form of a suggested role pricing list in connection with the franchisees' negotiation of Client Account Agreements. Operations does not currently operate a DOXA business.

Our affiliate, DOXA Development LLC, was formed in February 2025 ("Development"), at which time our Parent transferred its corporate Client Account Agreements to Development. Therefore, since February 2025, Development has operated a DOXA business similar to the DOXA business a franchisee will operate. Development has the same business address as us.

Our affiliate, Guidant Financial, Inc. ("Guidant Financial"), a Delaware corporation formed in October 2003, may offer certain optional franchise funding services (such as ROBS Arrangements and SBA Loans), 401k administration, payroll, bookkeeping and accounting services as well as certain optional financial advisory services to our franchisees. Its principal place of business is at 2404 Bank Drive, Suite 310, Boise, ID 83705. Guidant Financial has never operated a DOXA business.

Operations, Development and Guidant Financial have never offered franchises in any line of business.

The Franchise Offered

We grant our franchisees the right to develop and operate a business (the "Business") under the "DOXA" trademark that solicits, markets, offers and sells staff augmentation and business process outsourcing solutions and related support services to local business clients. These services are designed to help local businesses grow by connecting them with skilled professionals from around the world.

Before you can offer certain services to clients, you will need to undergo specialized training provided by us. You, we (DOXA Talent Franchising LLC) and each client will enter into a tri-party agreement ("Client Account Agreement") which will describe the roles and responsibilities of each party, including the division of responsibilities between you and us for the provision of services to the client. Your responsibilities will include marketing of the DOXA services to potential clients, solicitation of client accounts, negotiation of the financial terms of the Client Account Agreements and ongoing client support. We will collect payments from clients pursuant to the Client Account Agreements and will remit to you a percentage of the markup on such services as described in Item 6, and we will supply (directly or through an affiliate) the offshore talent, staff augmentation and/or business process outsourcing solutions to the client.

You must operate your Business under the DOXA System (the "System") featuring our operating systems, methods, policies and procedures as further defined in the Franchise Agreement. A copy of the Franchise Agreement is attached as Exhibit C to this Disclosure Document. You must adhere to the System standards in the operation of your Business.

Market and Competition

The market for outsourced staffing services and business process outsourcing is well developed and competitive. Your competitors will include other regional, national and

international companies that offer staffing and business process outsourcing services. The business is not seasonal.

Industry-Specific Regulations

There may be state and local laws and regulations applicable to your territory that will affect the establishment and operation of your Business. You must comply with all local, state, and federal laws that apply to the operation of your Business, including EEOC, OSHA, discrimination, employment, and sexual harassment laws. You also must comply with all Payment Card Industry (PCI) Data Security Standards. You should consult with an attorney concerning these and other local laws and ordinances that may affect your Business.

Item 2

BUSINESS EXPERIENCE

CEO: David Nilssen

Mr. Nilssen has been our CEO since our formation in December 2024 in Garden City, ID. Mr. Nilssen has also been the CEO of Operations since December 2024, and the CEO of Parent since November 2020 in Garden City, ID. From March 2003 until December 2021, he was the CEO for Guidant Financial in Boise, ID.

Chief Franchise Officer: Christina Chambers

Ms. Chambers has been our Chief Franchise Officer since our formation in December 2024 in Kenmore, NY. She has also been the Chief Franchise Officer for Operations since December 2024 and for Parent since August 2024, in Kenmore, NY. From December 2022 until May 2024, she was the Vice President, Operations & Project Management for REP'M Group in Cornelius, NC. From January 2022 until December 2022, she was the Chief Development Officer for Franworth in Ann Arbor, MI. From October 2019 until December 2021, she was the Chief Development Officer for InXpress Americas in South Jordan, UT.

Chief Financial Officer: Stephen Hosemann

Mr. Hosemann has been our Chief Financial Officer since our formation in December 2024 in Oakland, CA. Since March 2024, he has also been the CFO for Parent, and since December 2024 the CFO of Operations, in Oakland, CA. From March 2021 until January 2023, he was the CFO of Tiled, Inc. in San Diego, CA. From September 2020 until March 2021, he was the CFO of TheLoops in Oakland, CA. From December 2018 until July 2019, he was a finance consultant for various businesses in Oakland, CA.

Chief Operating Officer: Lauren Hoover

Ms. Hoover has been our Chief Operating Officer since our formation in December 2024 in Kansas City, MO. Since November 2020, she has also been the co-founder and COO for Parent,

and since December 2024 the COO for Operations, in Kansas City, MO. From August 2016 until December 2021, she was also the Chief of Staff for Guidant Financial in Bellevue, WA.

Chief Information and Technology Officer: Steve Gire

Mr. Gire has been our Chief Information and Technology Officer since our formation in December 2024 in Seattle, WA. He has also been the Chief Information and Technology Officer for Parent since November 2024 and for Operations since December 2024, in Seattle, WA. From July 2023 until November 2024, he was pursuing other opportunities. From May 2021 until July 2023, he was the Senior Vice President, Product and Platform Engineering at Sterling, Inc. in Independence, OH. From September 1999 until March of 2020, he was the VP of Technology for Blue Nile, Inc. in Bellevue, WA.

Head of Marketing: Maureen Birdsall

Ms. Birdsall has been our Head of Marketing since our formation in December 2024 in Lafayette, CA. She has also been the Head of Marketing for Parent since October 2023 and for Operations since December 2024, in Lafayette, CA. From May 2019 until October 2023, she was the creative director and owner of DateBox Club in Lafayette, CA. From January 2019 until October 2023, she was also the creative director and owner of Birdsall Interactive.com in Lafayette, CA.

Senior Director of Franchise Sales: Damon Crandall

Mr. Crandall has been our Senior Director of Franchise Sales since January 2025 in Garden City, ID. From February 2024 until December 2024, he was a Franchise Development Director with Grand Welcome in Incline Village, Nevada. From June 2023 until February 2024, he was pursuing other opportunities. From July 2020 until May 2023, he was a Director of Franchise Development with UNITS Franchising Group, LLC in Charleston, SC. From January 2013 until July 2020, he was a Director of Franchise Recruitment with Pillar To Post Home Inspectors in Tampa, FL.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

Initial Franchise Fee

Upon execution of your Franchise Agreement, you will pay us an Initial Franchise Fee of $60,000. The Initial Franchise Fee is paid in full at the time you sign the Franchise Agreement, is fully earned upon receipt, and is nonrefundable.

If you are an existing DOXA franchisee in good standing and you have operated your existing DOXA franchised business for at least six months, you may purchase an additional DOXA franchise for a reduced Initial Franchise Fee of $30,000, assuming you otherwise qualify to purchase such additional franchise.

We will reduce the Initial Franchise Fee by 15% if you are an honorably discharged U.S. military veteran, you are new to the DOXA franchise system, and the majority owner of the franchisee.

During the last fiscal year, we collected initial franchise fees ranging from $0 (we waived the franchise fee for a former corporate employee and one referral partner as a one-time occurrence for each that is not generally available) and $60,000.

As part of the Initial Franchise Fee, we will provide you one laptop computer that you will be required to use in the operation of your Business.

Initial Tech & Marketing Services Fee

You must pay us the first month's Tech & Marketing Services Fee of $499 prior to the launch of your Business. This amount is paid upon the signing of the Franchise Agreement and is nonrefundable. For this fee, we will set up all of the required software onto the laptop computer that we will provide to you as part of the Initial Franchise Fee.

Referral Fee

As of the date of this Disclosure Document, we offer a referral incentive program that pays $15,000 to an existing franchisee who directly refers a candidate to us who becomes a DOXA franchisee in a new location (not as a part of a transfer) within 6 months of the date of the referral. The incentive payment is only paid with respect to the first franchise purchased by the referred new franchisee and other limitations apply. We may change or eliminate this program at any time without notice. Franchisees participating in the referral program are not our sales agents.

Optional ROBS Program Set-Up Fee

Our affiliate, Guidant Financial, offers optional financial advisory services to franchisees, consisting of assistance with a Rollover for Business Startups or 401(k) business financing ("ROBS"). This method of funding allows an individual to invest their own retirement funds into

a franchise without taking a taxable distribution or receiving a loan. ROBS can be used to purchase or invest in an existing business or a franchise. The cost of the ROBS program through Guidant Financial includes an initial non-refundable set-up fee of $5,495, which is paid to Guidant Financial prior to the franchisee's execution of the Franchise Agreement.

Item 6

OTHER FEES

Type of Fee (1)	Amount	Due Date	Remarks
Markup Share (2) (3)	60% of Markup	15th day of each month for amounts received by us from clients the previous month	We will receive monthly Client Rate from clients under the Client Account Agreements. We will subtract Base Rate from the Client Rate to arrive at a Markup. We will retain 60% of the Markup (the "Markup Share") and will pay you the remaining 40% of the Markup. You will establish and negotiate the Markup amount when setting and negotiating prices for services under each Client Account Agreement. You will receive guidance from Operations in the form of a suggested role pricing list. Operations will determine the Base Rate under each Client Account Agreement.
Local Advertising, Marketing and Promotional Expenditures (4)	$1,000/month	as incurred	You must spend at least $1,000 per month on the promotion of your Franchised Business within your Primary Marketing Area (PMA).
Tech & Marketing Services Fees (5)	$499/month for one person access; additional logins $325 per person per month	Monthly	This fee will grant you access to the various software that we require you to use in connection with the operation of your Business, which currently includes our customer relationship management (CRM) software, including applicant tracking system (ATS); learning management system (LMS); VOIP phone system; Adobe; Microsoft 365, limited email and file storage platforms; and cybersecurity software; and other software items as we may from time to time specify.

Type of Fee (1)	Amount	Due Date	Remarks
			Included in this fee are related digital marketing services that we will provide to you as well as our ongoing support for the software we provide to you, including updates to such software. You must coordinate any repairs or replacement of the initial laptop with our affiliate Operations, but any repairs will be provided by third-party vendors you select, and any repairs or replacement will be at your sole cost. We may change and/or add to the required software from time to time. We may increase this fee but not by more than 20% annually, in addition to any increases or other changes to this fee to reflect changes in the software included and/or to pass through any third-party vendor cost increases.
Conference Fee	Our then-current conference fee, not to exceed $1,500	When invoiced	You will be debited automatically from your bank account by ACH or other means designated by us. Payable to us to help defray the cost of your attendance at the annual meeting that we choose to hold. This fee is due regardless of whether or not you attend our annual meeting in any given year. We may hold the conference in an international location. This fee does not include your travel and incidental expenses that you will incur (at your own cost) when attending the conference.
Transfer Fee	$10,000	Prior to completion of transfer	Payable if we approve your transfer request and due prior to new Franchisee signing our then-current Franchise Agreement. For convenience of ownership, if we permit you to sign the Franchise

Type of Fee (1)	Amount	Due Date	Remarks
			Agreement as an individual, you may then transfer your Franchise Agreement to an entity that you control without paying us a transfer fee; however, you must still obtain our prior written consent and pay us any other amounts due and provide us with documentation supporting your ownership structure.
Renewal Fee	$1,000	Upon signing the renewal franchise agreement for a successor term	Payable to us if you wish to renew your franchise and we approve your renewal request for an additional 5-year term and upon signing our then-current franchise agreement.
Additional Attendees During Initial Training	Currently $500 per person	Due before initial training	Incurred for additional training attendees beyond the two included in your Initial Franchise Fee or if it becomes necessary for us to re-train any individual. This fee is exclusive of travel expenses. We may increase this fee in the future but not by more than 20% annually.
Local and Regional Advertising Cooperatives	Currently none. May be established by cooperative members	As established by cooperative members	We currently do not have any advertising cooperatives, but we reserve the right to establish them.
Operations Non-Compliance	$750 per occurrence	14 days after invoice date	Payable for failure to comply with operational standards as required under the Franchise Agreement, plus inspection and re-inspection costs incurred by us.
Payment Non-Compliance	$150 per occurrence	14 days after date of invoice	Payable for failure to timely pay, when due, a fee or payment due to us under the Franchise Agreement, plus our costs and legal fees.
NSF Check Fee or Failed Electronic Fund Transfer	$50 per violation	As incurred	Payable if your bank account possesses insufficient funds and/or fails to process a payment or transfer related to a fee due from you to us.
Quality Assurance Audit Expenses	Cost of audit or inspection, up to $500	As incurred	Payable if we engage a third party to perform periodic quality assurance audits, including mystery shopper programs, due to your failure to maintain the Minimum Performance Standard identified in Item 12.

Type of Fee (1)	Amount	Due Date	Remarks
Collections	Will vary under circumstances	As incurred	For costs and expenses incurred by us in collecting fees due to us, and/or to enforce the terms of the Franchise Agreement or a termination of the Franchise Agreement. Includes costs and expenses of re-inspections required by quality assurance audit.
Legal Fees and Expenses	Will vary under circumstances	As incurred	Payable upon your failure to comply with the Franchise Agreement, or if you fail to prevail in litigation or arbitration against us related to the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for any claims arising from your operation of your DOXA Business.
Insurance Costs (6)	Actual cost of insurance premium, plus a fee of 20% of the premium to cover our costs	As incurred	You must be fully covered in all areas of operating your Business. If you do not procure and maintain the required insurance coverage, we may, but are not required to, procure insurance coverage on your behalf and charge the costs to you plus 20% of the premium as an administrative cost of obtaining the insurance.
Management Fee	Will vary under circumstances, up to 20% additional share of the Markup, plus our expenses	As incurred	Payable if we choose to temporarily step in and operate your franchise because of your inability to do so due to your death or disability.
Optional Accounting Services Fees	$650	Monthly	We recommend that you use QuickBooks or another accounting software and/or engage a third-party accountant to provide you with accounting and bookkeeping services. You may engage our affiliate Guidant Financial for these services. If you do so, you will pay this fee to Guidant Financial.
Optional ROBS Program Administration Fees	$149 – $169	Monthly	If you engage our affiliate Guidant Financial to assist you with a ROBS (Rollover for Business Startups or 401(k) business financing), you will pay this fee to Guidant Financial for administration of the rollover account. See also Item 5.

Notes:

(1) You will pay all fees to us unless otherwise noted. All fees are non-refundable and uniformly imposed unless otherwise noted.

(2) "Client Rate" means the monthly fee paid by client under a Client Account Agreement with respect to each person filling a position with the client under the Client Account Agreement. Client Rate specifically excludes Pass-Through Costs. Client Rate also excludes sales taxes, if any, which are collected from clients and paid to the appropriate taxing authority.

"Base Rate" means the fully loaded cost incurred by us (i.e., DOXA Talent Franchising LLC and its affiliates) in providing the services under a Client Account Agreement, including, without limitation, all compensation and benefits paid by us to each person filling a position with a client or otherwise providing services to a client on behalf of us or the Business, including all occupancy costs, separation costs, mark-ups, infrastructure fees, cost of equipment, subscription fees, subsidies, incidental benefit costs and all taxes and all other fees, charges and assessments imposed by any governmental authority. Base Rate specifically excludes Pass-Through Costs.

"Pass-Through Costs" means costs that a client agrees to incur with respect to each person filling a position with the client under a Client Account Agreement, which are in excess of the Base Rate, which are separately identified on the client invoice and to which no Markup is applied. Pass-Through Costs include, without limitation, overtime, bonuses, client purchases on behalf of the offshore talent, meals provided to talent, and talent travel expenses.

(3) We will receive all payments of the Client Rate from a client under a Client Account Agreement. We will subtract the applicable Base Rate from such Client Rate to determine the Markup. We will retain 60% of the Markup as our Markup Share and will remit the remaining 40% of the Markup to you.

You will establish the Markup for each service provided under a Client Account Agreement when you negotiate the financial terms of the Client Account Agreement with the client. The prices you set under each Client Account Agreement must exceed the applicable Base Rate of the services offered. Such excess will be the Markup which you will split with us as described above in this Note 3.

(4) You are not required to pay us any marketing fees; however, you must spend this amount each month on local marketing activities in your PMA.

(5) You must use in the operation of your Business the software that we from time to time specify. Currently, we provide you all of the required software in return for this fee. This fee also includes related digital marketing services that we will provide to you as well as support and maintenance on the required software. We may change the software that we require you to use and/or require you to use additional software. Changes and/or additions to the required software may result in an increase to this fee to reflect the cost of the new/different software.

(6) Insurance includes all risk or all peril coverage, business interruption insurance, comprehensive general liability insurance, workers' compensation insurance, and other forms of insurance we require. All liability policies must name us as an additional insured. You must deliver to us upon commencing operation of your Business, and then annually or at our request, a proper certificate evidencing the existence of the required insurance coverage. See also Item 8 regarding our insurance requirements.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Initial Franchise Fee (1)	$60,000	Lump Sum	Upon signing Franchise Agreement	Us
Furniture and Fixtures (in-home office) (2)	$500 – $1,500	As incurred	As incurred	Suppliers
Computer & Software Fees (3)	$499 – $1,275	As incurred	As incurred	Us, suppliers
Rent (office outside of home, 3 months) (4)	$0 – $3,000	As agreed to	As incurred	Third parties
Insurance Deposits and Premiums (5)	$1,000 – $3,000	As billed	As incurred	Insurance agents or carriers
Pre-opening Travel Expenses (6)	$1,650 – $3,300	As incurred	As incurred	Third parties
Legal and Accounting Fees	$3,000 – $6,000	As incurred	As incurred	Third parties
Business Permits and Licenses (7)	$250 – $1,000	As billed	As incurred	Third parties
Office Supplies (8)	$25 – $100	As incurred	As incurred	Suppliers
Grand Opening Advertising (9)	$2,500 – $10,000	As incurred	As incurred	Third parties
Optional ROBS Program	$0 – $5,495	Lump sum	Prior to signing Franchise Agreement	Our affiliate
Additional Funds –12 months (10)	$18,000 – $25,000	As billed	As incurred	Various
Total Estimate	$87,424 – $119,670			

Notes:

*We do not offer direct or indirect financing to franchisees for any items. Except where otherwise noted, all amounts that you pay to us are non-refundable. Third-party suppliers will decide if payments to them are refundable.

(1) Initial Franchise Fee. The Initial Franchise Fee is $60,000, as described in Item 5. If you are a qualified existing DOXA franchisee or a U.S. military veteran, we will reduce the Initial Franchise Fee as noted in Item 5.

(2) Furniture and Fixtures. If you don't already own one, you must obtain an office desk and chair.

(3) Computer and Software Fees. We will provide you with one laptop at no cost to you. You will pay us a monthly Tech & Marketing Services fee, for which we will provide you the software needed for the operation of your Business (currently our CRM, ATS, LMS, VOIP phone system, Adobe, Microsoft 365, and cybersecurity software) as well as related digital marketing services and our ongoing support for the laptop and the required software and updates for such software. You will pay the first month's Tech & Marketing Services fee to us prior to the launch of your Business. You may also obtain optional marketing technology services such as dripify, Sales Navigator, ZoomInfo and other AI services from third-party vendors for additional fees. The lower end of the estimate assumes that you will only obtain the required software and pay us the Tech & Marketing Services fee. The higher end of the estimate assumes that you will also obtain the optional marketing technology services. Laptops beyond the one provided may be procured through our affiliate Operations at an additional cost (currently $1,000 – $2,000 per laptop). The required computer system is described in more detail in Items 6, 8 and 11.

(4) Rent. A DOXA franchise is typically operated from a home-based office. If you decide to operate from a space outside of your home, we suggest a shared professional executive suite or similar co-working arrangement. The lease rate and required deposit may vary considerably based on your location in the country.

(5) Insurance. You must obtain and maintain the insurance coverage we require as described in Item 8 and satisfy all other insurance-related obligations.

(6) Training Expenses. We will not charge you a fee for up to two persons to attend our initial training program. You, however, must pay for transportation and expenses for food and lodging while attending training, typically held in Boise, Idaho. The total cost will vary, depending on the number of people attending, how far you travel, and the type of accommodations you choose. The amount in the table represents the estimated costs and expenses you will incur for you and one additional person to attend our initial training program.

(7) Business Permits and Licenses. You must establish an entity that will own and operate the DOXA Business. Local government agencies typically charge fees for business licenses. Depending on your local and state laws, you may also have to pay certain taxes and fees based on your entity type. Your actual costs may vary from the estimates based on your location in the country.

(8) Office Supplies. Office supplies include business cards, stationery, and miscellaneous office supplies.

(9) Grand Opening Advertising. You will be required to spend at least $2,500 within the first 3 months of signing the Franchise Agreement on marketing your DOXA Business

including, but not limited to, preparing your marketing plan, purchasing local business lead lists, joining business networking groups, and attending local business networking events.

(10) Additional Funds. The estimate of additional funds is for the first-year start-up phase of your DOXA Business, not including any salaries or draw for the franchisee. Our estimates are based on our affiliate's experience in operating a corporate DOXA business. This range includes the estimated costs of local advertising, marketing and promotional expenditures (outside of the Grand Opening Advertising) and Tech & Marketing Services Fees for the first 12 months of operation. The high end of the range also includes the cost of optional marketing technology services for the first 12 months of operation. The estimate does not include any payroll expenses as we do not anticipate a franchisee hiring employees during the first 12 months of operation.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to ensure a uniform image and uniform quality of products and services throughout the DOXA System, you must maintain and comply with our quality and system standards. You must equip and operate your Business according to our then-current approved design, specifications and standards. You also must use signage, products, supplies, equipment and marketing materials that meet our specifications and standards.

Designated Sources

You may be required to purchase certain products and supplies only from us, or our required suppliers as noted in this Item 8. From time to time we, an affiliate or a third-party vendor or supplier may be the only approved supplier for certain products. You will pay the then-current price in effect for all purchases you make from us, our affiliate or any third-party vendor we designate. As of the date of this Disclosure Document, you must use in the operation of your Business the laptop computer that we provide to you (its initial cost is included in the Initial Franchise Fee) as well as the software we load onto the laptop.

Approved Supplies and Suppliers

We provide you with a list of approved manufacturers, suppliers and distributors ("Approved Suppliers List") and approved inventory products, equipment, supplies and other items or services necessary to operate the Business ("Approved Supplies List"). The Approved Supplies List may specify a required manufacturer or supplier of a specific product or service. We reserve the right to designate a required source of supply for certain products and services, and we or an affiliate may be a required source.

The lists also may include other specific products without reference to a particular manufacturer or supplier, or they may set forth the specifications and/or standards for other approved products or services. We may revise the Approved Suppliers List and Approved Supplies List. We give you the approved lists as we deem advisable. We generally do not give these lists to approved suppliers.

Except where we identify a sole supplier source, if you propose to use in the operation of your Business any product or supply which has not yet been approved by us as conforming to our specifications and quality and system standards and/or from a supplier not yet approved in writing by us, you must first notify us in writing and must submit to us, upon request, sufficient information, specifications, and samples so that we can determine whether the item or service complies with System standards or the supplier meets our supplier criteria. We will provide you with written approval or disapproval within a reasonable time period (typically 30 days). You may not use any product, supply, or material that we have not approved. We do not make our criteria for approving suppliers available to franchisees.

Supplier approval will depend on product or service quality, delivery frequency and reliability, service standards, financial capability, client relations, concentration of purchases with limited suppliers to obtain better prices and service, and/or a supplier's willingness to pay us or our affiliates for the right to do business with our System. We may inspect or re-inspect the facilities and products of any approved supplier and revoke our approval if the supplier fails to continue to meet our criteria and specifications. As a condition of approval, you and/or any supplier must reimburse us for all costs and expenses incurred by us associated with any testing, including travel and lodging expenses incurred where we deem it necessary to visit a supplier's facilities.

David Nilssen, our CEO, owns an indirect interest in the Franchisor, which is a sole supplier of the laptop and the required computer software. David Nilssen also owns an ownership interest in our affiliate, Guidant Financial, which may provide optional financial advisory services and/or accounting/bookkeeping services to franchisees.

You must carry insurance policies protecting you, us and our affiliates. You must purchase and maintain a policy or policies of comprehensive public liability insurance covering all Business assets, personnel, and activities on an occurrence basis with a combined single limit for bodily injury, death, or property damage of not less than two million dollars ($2,000,000) but no less than $1,000,000 per occurrence (including Products/Completed Operations and Personal Injury and Advertising Injury). In addition, our current minimum insurance requirements include (i) motor vehicle liability coverage, combined single limit in the amount we specify, up to $2,000,000 but no less than $1,000,000, on each owned, non-owned or hired vehicle used in connection with the Business; (ii) professional errors and omissions coverage of not less than one million dollars ($1,000,000); (iii) workers' compensation coverage with minimum coverage as required by law; (iv) business interruption insurance in an amount sufficient to cover salary or wages of key personnel, and other fixed expenses; (v) casualty insurance in a minimum amount equal to the replacement value of your interest in your Business furniture, fixtures, and equipment; and (vi) such other insurance as from time to time required by us, under applicable law and under other agreements applicable to your Business. Additional insurance requirements may be set forth in the Operations Manual. We may increase the minimum coverage requirement annually if necessary to reflect inflation or other changes in circumstances. If you have employees, you must maintain policies of workers' compensation insurance, disability insurance, and any other types of insurance required by applicable law.

We must be named as an additional insured on all liability policies and severability of interests or separation of insureds provisions must be included in the liability policies and all policies must be primary and non-contributing with any insurance policy carried by us. You must also carry any other such insurance coverages or amounts as required by law or other agreement related to the Business. We may from time to time modify the required minimum limits (including an increase to the umbrella policy) and require additional insurance coverages by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the DOXA System, standards of liability and higher damage awards.

You must deliver to us upon commencing business, and then annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the insurance requirements. The insurance certificate must show our status as an additional insured and provide that we will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. If you do not procure and maintain the required insurance coverage (including any modifications referenced in the preceding sentence), we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice.

Although we require certain insurance coverage and have recommended other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets. You should therefore consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Business.

We and our affiliates reserve the right to receive rebates or other consideration from suppliers in connection with your purchase of goods, products and services. Most of these payments will be calculated on an amount based on products or services sold. We will retain and use such payments as we deem appropriate or as required by the vendor. Since we just launched our franchise program, prior to and as of the date of this Disclosure Document, neither we nor our affiliates have received any rebates or other payments from any of our required or approved suppliers. We also may derive revenue from items or services that we or affiliates sell directly to you by charging you more than our or their cost. Prior to and as of the date of this Disclosure Document, neither we nor our affiliates have received any such revenue.

We may negotiate prices for numerous products for the benefit of the System but not on behalf of individual franchisees. Currently, there is no purchasing or distribution cooperative, but we reserve the right to create a cooperative and require you to participate. We may receive volume discounts for the System, which we will pass through to our franchisees. Beyond these discounts, we do not provide material benefits to you because of your use of approved suppliers.

You can expect items purchased or leased in accordance with our specifications will represent approximately 1% to 5% of total purchases you will make to begin operations of the business and 5% to 10% of the ongoing costs to operate the business.

Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Item in Disclosure Document
(a) Site selection and acquisition/lease	Sections 2A and 5A	Items 7 and 11
(b) Pre-opening purchases/leases	Sections 5A, 6B and 8A	Items 5, 6, 7 and 8
(c) Site development and other pre-opening requirements	Section 5A	Items 7, 8 and 11
(d) Initial and ongoing training	Sections 6B and 6C	Items 6 and 11
(e) Opening	Section 2A	Items 5 and 11
(f) Fees	Section 8	Items 5, 6 and 7
(g) Compliance with standards and policies/operations manual	Section 5G	Items 6, 7, 8, 11, 14 and 16
(h) Trademarks and proprietary information	Sections 3A-3E	Items 13 and 14
(i) Restrictions on products/services offered	Sections 5B and 5C and 6A-6C	Items 6, 7, 8, 11 and 16
(j) Warranty and customer service requirements	Section 5K	Items 6 and 11
(k) Territorial development and sales quotas	Sections 2B and 2D	Item 12
(l) Ongoing product/services, purchases	Sections 5B and 5C	Items 6, 7 and 8
(m) Maintenance appearance and remodeling requirements	Section 5L	Items 8 and 11
(n) Insurance	Section 9C	Items 6, 7 and 8
(o) Advertising	Sections 7A-7D and 8C	Items 6, 7 and 11
(p) Indemnification	Section 9B	Not Applicable
(q) Owner's participation/management/staffing	Sections 6A-6E	Items 11 and 15
(r) Records and reports	Sections 8G and 8H	Item 11
(s) Inspections/audits	Sections 5F and 8G	Items 6 and 11
(t) Transfer	Sections 10A-10G	Items 6 and 17
(u) Renewal	Section 4B	Items 6 and 17
(v) Post-termination obligations	Sections 9D and 13	Item 17
(w) Non-competition covenants	Section 9D	Item 17
(x) Dispute resolution	Sections 11A-11D	Item 17

Obligation	Section in Agreement	Item in Disclosure Document
(y) Other	Not Applicable	Not Applicable

Item 10

FINANCING

We do not offer any direct or indirect financing. We do not guarantee your note, lease or other obligation.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance

Before you commence operation of the Business, we will:

1. Provide you with our standards and specifications for your Business and the authorized services you will deliver to clients. (Franchise Agreement—Sections 5.A, 5.B and 8.B.)

2. Provide you with the Approved Supplies and Approved Suppliers Lists. (Franchise Agreement—Section 5.C.)

3. Provide you with an electronic copy of the Operations Manual, the current table of contents of which is in Exhibit D. (Franchise Agreement—Section 6.I.)

4. Provide the initial training program described below. (Franchise Agreement—Section 6.B.)

Post-Opening Assistance

During your operation of the Business, we will:

1. Provide updates to the Approved Supplies and Approved Suppliers Lists. (Franchise Agreement—Section 5.C.)

2. Make periodic visits to your Business as we reasonably determine necessary to provide consultation and guidance. We will advise you of any problems arising out of the operation of your Business as disclosed by the report or by our inspection. (Franchise Agreement—Section 5.F.)

3. Periodically offer refresher training courses as we determine necessary and require you to attend. (Franchise Agreement—Section 6.C.)

4. We may make suggestions to you with regard to your pricing policies. In addition, we have the right to negotiate strategic account arrangements, including pricing which will bind all DOXA businesses providing services to such accounts. Although you generally have the right to establish prices and gross margins for the services you provide, we reserve the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law. (Franchise Agreement—Section 5.K.)

Site Selection

We determine your PMA (in accordance with the criteria described in Item 12) and include a description of it in Schedule A to the Franchise Agreement before we deliver the Franchise Agreement to you for execution. You select the site for your Business. As we don't approve your site, we have no site approval factors. You can operate the Business out of your home office. We do not assist you in connection with selecting and securing a site for your Business as it is your responsibility to find a site, although the site you select must be in your PMA and you must notify us of the address for your Business prior to attending training or commencing any business operations. In certain circumstances, we may approve your site to be physically located outside your PMA. There is no time limit for us to approve a site and no consequences if we cannot agree on a site, as you likely will start to operate the Business out of your home office.

Time of Opening

The typical length of time between the signing of the Franchise Agreement and the commencement of business for a DOXA Business is one to two months. You may not commence operations until (1) you complete pre-opening training to our satisfaction; (2) you pay the Initial Franchise Fee and other amounts then due to us; (3) you obtain all necessary licenses, permits and authorizations; (4) you give us certificates for all required insurance policies; and (5) we approve the commencement of operations. Factors that may affect this timing are any pre-existing obligations you may have, your completion of training, and your ability to secure financing (if applicable). Your Franchise Agreement requires you to commence business operations within 90 days of signing of the Franchise Agreement.

Marketing

We do not have an obligation to conduct advertising for the franchise system. If we elect to advertise, we may use any advertising media we choose and we may elect for the media coverage to be local, regional or national. We may engage third-party advertising, marketing and promotional agencies to develop advertising materials and campaigns for us. We are not obliged to spend any amount on advertising in your PMA.

We do not have an advertising fund, and you do not have an obligation to participate in any advertising fund.

You must spend at least $2,500 within the first 3 months of signing the Franchise Agreement on marketing your DOXA Business including, but not limited to, preparing your marketing plan, purchasing local business lead lists, joining business networking groups, and attending local business networking events. Thereafter, you must spend a minimum of $1,000 per month on approved local marketing activities. You must obtain our written approval of all promotional and marketing materials prior to their use. You must submit the materials to us via email and we will endeavor to approve (or disapprove) all such submissions within 5 business days.

Although we do not currently do so, we reserve the right to require advertising or marketing cooperatives to be formed, changed, dissolved or merged in our sole determination. If established, you must direct your local advertising expenditures to the advertising cooperative.

As of the date of this Disclosure Document, we do not have an advertising or marketing council.

Computer System

Hardware and Software Requirements

You must obtain and use in your Business the computer system that we from time to time require. The required computer system includes the following hardware and software applications, for which you will pay us a monthly Tech & Marketing Services Fee (currently $499/month for the first user and $325/month for each additional user; this fee also includes ongoing support from us on the required software, such as troubleshooting, software updates, and cybersecurity measures for the provided software systems):

Hardware: a laptop computer, pre-configured for Business use. We will provide you your initial laptop computer at no additional cost (as part of the Initial Franchise Fee). You must purchase any replacement laptop from Operations at your sole cost (currently $1,000 – $2,000, depending on which laptop you select).

Software Applications and SaaS Tools:

- Customer Relationship Management (CRM) Software with Applicant Tracking System (ATS);
- Learning Management System (LMS);
- VoIP Phone System, serviced via Microsoft Teams, with licensing provided by us;
- Adobe Acrobat Pro and Acrobat Sign, providing tools for managing documents and securing digital signatures; and
- Microsoft 365 license, including email, file storage, Teams for voice and video communication, and the full suite of Microsoft productivity applications.

The initial cost of the computer system is $499 to $1,275, depending on the configuration of hardware, software, and any optional marketing tools you select.

We may, from time to time, update or expand the required software and reserve the right to adjust the monthly Tech & Marketing Services Fee (not more than by 20% annually, in addition to changes to the fee to reflect changes in software platforms and/or third-party vendor costs) as noted in Item 6. You must comply with any such new or updated computer system requirements. There is no contractual limitation on the frequency or cost of this obligation.

System Use and Reporting Requirements

You must use the required computer system and tools to record all revenue-related processes, operations, and sales within your Business. The computer system is designed to generate essential reports on billing, contracts, business analysis, and sales performance while supporting digital marketing and customer outreach efforts.

You are solely responsible for operating and maintaining the computer system, except that we have a contractual obligation to provide software support services to you for the required software, which support services are covered by the monthly Tech & Marketing Services Fee as explained above in this Item 11. Otherwise, there are no contractual limits on the frequency and cost of your obligation to maintain, upgrade and update the computer system in conformance with our directives. If repairs to or replacement of the laptop are necessary, you must work with our affiliate Operations to coordinate repairs (which will be done by third-party vendors you select) or replacements at your expense.

Licensing and Proprietary Software

You may be required to license proprietary software from us, an affiliate, or a third party, and may also be responsible for any associated licensing or usage fees. All rights, titles, and interests in such proprietary software will remain exclusively with the licensor.

Data Access and Connectivity

We reserve the right to access the computer system remotely to retrieve, analyze, and use all software, data, and files stored on the hardware. This access will be conducted as necessary from other locations to ensure compliance and operational standards. There are no contractual limits upon our right to access the information.

You must retain and report all data and information as designated in the Operations Manual, using approved SaaS tools or other specified methods. An active and reliable internet connection is essential for accessing these tools, maintaining compliance, and ensuring uninterrupted Business operations and must be acquired and maintained by you at your cost.

Training

Before you commence operation of your Business, we will train you and one additional person. Your Designated Owner and anyone who will engage in direct client acquisition and account management tasks, as applicable, must attend our training program. We will provide approximately 5 business days of training (although the specific number of days depends on our opinion of your experience and needs) in Boise, ID, or another location we designate. This initial

training is included as part of the Initial Franchise Fee. You must attend and complete training to our satisfaction. The training program will be conducted on an as-needed basis as franchisees become ready to commence business operations (We typically schedule training four (4) to six (6) times a year, approximately every eight (8) to twelve (12) weeks).

Additional people beyond the first two may attend initial training if you pay our then-current training charge for each additional person (currently $500 per person). You also must pay for all travel and living expenses that you and your employees incur and for your employees' wages and workers' compensation insurance while they attend our initial training program.

Training will occur after you sign the Franchise Agreement. You must complete the training to our satisfaction before you may commence operations of the Business. If you do not successfully graduate from our training program, you will have to attend the entire program again at your cost before opening the Business. As of the date of this Disclosure Document, we provide the following training:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of on-the-Job Training	Location
Introduction	10	-	Boise, ID
Marketing	8	-	Boise, ID
Sales and Operating Procedures	16	10	Boise, ID / virtual
Financial Management	3	10	Boise, ID / virtual
Review	3	10	Boise, ID / virtual
Total	**40**	**30**	

David Nilssen will be the primary training instructor. Mr. Nilssen has 23 years of experience relevant to the subjects he teaches with 5 years of that with us and our affiliates. Mr. Nilssen has responsibility for our training staff, consisting of Christina Chambers, Jason Metteer, Michael Ross and Ralph Nilssen who have the following experience:

Instructor	Years of Experience with Us/Affiliates	Years of Experience in Industry/Subject Matter
Christina Chambers	1.5	25
Jason Metteer	1	12
Michael Ross	6	28
Ralph Nilssen	0.5	23

The Operations Manual will be used as the principal instructional material.

We will also provide up to 40 hours of additional virtual sales assistance training and support after you complete the initial training program. You and/or other previously trained and experienced employees must attend and satisfactorily complete various training courses that we periodically provide at the times and locations we designate. In addition to attending these courses, you must attend any annual meeting of all franchisees which we sponsor at a location we

designate. We will not require attendance at the annual meeting for more than three days during any calendar year. You are responsible for all related travel and living expenses and wages. As of the date of this Disclosure Document, the location, duration, frequency and content of any additional training program we may require is unknown. Generally, this additional training will be available on an "as-needed" basis depending on new product and services introduction, and the availability of training locations.

Operations Manual

The Table of Contents of the Operations Manual, together with the number of pages in each Section and the total number of pages (140), is included in Exhibit D.

Item 12

TERRITORY

A territory (referred to as the Primary Market Area or "PMA") will be identified in Schedule A to the Franchise Agreement when you sign it, in which PMA you will direct your primary marketing efforts. The PMA will consist of a geographic area designated by zip codes, which includes at least 1,000 businesses, each with a minimum of 20 employees (each, a "Qualified Business"). The number of Qualified Businesses in your PMA will be determined in the aggregate and will be calculated using GbBIS or a comparable platform. During the term of the Franchise Agreement and provided that you are in compliance with the terms and conditions of the Franchise Agreement, we will not modify the PMA without your written permission.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

You may operate the Business from any location within your PMA (including your home office). We do not approve the office location of your Business so long as it is within your PMA. In certain circumstances, however, we may approve your Business site to be physically located outside your PMA. You are free to relocate your Business office within your PMA as long as the office location is within your PMA (unless we approve in writing an exemption to that requirement).

During the term of the Franchise Agreement, provided that you are not in default of your obligations to us or our affiliates and except as to our reserved rights outlined below, we will not open and operate, and we will not grant another franchisee the right to open and operate, a DOXA business with a physical office geographically located within your PMA. However, you are not prohibited from seeking customers in any geographic area; provided that you follow our client acquisition policies and procedures outlined in the Manuals, which we may modify from time to time. You may follow up on leads and accept client engagements regardless of whether such leads or engagements originate from inside or outside of your PMA, and you have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing, to solicit sales outside of your PMA, although we will restrict your right to conduct direct marketing (i) with respect to accounts already assigned to other franchisees or our affiliates as provided in

our client acquisition policies and procedures; and (ii) in the PMA of another franchisee in the System. Other DOXA franchisees may provide services in your PMA; however, we may limit who franchisees can provide services to through our client acquisition policies and client management tools.

The client acquisition policies and procedures also will include provisions regarding when franchisees will be allowed to solicit or accept work within another franchisee's PMA if a client within their PMA has sites within the PMAs of other franchisees and the franchisee complies with our client management rules, which include instances where businesses have locations, offices or branches in multiple territories in which case the franchisee whose territory includes the "controlling" business will be the franchisee that provides the services to all locations, offices or branches of that business even if within the territories of other franchisees or our corporate or affiliate locations. The client acquisition policies and procedures will include provisions regarding protected leads and accounts where we will allow franchisees, using the client management tools, to identify and protect a certain number of leads they are actively working or clients with whom they are actively engaged. We may modify and change those policies and procedures from time to time on written notice to you. We may establish an E-commerce or similar program to obtain leads or engagements over the Internet directly or indirectly from clients, and we may direct the leads or sales to you or to another franchisee without regard to whether or not the lead or client is located inside your PMA.

We and our affiliates retain all rights that are not expressly granted to you under the Franchise Agreement. We (and our affiliates) reserve the right, among other things, on any terms and conditions we deem advisable, without compensation to you or any franchisee, and without granting you any rights therein, to:

(i) establish and/or license others to establish franchised or company- or affiliate-owned DOXA businesses at any physical office geographically located outside the PMA regardless of the proximity of such location to the PMA;

(ii) merge with, acquire or become acquired by ("Merger/Acquisition Activity") any businesses, including competitive businesses, which businesses operate under trademarks other than the DOXA Marks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your DOXA Business, and which may be located anywhere inside or outside the PMA;

(iii) sell and distribute for ourselves and/or license others to sell and distribute, within and outside the PMA, products or services that are the same as or different from the products and services offered from your DOXA Business, and which are offered and distributed under marks different than the Marks; and

(iv) use alternative channels of distribution, including the Internet, within and outside the PMA, to offer competing products or services, whether under the Marks or different marks; and

(v) establish a Strategic Account (as defined below) or create a marketing or other program (a "Business Program") to generate new business opportunities for you and our other franchisees ("Business Opportunities"). Should you choose not to participate in any particular Strategic Account or Business Program, other qualified franchisees will be permitted to take advantage of the Strategic Account or Business Opportunity. We have the right to convert a client account developed by you to a Strategic Account in accordance with our Client Acquisition Guidelines.

A "Strategic Account" is a client account that has multiple offices/locations and that we or an affiliate centrally coordinate, which may include a house account, i.e., an account that only we or an affiliate may service regardless of its location, or any PMA rights granted to any franchisee. We may condition your participation in any Strategic Account or a Business Program upon such terms and conditions as we feel are appropriate, including the payment of additional or different fees, the completion of additional training and/or any other certification requirements.

We are not required to pay you any compensation for soliciting or accepting orders inside your territory pursuant to these reserved rights.

After year one, you must meet the minimum performance standards ("Minimum Performance Standards") described in the chart below or we will have the right to terminate your franchise:

Time Period:	**Year 2**	**Years 3 – 5**
Quarterly Minimum:	3 net new seats billing per quarter	4 net new seats billing per quarter

The term "net new seats" means the number of seats at the end of the applicable quarter minus the number of seats at the beginning of the quarter. "Seat" means a full-time employee position placed with a client under a client account agreement. A "quarter" means each consecutive three-month period during the term of the Franchise Agreement, with the first quarter being the first three months of the term of the Franchise Agreement. Failure to achieve the required Minimum Performance Standards will be a material default under the Franchise Agreement, authorizing us to terminate the Franchise Agreement if you fail to timely cure the default. We may require you to complete additional training (at your own cost) as part of any cure of such default.

You do not receive any rights of first refusal or similar rights to obtain additional franchises.

Neither we nor any of our affiliates currently have any plans to operate or franchise a business that would sell similar goods or services under a different trademark, although the Franchise Agreement does not prohibit us from doing so.

Item 13

TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks in connection with the operation of your Business. The following Marks are registered trademarks on the principal registry of the United States Patent and Trademark Office ("USPTO") and owned by our parent, DOXA Talent, Inc.:

Mark	Registration Date	Registration No.
DOXA	Oct. 10, 2023	7189746
DOXA (logo)	Oct. 10, 2023	7189755
THE FUTURE IS BORDERLESS	Oct. 10, 2023	7188516

Our Parent will file or has filed all required affidavits regarding the USPTO Marks.

Our Parent has filed a trademark application with respect to the following Mark:

Mark	Application Date	Application No.
CONSCIOUS OUTSOURCING	April 4, 2024	98484332

We do not have a federal registration for our principal trademark listed in the table immediately above. Therefore, this trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We obtained the rights to use the Marks and certain other intellectual property owned by our Parent, and to license to our franchisees the right to use these Marks and intellectual property in connection with the operation of DOXA businesses, under a Trademark License Agreement dated January 30, 2025, between us and our Parent. The length of the Trademark License Agreement is twenty (20) years and will automatically renew for successive twenty (20) year periods. Our Parent may terminate the Trademark License Agreement if we materially breach the agreement and fail to cure the breach within 30 days. If this Trademark License Agreement were to expire or terminate, the rights of any then-existing franchisees to use the Marks in connection with the promotion, development and operation of DOXA businesses would also terminate; however, we would authorize you to use substitute Marks.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Marks in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, website, or other electronic address.

We may change the System presently identified by the Marks, including the adoption of new Marks, new products or services, new equipment, or new techniques, and you must adopt the changes in the System as if they were part of the Franchise Agreement at the time of its execution. You must comply within a reasonable time, at your expense, if we notify you to discontinue or modify your use of any Mark. We will have no liability or obligation as to your modification or discontinuance of any Mark. You are not permitted to make any other changes or substitutions of any kind in or to the use of the Marks unless we direct in writing. Your use of the Marks and any goodwill is to our and our affiliate's exclusive benefit, and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement.

There are currently no material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court; or any pending infringement, opposition, or cancellation proceedings involving the principal Marks. There is no pending material federal or state court litigation regarding our use or ownership rights in any Mark.

Except as described above in this Item 13, there are no currently effective agreements that significantly limit our rights to use or license the use of the Marks.

The Franchise Agreement requires us to protect your right to use the Marks against claims of infringement or unfair competition arising out of your proper use of the Marks. You must notify us of the use of, or claim of rights to, a trademark identical or confusingly similar to our Marks. We have the right to determine whether or not we will take affirmative action when notified of these uses or claims and the right to exclusively control any litigation or proceedings. You are required to assist us in the prosecution of such litigation or proceedings. We will reimburse you for all actual damages (other than loss of income) and out-of-pocket expenses incurred by you in connection with any claim by any third party for infringement or unfair competition arising out of your use of the Marks; however, our obligations to reimburse you will exist only if you have used the name or Mark that is the subject of the controversy in strict accordance with the provisions of the Franchise Agreement and our rules, regulations, procedures, requirements, and instructions, and have notified us of the challenge as stated above and have otherwise fully cooperated with us in the defense of any action.

We know of no superior prior rights or infringing uses that could materially affect your use of the trademarks in the state where your franchise business will be located.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

As of the date of this Disclosure Document, we do not own any rights in or to any patents, patent applications or copyrights that are material to the franchise. We claim copyright protection for our Operations Manual and other publications and promotional materials, although we have not registered any of the materials with the U.S. Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement, Operations Manual, and other communications that we provide to you. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the Copyright Office (Library of Congress), USPTO, Board of Patent Appeals & Interferences, or any court, or any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any patents or copyrights.

There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not required by any agreement to protect or defend any patent or copyright.

We know of no superior prior rights or infringing uses that could materially affect your use of the copyrights in the state where your franchised business will be located.

Our Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes training and operations materials; methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing and operating DOXA businesses; marketing, advertising and public relations programs; knowledge of specifications for and suppliers of Approved Supplies and other products and supplies; and graphic designs and related intellectual property. You must treat the Operations Manual, and other written materials created for or approved for use in the operation of the Business, and the information contained in them, as confidential. The Operations Manual will remain solely our property. We may, from time to time, revise the contents of the Operations Manual and you must comply with each new or changed standard.

All ideas, concepts, techniques, or materials concerning a DOXA Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be solely and exclusively our property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-competition agreements with those having access. We may regulate the form of agreement that you use and will be a third-party beneficiary of that agreement with independent enforcement rights.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The DOXA Franchise shall be managed by one shareholder, partner, or member of the franchisee entity, who is a natural person designated in writing to us as the person to make all decisions for the franchisee entity (the "Designated Owner"). The Designated Owner must successfully complete our training program which is discussed in Item 11. You or your Designated

Owner cannot have any interest in, or business relationship with, any business competitor of your Franchise. If you replace a Designated Owner, the new Designated Owner must satisfactorily complete our training program at your own expense.

All of your employees, independent contractors, agents, or representatives that may have access to our confidential information must sign a Confidentiality Agreement, the current form of which is attached to the Franchise Agreement as an exhibit. Each owner (i.e., each person holding an ownership interest in you) must personally guarantee your obligations to us under the Franchise Agreement. The Personal Guarantee is attached to your Franchise Agreement. The entity used to operate the DOXA Franchise must be used solely for operating the DOXA Franchise and for no other purpose.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell the services and products that we authorize for DOXA Businesses. You may not offer or sell any products or perform any services that we have not authorized. We have the unlimited right to change the required and/or authorized products and services you may offer.

You may not generally advertise, market or promote your Business within the PMA of any other DOXA franchisee. You are not otherwise limited in the clients to whom you may sell products or services, although you must comply with our client acquisition policies and procedures.

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION OF THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

	Provision	Section in Agreement*	Summary
a.	Length of the term of the franchise	Section 4A	Term is 5 years.
b.	Renewal or extension of the term	Section 4B	Renewal for three additional successor terms of 5 years each.
c.	Requirements for you to renew or extend	Section 4B	You give us written notice of your decision to renew at least 120 days but not more than 180 days before the end of the expiring term; you sign our then-current form of franchise agreement; you have complied with the modernization requirements for your Business; you are not in default and have satisfied your obligations on a timely

	Provision	Section in Agreement*	Summary
			basis; you comply with our training requirements; you pay us a renewal fee; and you sign a release. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
d.	Termination by you	Section 12C	You may terminate the Franchise Agreement only for a material breach by us, provided you give us written notice of the breach and allow 30 days to cure such breach. Franchisees may terminate the Franchise Agreement under any grounds permitted by state law.
e.	Termination by us without cause	None	Not applicable
f.	Termination by us with cause	Sections 12A and 12B	We can terminate the Franchise Agreement only if you default or fail to comply with your obligations.
g.	"Cause" defined – defaults which can be cured	Sections 12A and 12B	You have 10 days to cure the non-submission of reports and non-payment of amounts due and owing; and 30 days to cure defaults for the failure to abide by our standards and requirements in connection with the operation of your business, or failure to meet any requirements or specifications established by us, and any other default not listed in (h) below.
h.	"Cause" defined – defaults which cannot be cured	Sections 12A and 12B	Non-curable defaults include: any material misrepresentation or omission in your application for a franchise or other reports, abandonment, the loss of your right of possession, closing of the Business, unauthorized use of confidential information, your insolvency, unapproved assignments or transfers, defaults that materially impair the goodwill associated with any of the Marks, criminal convictions, intentionally (or unintentionally on two or more occasions) understating or underreporting any fees, or multiple defaults.
i.	Your obligations on termination/non-renewal	Section 13A-13C	Obligations include complete de-identification and payment of amounts due, assignment of lease and telephone numbers upon our demand, return of Operations Manual and confidential information, proprietary materials and related writings, and compliance with our right to purchase assets of the Business (also see (o) and (r) below).
j.	Assignment of contract by us	Section 10G	No restriction on our right to assign.
k.	"Transfer" by you – defined	Section 10A	Includes any transfer of your interest in the Franchise Agreement or in the business or any ownership change.
l.	Our approval of transfer by you	Section 10B	We have the right to approve all transfers but will not unreasonably withhold approval.

	Provision	Section in Agreement*	Summary
m.	Conditions for our approval of transfer	Sections 10B-10D	Transferee meets all of our then-current requirements for new franchisees, transfer fee and any applicable training fee paid, all amounts owed by prior franchisee paid, required modernization (if any) is completed, training completed, transferee executes then current form of franchise agreement (modified to reflect that agreement relates to a transfer), required guarantees signed, necessary financial reports and other data on franchise business is prepared, release signed by you, full compliance of your obligations under all Franchise Agreements executed between you and us, and other conditions that we may reasonably require from time to time as part of our transfer policies (also see (r) below).
n.	Our right of first refusal to acquire your business	Section 10F	We can match any offer for your Business assets and, in the case of a proposed stock sale, we can purchase your Business assets at a price determined by an appraiser, unless you and we agree otherwise.
o.	Our option to purchase your business	Section 12B	Upon termination, we have the right (but not the obligation) to purchase or designate a third party that will purchase all or any portion of the assets of your Business. Qualified appraiser(s) will determine price as set forth in the Franchise Agreement.
p.	Your death or disability	Section 10E	You can transfer your franchise rights to your heir or successor in interest like any other transfer, provided the person satisfies our training requirements and other transfer conditions.
q.	Non-competition covenants during the term of the franchise	Section 9D	Except as we otherwise agree to in writing, no direct or indirect involvement in the operation of any Competing Business (defined in (r) below) other than one authorized in a Franchise Agreement with us.
r.	Non-competition covenants after the franchise is terminated or expires	Section 9D	No direct or indirect involvement in a Competing Business for two years (i) in the PMA (ii) within 20 miles of the former PMA or (iii) inside the PMA of any other DOXA business. A Competing Business for purposes of the post-term non-compete includes any business that provides staff augmentation and/or business process outsourcing and/or offshoring services.
s.	Modification of the Agreement	Section 14B	No modifications generally, but we have the right to change the Operations Manual and list of authorized Marks.
t.	Integration/merger clause	Section 14B	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Franchise Agreement or this Disclosure Document may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Section 11	Except for certain claims, all disputes must be mediated or arbitrated in the county where our headquarters are located (currently, Ada County, Idaho) (subject to state law).
v.	Choice of forum	Section 14I	Litigation must be in the applicable federal or state court where our headquarters are located (currently, Ada County, Idaho) (subject to state law).
w.	Choice of law	Section 14H	Except for claims under federal trademark law, and the parties' rights under the Federal Arbitration Act, the law of the state of Idaho (subject to state law).

Item 18

PUBLIC FIGURES

We currently 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 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 historical information presents data concerning certain business segments of (i) a DOXA business located in Garden City, ID (the "Affiliate Location") and operated from November 2020 until December 2025 by our parent, Parent, and our affiliates, Operations and Development during the time periods outlined in Item 1, for the time period from January 1, 2023 through December 31, 2025 for Tables B and C; and (ii) our first DOXA franchised business ("Franchisee 1") for the time period from March 1 through December 31, 2025 for Tables B and C. Tables A and D provide data for the 2025 fiscal year by month. As of December 31, 2025, we had 5 franchisees open. We are not including the data of 4 franchisees because each of them opened after March 1, 2025.

The data presented relates to key components of the Affiliate Location and the Franchised Location's businesses (collectively, referred to as the "Disclosed Locations" that will be similar to the business segments that a prospective franchisee will operate as part of its franchised DOXA business. The Notes below Table D define or explain the terms used in this Item 19.

TABLE A – Number of Billing Clients and Seats

	Franchisee 1 Clients	**Franchisee 1 Seats**	**Corporate Clients**	**Corporate Seats**
January	N/A	N/A	144	688
February	N/A	N/A	151	725
March	22	50	165	742
April	22	51	169	749
May	23	57	169	756
June	27	60	167	774
July	24	58	172	789
August	23	59	171	784

	Franchisee 1 Clients	Franchisee 1 Seats	Corporate Clients	Corporate Seats
September	27	65	170	784
October	29	71	164	780
November	29	72	161	768
December	30	77	161	765

TABLE B – Monthly Client Rate per Seat

Location	Average Client Rate per Seat	Median Client Rate per Seat	Low Client Rate per Seat	High Client Rate per Seat	Number / Percent of Seats at/above Average Client Rate
Franchisee 1	$ 2,633.52	$ 2,590.06	$ 1,860.00	$ 4,423.18	30/40%
Corporate	$ 2,675.51	$ 2,519.60	$ 1,374.15	$ 7,525.91	285/37.5%

TABLE C - Markup on Monthly Base Rate per Seat

Location	Average Markup	Median Markup	Low Markup	High Markup	Number of Seats at or above Average Markup
Franchisee 1	$ 557.63	$ 529.60	$ 173.84	$ 894.00	31/40%
Corporate	$ 528.12	$ 506.04	$ 274.15	$ 1,218.91	332/44%

TABLE D – Franchisee Monthly Markup Share

	Franchisee 1 Monthly Markup Share
January	N/A
February	N/A
March	$ 8,708.85
April	$ 9,916.08
May	$ 10,427.02
June	$ 10,972.83
July	$ 11,355.62
August	$ 11,654.95
September	$ 12,924.97
October	$ 14,647.11
November	$ 16,215.71
December	$ 17,627.65

Notes:

1. "Seat" means a single full-time employee position placed with a client. Our DOXA operational standard is to recommend that clients place a minimum of 3 seats within 6 months of signing the client account agreement. In this Item 19, "client account agreement" refers to an agreement between a Disclosed Location and a client.

2. "Client Rate" means the monthly fee paid by client under a client account agreement with respect to each person filling a Seat with the client under the client account agreement. Client Rate specifically excludes Pass-Through Costs and sales taxes, if any, which were collected from clients and paid to the appropriate taxing authority. The "Low Client Rate" is the actual lowest Client Rate charged by a Disclosed Location to a client and represents an entry-level position/Seat filled with a client. The "High Client Rate" is the actual highest Client Rate charged by a Disclosed Location to a client and represents a management-level position/Seat filled with a client. Franchisees are not restricted with respect to the type of employee position/Seat that they may pursue to fill with a client (i.e., there is no restriction with respect to an industry or level of the position).

   "Pass-Through Costs" means costs that a client agrees to incur with respect to each person filling a Seat with the client under a client account agreement, which are in excess of the Base Rate, which are separately identified on the client invoice and to which no Markup is applied. Pass-Through Costs include, without limitation, overtime, bonuses, client purchases on behalf of the offshore talent, meals provided to talent, and talent travel expenses.

3. "Markup" is the amount added to the Base Rate (Fully Loaded Cost) to arrive at the total price charged to the client, i.e., the Client Rate. "Base Rate" means the total cost incurred by a Disclosed Location in providing services under a client account agreement, including, without limitation, all compensation and benefits paid by a Disclosed Location to each person filling a position with a client or otherwise providing services to a client on behalf of a Disclosed Location, including all occupancy costs, separation costs, mark-ups, infrastructure fees, cost of equipment, subscription fees, subsidies, incidental benefit costs and all taxes and all other fees, charges and assessments imposed by any governmental authority. Base Rate specifically excludes Pass-Through Costs.

4. Monthly Markup Share means the remaining 40% of the Markup after retaining our portion, which is determined by subtracting the Base Rate from the Client Rate to arrive at a Markup.

Parent did not pay a Markup Share and did not spend as much on local marketing activities as a franchisee will. In addition, Parent may have had more employees operating at the corporate location than a new franchisee will likely have, as a franchisee may begin operations on their own with no additional employees (and Parent had two employees operating its DOXA business during the reporting period (January 2023 through December 2025) and a third employee for a 12-month portion of the reporting period). Parent had also been in operation for five years. Additionally, while Franchisee 1 officially opened as a DOXA franchised business in March 2025, immediately prior to becoming a DOXA franchisee, this person operated as a part-time Referral Partner for

DOXA Talent, allowing it to build a pipeline of clients prior to the official opening of its DOXA franchised business. This client pipeline as of March 1, 2025, was transferred to the franchise entity. Other than these factors, there are no material financial or operational differences between the Disclosed Locations and a franchised location.

Additional Notes:

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

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

Other than the preceding financial performance representation, DOXA TALENT FRANCHISING LLC does not make any other 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 Christina Chambers at 9169 W. State St., #775, Garden City, ID 83714; telephone (208) 609-4256, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2023–2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2023	0	0	0
	2024	0	0	0
	2025	0	5	+5
Company-Owned	2023	1	1	0
	2024	1	1	0
	2025	1	1	0
Totals	2023	1	1	0
	2024	1	1	0
	2025	1	6	+5

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For Years 2023-2025

State	Year	Number of Transfers
All States	2023	0
	2024	0
	2025	0
Totals	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchised Outlets
For Years 2023–2025

State	Year	Outlet at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at the End of the Year
California	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Colorado	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Pennsylvania	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Texas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Washington	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Totals	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	5	0	0	0	0	5

Table No. 4
Status of Company-Owned Outlets
For Years 2023–2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Idaho	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed but Business not Opened	Projected Franchised New Business in the Next Fiscal Year	Projected Company-Owned Openings in Next Fiscal Year
Arizona	0	1	0
California	0	3	0
Florida	0	3	0
Indiana	0	1	0
Maryland	0	1	0
New York	0	1	0
North Carolina	0	2	0
Ohio	1	0	0
Texas	0	3	0
Washington	0	3	0
Total	**1**	**18**	**0**

Notes:

As of December 31, 2023, 2024 and 2025.

The names, addresses, and telephone numbers of all franchisees as of December 31, 2025, are listed in Exhibit G to this Franchise Disclosure Document.

There have been no franchisees who have ceased to do business under the Franchise Agreement or had an outlet terminated, canceled, not renewed or who have not communicated with us, within the last ten weeks. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, no franchisee has signed confidentiality clauses.

We have not created, sponsored or endorsed any trademark-specific franchisee associations.

Item 21

FINANCIAL STATEMENTS

Attached as Exhibit B is our opening audited balance sheet as of January 24, 2025, and our audited balance sheet as of December 31, 2025 and the related statements of operations, member's deficit, and cash flows for the period from January 24, 2025 (inception) through December 31, 2025. We have not been in business for three years or more and therefore cannot include all the financial statements required by the FTC Rule for our last three fiscal years.

Our fiscal year end is December 31.

Item 22

CONTRACTS

The following documents are attached as exhibits to this Disclosure Document.

Exhibit C Franchise Agreement with Schedules

Exhibit E State Addenda

Exhibit F Form of General Release

Item 23

RECEIPTS

Attached to this Disclosure Document as Exhibit I is a detachable acknowledgment of receipt.

Exhibit A

LIST OF AGENTS FOR SERVICE OF PROCESS & STATE ADMINISTRATORS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Commissioner Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (866) 275-2677	Commissioner Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 (866) 275-2677
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division King Kalakaua Building 335 Merchant Street Room 203 Honolulu, HI 96813	Department of Commerce and Consumer Affairs Business Registration Division King Kalakaua Building 335 Merchant Street Room 203 Honolulu, HI 96813
ILLINOIS	Attorney General State of Illinois 500 South Second Street Springfield, IL 62706	Attorney General State of Illinois 500 South Second Street Springfield, IL 62706
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington, Room E-111 Indianapolis, IN 46204	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202	Securities Commissioner Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Attn.: Franchise Section G. Mennen Williams Bldg., 1st Fl. 525 W. Ottawa Street Lansing, MI 48933	Michigan Department of Attorney General Consumer Protection Division Attn.: Franchise Section G. Mennen Williams Bldg, 1st Fl. 525 W. Ottawa Street Lansing, MI 48933
MINNESOTA	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 Telephone: (651) 539-1600	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 Telephone: (651) 539-1600

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005-1495 (212) 416-8236	Attn: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
RHODE ISLAND	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527
VIRGINIA	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
WASHINGTON	Washington Department of Financial Institutions Securities Division PO Box 41200 Olympia, WA 98504-1200	Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Division of Securities Department of Financial Institutions 201 W. Washington Avenue, Suite 300 Madison, WI 53703	Division of Securities Department of Financial Institutions 201 W. Washington Avenue, Suite 300 Madison, WI 53703

Exhibit B

FINANCIAL STATEMENTS

.

Doxa Talent Franchising LLC

(A Limited Liability Company)

Financial Statements

For the period from January 24, 2025 (inception) through December 31, 2025

Doxa Talent Franchising LLC
(A Limited Liability Company)

For the period from January 24, 2025 (inception) through December 31, 2025

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Notes to the Financial Statements 7

Citrin Cooperman & Company, LLP
Certified Public Accountants

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Independent Auditor's Report

To the Member
Doxa Talent Franchising LLC

Opinion

We have audited the accompanying financial statements of Doxa Talent Franchising LLC (a limited liability company) which comprise the balance sheet as of December 31, 2025, and the related statements of operations and member's deficit, and cash flows for the period from January 24, 2025 (inception) through December 31, 2025, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Doxa Talent Franchising LLC as of December 31, 2025, and the results of its operations and its cash flows for the period from January 24, 2025 (inception) through December 31, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Doxa Talent Franchising LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. The entities of Citrin Cooperman & Company, LLP and Citrin Cooperman Advisors LLC are independent member firms of the Moore North America, Inc. (MNA) Association, which is itself a regional member of Moore Global Network Limited (MGNL). All the firms associated with MNA are independently owned and managed entities. Their membership in, or association with, MNA should not be construed as constituting or implying any partnership between them.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Doxa Talent Franchising LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Doxa Talent Franchising LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Doxa Talent Franchising LLC's ability to continue as a going concern for a reasonable period of time.

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We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Citrin Cooperman & Company, LLP

New York, New York
March 17, 2026

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. The entities of Citrin Cooperman & Company, LLP and Citrin Cooperman Advisors LLC are independent member firms of the Moore North America, Inc. (MNA) Association, which is itself a regional member of Moore Global Network Limited (MGNL). All the firms associated with MNA are independently owned and managed entities. Their membership in, or association with, MNA should not be construed as constituting or implying any partnership between them.

Doxa Talent Franchising LLC
(A Limited Liability Company)

Balance Sheet

December 31, 2025

Assets		
Current assets		
Cash	$	333,844
Accounts receivable		223,290
Due from affiliate		11,386
Prepaid expenses		11,322
Prepaid commissions, current		26,800
Total current assets		606,642
Noncurrent assets		
Prepaid commissions, noncurrent		101,037
Total assets	$	707,679
Liabilities and member's deficit		
Liabilities		
Current liabilities		
Accounts payable and accrued expenses	$	54,761
Due to affiliate		167,273
Deferred revenue		221,223
Deferred franchise fee, current		48,000
Customer deposits		226,041
Total current liabilities		717,298
Noncurrent liabilities		
Deferred franchise fees, noncurrent		177,139
Total liabilities		894,437
Commitments (Note 6)		
Member's deficit		(186,758)
Total liabilities and member's deficit	$	707,679

See accompanying notes to the financial statements.

Doxa Talent Franchising LLC
(A Limited Liability Company)

Statement of Operations and Member's Deficit

For the period from January 24, 2025 (inception) through December 31, 2025

Revenues	
Employee solutions revenue	$ 1,555,694
Franchise fee revenue	14,861
Technology and marketing service fee revenue	12,974
Total revenues	1,583,529
Cost of revenues	1,223,806
Gross profit	359,723
Selling, general and administrative	648,217
Loss from operations	(288,494)
Other income (expense)	
Other income	4,855
Interest expense	(3,119)
Other income, net	1,736
Net loss	(286,758)
Member's equity at beginning of period	-
Member contributions	100,000
Member's deficit at end of period	$ (186,758)

See accompanying notes to the financial statements.

Doxa Talent Franchising LLC
(A Limited Liability Company)

Statement of Cash Flows

For the period from January 24, 2025 (inception) through December 31, 2025

Cash flows from operating activities		
Net loss	$	(286,758)
Adjustments to reconcile net loss to net cash provided by operating activities		
Changes in operating assets and liabilities		
Accounts receivable		(223,290)
Due from affiliate		(11,386)
Prepaid expenses		(11,321)
Prepaid commissions		(127,837)
Accounts payable and accrued expenses		54,760
Due to affiliate		167,273
Deferred franchise fees		225,139
Deferred revenue		221,223
Customer deposits		226,041
Net cash provided by operating activities		233,844
Cash provided by financing activities		
Member contributions		100,000
Net increase in cash		333,844
Cash at beginning of year		-
Cash at end of year	$	333,844

See accompanying notes to the financial statements.

1. ORGANIZATION AND NATURE OF OPERATIONS

Doxa Talent Franchising LLC (the Company or Franchisor), a wholly-owned subsidiary of Doxa Talent, Inc. (the Parent), was formed on December 20, 2024 and commenced operations on January 24, 2025, as an Idaho limited liability company, to sell franchises through the "DOXA" trademark owned by the Parent. Pursuant to the Company's standard franchise agreement, franchisees will develop and operate a business under the "DOXA" name and system that solicits, markets, offers and sells offshore talent, staff augmentation and business process outsourcing solutions and related support services to local business clients. These services are designed to help local businesses grow by connecting them with skilled professionals from around the world.

The Company is a limited liability company and, therefore, the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the member has signed a specific guarantee.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting - The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Use of estimates - The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates.

Revenue and cost recognition - The Company derives substantially all its revenue from franchise agreements related to employee's solutions revenue, franchise fee revenue, and tech and marketing fees revenue.

Employee solutions revenue - The Company provides outsourced employee solutions under client service agreements. Clients are pre-billed one month in advance and such amounts are recorded as deferred revenue until the related services are performed. The Company recognizes revenue over time as the services are provided as the customer simultaneously receives and consumes the services provided by the Company. The Company's revenue is reported at the determinable transaction price, net of any variable consideration, if applicable. Employee solutions revenues are recorded on a gross basis as principal in the accompanying statement of operations and member's deficit. The Company acts as a principal in substantially all of these transactions due to the fact that it (i) has direct contractual relationships with their customers, (ii) bears the risks and rewards of the transactions, and (iii) has the discretion to establish their price.

*Franchise fees - C*ontract consideration from franchisees consists primarily of initial or renewal franchise fees, and transfer fees payable by a franchisee for the transfer of their franchise unit to another franchisee. The Company collects an up-front fee for the grant of such rights. The initial franchise fees are nonrefundable and collectable when the underlying franchise agreement is signed by the franchisee. Renewal and transfer fees are due from franchisees when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.

The Company's primary performance obligations under the franchise agreement includes the granting of certain rights to access the Company's intellectual property in addition to a variety of activities relating to the opening of a franchise unit. Those costs include training and other such activities commonly referred to collectively as "pre-opening activities." Pre-opening activities consistent with those under Accounting Standards Update (ASU) No. 2021-02, *Franchisors - Revenue from Contracts with Customers*, are recognized as a single performance obligation. For all other pre-opening activities, if any, the Company determines if a certain portion of those pre-opening activities provided is not brand specific and provides the franchisee with relevant general business information that is separate from the operation of a company-branded franchise unit. The portion of pre-opening activities, if any, that is not brand specific are deemed to be distinct as it provides a benefit to the franchisee and is not highly interrelated to the use of the Company’s intellectual property and therefore accounted for as a separate performance obligation. All other pre-opening activities are determined to be highly interrelated to the use of the Company’s intellectual property and therefore accounted for as a component of a single performance obligation which is satisfied along with granting of certain rights to use the Company’s intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company first allocates the initial franchise fees, additional territory fees, and the fixed consideration under the franchise agreement to the stand-alone selling price of the pre-opening activities and the residual, if any, to the right to access the Company’s intellectual property. Consideration allocated to pre-opening activities, other than those included under ASU 2021-02, which are not brand specific are recognized when those performance obligations are satisfied. Consideration allocated to pre-opening activities included under ASU 2021-02 is recognized when those performance obligations are satisfied. The Company has determined that there are no pre-opening activities that are not highly interrelated to the brand which would be accounted for as a separate performance obligation.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property are recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

Technology and marketing services fees - The Company provides access to various software required to use, as well as digital marketing services and other maintenance support to the franchisees. Technology and marketing service fees are collected from franchisees based on a fixed fee per person access per month.

Incremental costs of obtaining a contract - The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and amortize them over the term of the franchise agreement.

Accounts receivable - Accounts receivable are stated at the amount the Company expects to collect. The Company maintains allowances for doubtful accounts for estimated losses resulting from the inability of some of its franchisees to make required payments. The Company assesses collectability by reviewing accounts receivable and its contract assets on a collective basis where similar risk characteristics exist. In determining the amount of the allowance for doubtful accounts, management considers historical collectability and makes judgments about the creditworthiness of the pool of customers based on credit evaluations. Current market conditions and reasonable and supportable forecasts of future economic conditions adjust the historical losses to determine the appropriate allowance for doubtful accounts. Uncollectible accounts are written off when all collection efforts have been exhausted.

The Company has elected the practical expedient, Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2025-05 - *Financial Instruments - Credit Losses* (Topic 326): *Measurement of Credit Losses for Accounts Receivable and Contract Assets,* that allows the Company, when developing its reasonable and supportable forecasts for its current expected credit losses, to assume conditions as of the balance sheet date persist throughout the forecast period. As such, no adjustment has been made for a reasonable and supportable forecast. In addition, the Company has made an accounting policy election to consider collection activity after the balance sheet date through February 28 when estimating expected credit losses, and, therefore, the credit loss allowance reflects this activity.

The Company did not require an allowance for doubtful accounts as of December 31, 2025.

Income taxes - The Company is treated as a partnership for tax purposes and, as such, is not liable for federal or state income taxes. As a single-member limited liability company and, therefore, a disregarded entity for income tax purposes, the Company's assets and liabilities are combined with and included in the income tax return of the Parent. Accordingly, the accompanying financial statements do not include a provision or liability for federal or state income taxes.

Uncertain tax positions - The Company recognizes and measures its unrecognized tax benefits in accordance with FASB Accounting Standards Codification (ASC) 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. There were no uncertain tax positions at December 31, 2025.

Variable interest entities - In accordance with the provisions of FASB ASU No. 2018-17, *Consolidation* (Topic 810): *Targeted Improvements to Related Party Guidance for Variable Interest Entities* (ASU 2018-17), FASB no longer requires nonpublic companies to apply variable interest entity guidance to certain common control arrangements, including leasing arrangements under common control. The Company has applied these provisions to the accompanying financial statements and has determined that the entities disclosed in Note 6 meets the conditions under ASU 2018-17, and accordingly, is not required to include the accounts of the related parties in the Company's financial statements.

Advertising - Advertising costs are expensed as incurred and aggregated $5,733 for the period from January 24, 2025 (inception) through December 31, 2025.

Subsequent events - In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through March 17, 2026, the date on which these financial statements were available to be issued. There were no subsequent events noted that would require recognition or disclosure in the financial statements.

3. FRANCHISED OUTLETS

The following data reflects the status of the Company's franchised outlets as of December 31, 2025:

Franchises sold during the year	6
Franchised outlets in operation	5
Company-owned outlets in operation	-

4. REVENUES AND RELATED CONTRACT BALANCES

Disaggregated revenues

The Company derives its revenues from outsourced employee solution services, franchise fees, and technology and marketing service fee revenues. The economic risks of the Company's revenues are dependent on the strength of the economy in the United States and its ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by timing of revenue recognition by type of revenues, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. Franchise fees and employee solutions revenues are recognized over time, while technology and marketing service fee revenue are recognized at a point in time.

Revenues by timing of recognition were as follows:

Point in time	
Technology and marketing service fees revenue	$ 12,974
Over time	
Employee solutions revenue	1,555,694
Franchise fee revenue	14,861
Total revenues	$ 1,583,529

Contract balances

Contract assets include accounts receivable which amounted to $223,290 at December 31, 2025.

Contract liabilities are comprised of unamortized initial franchise fees received from franchisees and customer deposits received in advance for employee solutions revenue. Customer deposits are required at contract inception for one month's service and are included in "Customer deposits" in the accompanying balance sheet. The Company bills customers in advance for the following month of employee solutions revenue for the estimated cost of the related service due at the end of the month in which the invoice is billed. The amount billed in advance are included in "Deferred revenue" and "Accounts receivable" in the accompanying balance sheet.

Deferred franchise fees - January 24, 2025	$ -
Additions for initial franchise fees received	240,000
Income recognized for the period from January 24, 2025 (inception) through December 31, 2025	(14,861)
Deferred franchise fees - December 31, 2025	$ 225,139

At December 31, 2025, deferred franchise fees are expected to be recognized as revenue over the remaining term of the associated franchise agreements as follows:

Year ending December 31:		**Amount**
2026	$	48,000
2027		48,000
2028		48,000
2029		48,000
2030		33,139
Total	$	225,139

Deferred franchise fees consisted of the following at December 31, 2025:

Franchise units not yet opened	$	59,097
Opened franchise units		166,042
Total	$	225,139

The direct and incremental costs, principally consisting of commissions, are included in "Prepaid commissions" in the accompanying balance sheet, expected to be recognized over the remaining term of the associated franchise agreements at December 31, 2025, are as follows:

Direct and incremental costs		**Amount**
Year ending December 31:		
2026	$	26,800
2027		26,800
2028		26,800
2029		26,800
2030		20,637
Total	$	127,837

5. CONCENTRATION OF CREDIT RISK

Cash - The Company places its cash, which may at times be in excess of Federal Deposit Insurance Corporation insurance limits, with a major financial institution. Management believes that this policy will limit the Company's exposure to credit risk.

Concentrations - For the period from January 24, 2025 (inception) through December 31, 2025, approximately 35%, of revenues are related to two employee solutions revenue customers.

At December 31, 2025, approximately 45% of the Company's accounts receivables were derived from two employee solutions revenue customers.

Foreign operations - A significant portion of the Company's operational support is provided through affiliates' workforce in the Philippines and Colombia. The loss of these services or the inability of the affiliates to continue providing such services could have a material adverse effect on the Company's results of operations. The Company does not directly employ the individuals providing these services and does not have direct payroll or employment obligations related to these employees. Management believes that these arrangements do not expose the Company to significant additional risks beyond those customary for outsourced service arrangements; however, disruptions in the affiliate's operations, including those arising from geopolitical, labor, regulatory, or economic conditions in the Philippines or Colombia, could adversely affect the Company's operations.

6. RELATED-PARTY TRANSACTIONS

License agreement - On January 30, 2025, the Company entered into a 20-year non-exclusive license agreement with the Parent for the use of various registered names, including but not limited to "DOXA" as defined in the agreement (the License Agreement), which will automatically renew for additional 20-year terms after the initial 20-year term, unless terminated by either party with a written notice. Pursuant to the License Agreement, the Company is permitted to use and sublicense to franchisees all the intellectual property owned or controlled by the Parent, and to sell "DOXA" franchises, and the right to earn franchise fees, commission share and other fees from franchisees. In accordance with the License Agreement, the Company is required to pay the Parent an annual license fee of $1,000, resulting from the use or exploitation of the Licensed Property for the previous year, as defined.

Intercompany service agreement - On March 1, 2025, the Company entered into an intercompany services agreement with DOXA Talent Operating LLC, an affiliated entity under common control and ownership. Pursuant to the intercompany services agreement, the affiliated entity provides the Company with executive management services, staff augmentation support, and other business process outsourcing-related services. In accordance with the intercompany service agreement, the Company agreed to pay the affiliate a monthly fee of up to $250,000, based on work performed and services provided. Total expenses for services provided amounted to $1,223,806 for the period from January 24, 2025 (inception) through December 31, 2025. As of December 31, 2025, the balance due to affiliate for unpaid costs amounted to $167,273. The existence of the Company's relationship with the Parent and its affiliates could result in operating results of the Company significantly different from those that would have been obtained if the entities were autonomous.

Related-party note payable - On May 6, 2025, the Company entered into a promissory note agreement with the Parent for borrowing up to $100,000 (the Note). During the period from January 24, 2025 (inception) through December 31, 2025, the Company drew down $100,000 on the Note. Interest, as defined, is due and payable monthly at an interest rate of 8.25% per annum. The outstanding balance on the loan may be repaid partially or in full at any time, with the outstanding balance due in full on December 31, 2025. The loan was repaid in full in October 2025. During the period from January 24, 2025 (inception) through December 31, 2025, total interest expense on the Note amounted to $3,199.

Due from affiliate - Due from affiliate represents amounts owed to the Company by a related party under common ownership. The balance resulted from intercompany transactions occurring in the normal course of business. These amounts are unsecured, non-interest bearing, and are due on demand. As of December 31, 2025, the due from affiliate balance amounted to $11,386. Balance is expected to be collected within one year of the balance sheet date.

DOXA TALENT FRANCHISING LLC
(A Limited Liability Company)

BALANCE SHEET

JANUARY 24, 2025

DOXA TALENT FRANCHISING LLC
(A Limited Liability Company)
JANUARY 24, 2025

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Certified Public Accountants

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INDEPENDENT AUDITOR'S REPORT

To the Member
Doxa Talent Franchising LLC

Opinion

We have audited the accompanying balance sheet of Doxa Talent Franchising LLC (a limited liability company) as of January 24, 2025, and the related notes to the financial statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of Doxa Talent Franchising LLC as of January 24, 2025, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of Doxa Talent Franchising LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statement

Management is responsible for the preparation and fair presentation of the financial statement in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statement that is free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Doxa Talent Franchising LLC's ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

"Citrin Cooperman" is the brand under which Citrin Cooperman & Company, LLP, a licensed independent CPA firm, and Citrin Cooperman Advisors LLC serve clients' business needs. The two firms operate as separate legal entities in an alternative practice structure. The entities of Citrin Cooperman & Company, LLP and Citrin Cooperman Advisors LLC are independent member firms of the Moore North America, Inc. (MNA) Association, which is itself a regional member of Moore Global Network Limited (MGNL). All the firms associated with MNA are independently owned and managed entities. Their membership in, or association with, MNA should not be construed as constituting or implying any partnership between them.

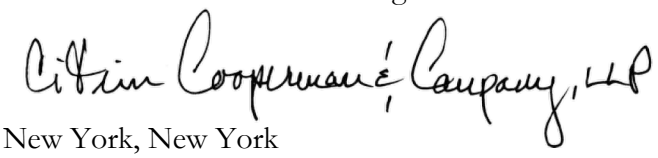
Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statement.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Doxa Talent Franchising LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Doxa Talent Franchising LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



New York, New York
February 5, 2025

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DOXA TALENT FRANCHISING LLC
(A Limited Liability Company)
BALANCE SHEET
JANUARY 24, 2025

ASSETS

Cash	$ 100,000
TOTAL ASSETS	$ 100,000

LIABILITIES AND MEMBER'S EQUITY

Liabilities	$ -
Commitments (Note 4)	
Member's equity	100,000
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 100,000

See accompanying notes to financial statement.

NOTE 1. ORGANIZATION AND NATURE OF OPERATIONS

Doxa Talent Franchising LLC (the "Company" or "Franchisor"), a wholly-owned subsidiary of Doxa Talent, Inc. (the "Parent"), was formed on December 20, 2024, as an Idaho limited liability company, to sell franchises through the "DOXA" trademark owned by the Parent. Pursuant to the Company's standard franchise agreement, franchisees will develop and operate a business under the "DOXA" name and system that solicits, markets, offers and sells offshore talent, staff augmentation and business process outsourcing solutions and related support services to local business clients. These services are designed to help local businesses grow by connecting them with skilled professionals from around the world. The Company has not had significant operations from the date of formation through February 5, 2025, the date on which the financial statement was available to be issued, and has not executed any franchise agreements as of that date.

The Company is a limited liability company and, therefore, the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort or otherwise, unless the member has signed a specific guarantee.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

The accompanying financial statement has been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Use of estimates

The preparation of a balance sheet in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the balance sheet. Actual results could differ from those estimates.

Revenue and cost recognition

The Company expects that it will derive substantially all its revenue from franchise agreements related to franchise fee revenue, commission share, and other revenues. No such franchise agreements have been executed by the Company as of the date this financial statement was available to be issued.

Franchise fees, commission share and other franchise-related fees

Contract consideration from franchisees is expected to consist primarily of initial or renewal franchise fees, commission share, fixed-fee technology and marketing service fees, and transfer fees payable by a franchisee for the transfer of their franchise unit to another franchisee. The Company intends to collect an up-front fee for the grant of such rights. The initial franchise fees are nonrefundable and collectable when the underlying franchise agreement is signed by the franchisee. Commission share will be payable monthly. Technology and marketing service fees will be payable monthly. Renewal and transfer fees are due from franchisees when an existing franchisee renews the franchise agreement for an additional term or when a transfer to a third party occurs, respectively.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue and cost recognition (continued)

Franchise fees, commission share and other franchise-related fees (continued)

The Company's primary performance obligation under the franchise agreement includes granting certain rights to the Company's intellectual property in addition to a variety of activities relating to opening a franchise unit. Those services include training and other such activities commonly referred to collectively as "pre-opening activities." The Company will determine if a certain portion of those pre-opening activities provided is not brand specific and provides the franchisee with relevant general business information that is separate from the operation of a Company-branded franchise unit. The portion of pre-opening activities that is not brand specific will be deemed to be distinct, as it provides a benefit to the franchisee and is not highly interrelated to the use of the Company's intellectual property, and will therefore be accounted for as a separate performance obligation. All other pre-opening activities are expected to be highly interrelated to the use of the Company's intellectual property and will therefore be accounted for as a single performance obligation, which is satisfied by granting certain rights to use the Company's intellectual property over the term of each franchise agreement.

The Company will estimate the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration under the franchise agreement to the stand-alone selling price of the pre-opening activities and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities that are not brand specific will be recognized when those performance obligations are satisfied.

Initial and renewal franchise fees allocated to the right to access the Company's intellectual property will be recognized as revenue on a straight-line basis over the term of the respective franchise agreement.

Commission share

Commission will be earned as a percentage based on the gross sales less related cost as defined in the franchise agreement.

Technology and marketing services fees

The Company will provide access to various software required to use, as well digital marketing services and other maintenance support to the franchisees. Technology and marketing service fees will be collected from franchisees based on a fixed fee per person access per month.

Other revenues

The Company will recognize revenue from other fees and other services provided to the franchisees as a single performance obligation, when the services are rendered.

Incremental costs of obtaining a contract

The Company will capitalize direct and incremental costs, principally consisting of commissions, associated with the sale of franchises and amortize them over the term of the franchise agreement.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts receivable

Accounts receivable will be stated at the amount the Company expects to collect. The Company will maintain an allowance for credit losses to estimate expected lifetime credit losses that are based on historical experience, the aging of accounts receivable, consideration of current economic conditions and its expectations of future economic conditions. If the financial condition of the Company's franchisees was to deteriorate or other circumstances occur that result in an impairment of franchisees' ability to make payments, the Company will record additional allowances as needed. The Company will write off uncollectible receivables against the allowance when collection efforts have been exhausted.

Income taxes

The Company is treated as a partnership for tax purposes and, as such, is not liable for federal or state income taxes. As a single-member limited liability company and, therefore, a disregarded entity for income tax purposes, the Company's assets and liabilities are combined with and included in the income tax return of the Parent. Accordingly, the accompanying financial statement does not include a provision or liability for federal or state income taxes.

Uncertain tax positions

The Company recognizes and measures its unrecognized tax benefits in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 740, *Income Taxes*. Under that guidance, management assesses the likelihood that tax positions will be sustained upon examination based on the facts, circumstances and information, including the technical merits of those positions, available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available or when an event occurs that requires a change. There were no uncertain tax positions at January 24, 2025.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through February 5, 2025, the date on which this financial statement was available to be issued. Except as disclosed in Note 4, there were no other material subsequent events that required recognition or additional disclosure in this financial statement.

NOTE 3. CONCENTRATION OF CREDIT RISK

The Company places its cash, which may at times be in excess of Federal Deposit Insurance Corporation insurance limits, with a major financial institution. Management believes that this policy will limit the Company's exposure to credit risk.

NOTE 4. RELATED-PARTY TRANSACTIONS

License agreement

On January 30, 2025 the Company entered into a 20-year non-exclusive license agreement with the Parent for the use of various registered names, including but not limited to "DOXA" as defined in the agreement (the "License Agreement"), which will automatically renew for additional 20-year terms after the initial 20-year term, unless terminated by either party with a written notice. Pursuant to the License Agreement, the Company is permitted to use and sublicense to franchisees all the intellectual property owned or controlled by the Parent, and to sell "DOXA" franchises, and the right to earn franchise fees, commission share and other fees from franchisees. In accordance with the License Agreement, the Company is required to pay the Parent an annual license fee of $1,000, resulting from the use or exploitation of the Licensed Property for the previous year, as defined.

Exhibit C

FRANCHISE AGREEMENT

DOXA® FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

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FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is made as of the Effective Date as defined in Section 14.P, below, between DOXA Talent Franchising LLC, an Idaho limited liability company with its principal business located at 9169 W State St., #775, Garden City, ID 83714 ("we" or "us"), and "Franchisee" or "you" as identified on the Data Sheet attached as Schedule A (the "Data Sheet"). If Franchisee is a corporation, partnership, limited liability company or other legal entity, certain provisions to this Agreement also apply to its owners.

RECITALS

A. Our parent, DOXA Talent, Inc., an Idaho corporation ("Talent"), has developed a system for establishing and operating a business for soliciting, marketing, offering, selling and providing staff augmentation and business process outsourcing solutions and related support services to businesses pursuant to certain standards and specifications ("System" as defined below);

B. Talent owns the DOXA® service mark and other marks ("Marks" as defined below) used in connection with the operation of a DOXA business and the granting of franchises to third parties for the right to operate a DOXA business;

C. Talent has licensed to us the right to grant franchises to others to use the System and Marks as part of our franchise business model and system;

D. You desire to develop and operate a DOXA business in accordance with our franchise business model and system; and

E. We have agreed to grant you a franchise, subject to the terms and conditions of this Agreement.

In consideration of the foregoing and the promises and consideration below, you and we agree as follows:

DEFINITIONS

1. For purposes of this Agreement, the terms below have the following definitions (with other terms defined throughout the Agreement):

A. "Client Rate" means the fixed monthly fee paid by client under a Client Account Agreement with respect to each person filling a position with the client under the Client Account Agreement. Client Rate specifically excludes Pass-Through Costs and sales taxes, if any, which are collected from clients and paid to the appropriate taxing authority.

B. "Business" means the DOXA franchised business operated by you under this Agreement.

C. "Client Account Agreements" are agreements formalizing relationships between you, us, and a client for the provision of services to such client, as negotiated with any particular client.

D. "Client Information" means contact information (including name, physical address, email address, phone and other contact information), sales and payment history, and all other information about (1) any person or entity included on any marketing or client list provided by us to you, (2) any person or entity who has purchased or purchases services from you or under a Client Account Agreement during the term (even if you have solicited the person and/or established a relationship independent of us and without our assistance) or who you have solicited to purchase any services, (3) any person or entity for whom you provide services on our behalf or at our direction; and (4) if client is a corporation or limited liability company, all employees of such corporation or limited liability company. Client Information includes any personal information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or entity.

E. "Confidential Information" means any proprietary and confidential information owned by us or Talent or any of our other affiliates relating to the development or operation of a DOXA business whether contained in the Operations Manual or otherwise, including, but not limited to: (1) staff augmentation and business process outsourcing solutions and capabilities and related information, expertise and corporate/brand strategy; (2) Clients or Client Account Agreements; (3) databases of current or potential Clients (including Client Information); (4) sales and marketing programs and techniques for DOXA businesses; (5) knowledge of operating systems, results and financial performance of DOXA businesses; and (6) computer systems, technology and software programs and tools.

F. "Base Rate" means the total cost incurred by us and our affiliates in providing services under a Client Account Agreement, including, without limitation, all compensation and benefits paid by us to each person filling a position with a client or otherwise providing services to a client on behalf of us or the Business, including all occupancy costs, separation costs, mark-ups, infrastructure fees, cost of equipment, subscription fees, subsidies, incidental benefit costs and all taxes and all other fees, charges and assessments imposed by any governmental authority. Base Rate specifically excludes Pass-Through Costs.

G. "Internet" means all communications between computers and television, telephone, facsimile and any other communication or communication capable devices and another such device or machine, including the World Wide Web, proprietary online services, social media platforms, blogs, E-mail, news groups and electronic bulletin boards and forums.

H. "Marks" mean the "DOXA" service mark, logo, and such other trademarks, service marks, logo types and commercial symbols and other intellectual property, as we may from time to time expressly authorize or direct you to use in connection with the operation of your Business.

I. "Markup" mean Client Rate less Base Rate.

J. "Operations" means our affiliate, DOXA Talent Operating, LLC.

K. "Operations Manual" or "Manual" means any collection of written, video, audio and/or software media (including materials distributed electronically), regardless of title and consisting of various subparts and separate components, all of which we or our agents produce and which contain specifications, standards, policies, procedures and recommendations for the System and operating DOXA businesses, all of which we may change from time to time. The term "Operations Manual" includes all means of communicating such information, including all written, digitized, computerized, and electronically formatted versions, such as an Extranet site, bulleting, e-mails, videotapes, audio tapes, compact discs, and solid state memory devices.

L. "Pass-Through Costs" means costs that a client agrees to incur with respect to each person filling a position with the client under a Client Account Agreement, which are in excess of the Client Rate, which are separately identified on the client invoice and to which no Markup is applied. Pass-Through Costs include, without limitation, overtime, bonuses, client purchases on behalf of the offshore talent, meals provided to talent, and talent travel expenses.

M. "Primary Market Area" or "PMA" means the area designated in Section 3 of the Data Sheet.

N. "Strategic Accounts" means local, regional, or national client accounts which we or an affiliate centrally coordinate and which will involve services provided to one or more offices or locations of a client. Strategic Accounts also includes "House Accounts," which are accounts that only we or our affiliates may service regardless of location or any PMA rights granted to any franchisee.

O. "System" means our operating systems, methods, policies and procedures, and the intellectual property and know-how associated therewith, for establishing and operating a business that solicits, markets, offers, sells and provides staff augmentation and business process outsourcing solutions and related support services to clients, including brand standards related to the Marks and certain requirements or guidelines for operating and administrative procedures, all as the same may exist today or as the same may change from time to time, as specified in the Operations Manual or as otherwise reasonably directed by us from time to time. As part of the System, we or our affiliates will develop Strategic Accounts and may enter into agreements with clients regarding staff augmentation and business process outsourcing solutions and related support services to such clients, all of which will be part of the System and may include specific terms and conditions that will apply to you in the operation of your Business.

GRANT OF LICENSE

2. The following provisions control with respect to the license granted hereunder:

A. Rights Granted. We hereby grant to you, subject to the terms and conditions of this Agreement, the right and license to engage in and conduct a DOXA business identified by the Marks that we authorize for your use hereunder (or such other marks as we may direct), using the System, for the PMA set forth in Section 3 of the Data Sheet.

You hereby accept said license and undertake the obligation to operate your Business faithfully, honestly and diligently, using the System in compliance with our standards and requirements for the System. You agree to maintain and operate your Business under your active and continuous supervision and management. You must begin operating your Business within 90 days of the date we sign this Agreement, although you may not commence operations of your Business until you successfully complete our training program, pay the Initial Franchise Fee and other amounts then due to us, obtain all necessary licenses, permits and authorizations, give us certificates for all required insurance policies, and we have approved the commencement date of operations. You do not have the right to subfranchise, sublicense, assign or transfer your rights under this Agreement, except as specifically provided in this Agreement.

B. Rights in PMA. During the term of this Agreement and provided that you are in compliance with the terms and conditions of this Agreement, we will not modify the PMA without your written permission. The PMA you receive is not exclusive as further set forth below, although we will not locate another company- or affiliate-owned or franchised DOXA business with a physical office geographically located within your PMA.

Even though you are licensed to operate within the PMA, you may follow up on leads and accept client engagements, regardless of whether such leads or engagements originate from inside or outside of your PMA, as further set forth in our then-current client acquisition policies and procedures, which may include certain limitations on how you may actively solicit and market leads outside your PMA or use the Internet, telemarketing or other direct marketing. Other DOXA franchisees may provide services in your PMA; however, we may limit who franchisees can provide services to through our client acquisition policies and client management tools.

The client acquisition policies and procedures also will include provisions regarding when franchisees will be allowed to solicit or accept work within another franchisee's PMA if a client within their PMA has sites within the PMAs of other franchisees and the franchisee complies with our client management rules, which includes instances where businesses have locations, offices or branches in multiple territories in which case the franchisee whose territory includes the "controlling" business will be the franchisee that provides the services to all locations, offices or branches of that business even if within the territories of other franchisees or our corporate or affiliate locations. The policies and procedures also will include provision regarding protected leads and accounts where we will allow franchisees to identify and protect a certain number of leads they are actively working or clients with whom they are actively engaged. We may change those

policies and procedures from time to time on written notice to you. We may establish an E-commerce or similar program to obtain leads or engagements over the Internet directly or indirectly from clients, and we may direct the leads or sales to you or to another franchisee without regard to whether or not the lead or client is located inside your PMA.

You agree to actively and aggressively promote and market the Business and its services within your PMA. Without limiting the generality of the foregoing, after the initial twelve-month period of the term of this Agreement, you must meet the following minimum quarterly performance standards ("Minimum Performance Standards") during each subsequent 12-month period:

Minimum Performance Standards	**Year 2 of the Term**	**Year 3 – 5 of the Term**
Minimum Number of Net New Seats billed per Quarter	3	4

As used herein, the term "Net New Seats" means the number of Seats at the end of the applicable quarter ***minus*** the number of Seats at the beginning of the quarter. "Seat" means a full-time employee position placed with a client under a Client Account Agreement. A "Quarter" means each consecutive three-month period during the term of this Agreement, with the first Quarter being the first three months of the term of this Agreement.

Failure to achieve the required Minimum Performance Standards will be a material default under this Agreement, authorizing us to terminate this Agreement in accordance with Section 12.B.1. if you fail to timely cure the default. As a condition to curing the default, we may also require you to complete additional training with us at your own cost.

C. Our Reservation of Rights. We and our affiliates retain all rights that are not expressly granted to you under this Agreement. We and our affiliates may, among other things, on any terms and conditions we deem advisable, without compensation to you or any franchisee, and without granting you any rights therein:

(i) establish and/or license others to establish franchised or company- or affiliate-owned DOXA businesses at any physical office geographically located outside the PMA regardless of the proximity of such location to the PMA;

(ii) merge with, acquire or become acquired by any businesses, including competitive businesses, which businesses operate under trademarks other than the DOXA Marks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your Business, and which may be located anywhere inside or outside the PMA;

(iii) sell and distribute for ourselves and/or license others to sell and distribute, within and outside the PMA, products or services the same as or different from the products and services offered from your Business, and which are offered and distributed under marks different than the Marks;

(iv) use alternative channels of distribution to offer competing products or services, whether under the Marks or different marks; and

(v) establish Strategic Accounts (including House Accounts) or create a marketing or other program (a "Business Program") to generate new business opportunities for you and our other franchisees ("Business Opportunities"). We may condition your participation in any Strategic Account or Business Program upon such terms and conditions as we feel are appropriate, including the payment of additional or different fees, the completion of additional training and/or any other certification requirements. Should you choose not to participate in any particular Strategic Account or Business Program, other qualified franchisees will be permitted to take advantage of the Strategic Account or Business Opportunity. We have the right to convert a client account developed by you to a Strategic Account in accordance with our client management policies.

TRADEMARK STANDARDS AND REQUIREMENTS

3. You acknowledge and agree that the Marks are our affiliate's property and we have licensed the use of the Marks to you and others. You further acknowledge that your right to use the Marks is specifically conditioned upon the following:

A. Marks Ownership. The Marks are our affiliate's valuable property, and our affiliate is the owner of all right, title and interest in and to the Marks and all past, present or future goodwill of the Business conducted that is associated with or attributable to the Marks. Your use of the Marks will inure to the benefit of our affiliate. You may not, during or after the term of this Agreement, engage in any conduct directly or indirectly that would infringe upon, harm or contest our rights in any of the Marks or the goodwill associated with the Marks, including any use of the Marks in a derogatory, negative, or other inappropriate manner in any media, including but not limited to print or electronic media.

B. Use of Marks. You may not use, or permit the use of, any trademarks, trade names or service marks in connection with the Business, except those we authorize or direct in writing. You may use the Marks only in connection with such products and services as we specify and only in the form and manner we prescribe in writing, including any promotional activities you conduct for the Business. You must comply with all trademark, trade name and service mark notice marking requirements. You may use the Marks only in association with products and services approved by us and that meet our standards or requirements with respect to quality, production, and sale.

C. Business Identification. You must use the name DOXA as the trade name of the Business and you may not use any other mark or words to identify the Business without our prior written consent. You may not use the words "DOXA" or any of the other Marks as part of the name of your corporation, partnership, limited liability company or other business entity. You may use the Marks on various materials, such as business cards, stationery and checks, provided you (i) accurately depict the Marks on the materials as we describe, (ii) use the marks only in accordance with all of our trademark usage and branding

standards, (iii) include a statement on the materials indicating that the business is independently owned and operated by you, (iv) do not use the Marks in connection with any other trademarks, trade names or service marks unless we specifically approve in writing prior to such use, and (v) make available to us, upon our request, a copy of any materials depicting the Marks. You must put your clients on notice (by language in your contracts) identifying you as a DOXA franchisee in a format we deem reasonably acceptable, including an acknowledgment that you independently own and operate the Business.

D. Litigation. If any person or entity improperly uses or infringes the Marks or challenges your use or our use or ownership of the Marks, we will control all litigation and we have the right to determine whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. You must promptly notify us of any such use or infringement of which you are aware or any challenge or claim arising out of your use of any Mark. You must take reasonable steps, without compensation, to assist us with any action we undertake. We will be responsible for our fees and expenses with any such action, unless the challenge or claim results from your misuse of the Marks in violation of this Agreement, in which case you must pay us for our costs and expenses. We will reimburse you for all actual damages (other than loss of income) and out-of-pocket expenses incurred by you in connection with any claim by any third party for infringement or unfair competition arising out of your use of the Marks; however, our obligations to reimburse you will exist only if you have used the Mark that is the subject of the controversy in strict accordance with the provisions of this Agreement and our rules, procedures, requirements, and instructions, and have notified us of the challenge as stated above and have otherwise fully cooperated with us in the defense of any action.

E. Changes. You may not make any changes or substitutions to the Marks unless we direct in writing. We reserve the right to change the Marks at any time, and you will be responsible for any costs you incur in any change we make to the Marks.

F. Creative Works. All ideas, concepts, techniques, or materials concerning the Business, whether or not protectable intellectual property and whether created by or for you or one of your owners or employees, must be promptly disclosed to us and will be deemed to be solely and exclusively our property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

TERM AND RENEWAL

4. The following provisions control with respect to the term and renewal of this Agreement:

A. Term. The initial term of this Agreement is 5 years. The initial term commences upon the Effective Date (as defined in Section 14.P) of this Agreement.

B. Renewal for a Successor Term and Renewal Conditions. You may renew your license for three additional terms of 5 years each, provided that with respect to each renewal/successor term: (i) you have given us written notice of your decision to renew at least 120 days but not more than 180 days prior to the end of the expiring term; (ii) you sign our then-current form of franchise agreement (modified to reflect that the agreement relates to the grant of a renewal), the terms of which may differ from this Agreement, including higher fees; (iii) you are not in default of this Agreement or any other agreement pertaining to the franchise granted, have satisfied all monetary and material obligations on a timely basis during the term and are in good standing; (iv) you comply with our then-current training requirements; (v) you and your guarantors execute a general release of claims in a form we prescribe; and (vi) you pay a renewal fee of $1,000 to cover our administrative expenses.

If you and we have agreed to renew your license for each of the three 5-year renewal terms described above, at the end of the third renewal term you can reapply for a new franchise with a new initial term and any renewal terms granted at that time, provided we are granting new franchises at that time.

C. Interim Period. If you do not exercise your right to renew your license for a successor term prior to the expiration of this Agreement and you continue to accept the benefits of this Agreement after the expiration of this Agreement, then at our option, this Agreement may be treated either as (i) expired as of the date of expiration with you then operating a franchise without the right to do so and in violation of our rights; or (ii) continued on a month-to-month basis ("Interim Period") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all of your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

OPERATIONS STANDARDS AND REQUIREMENTS

5. You must implement and abide by our requirements and recommendations directed to enhancing substantial System uniformity. The following provisions control with respect to operation of your Business:

A. Office Space. You may operate your Business from your residence.

B. Authorized Services and Products. You can only offer and sell authorized services and products from your Business and you must refrain from selling any other services or products. You, we and each client will enter into a tri-party Client Account Agreement, which will describe the roles and responsibilities of each party, including the division of responsibilities between your Business and us for the provision of services to the client. Your responsibilities will include marketing of the DOXA services to potential clients, solicitation of client accounts, and negotiation of the financial terms of the Client Account Agreements and ongoing client support. We will collect payments from clients

pursuant to the Client Account Agreements and will remit to you a percentage of the Markup on such services as described in Section 8.B, and we (directly or through an affiliate) will also supply the offshore talent, staff augmentation and/or business process outsourcing solutions to the client. You must use in the operation of the Business and in the offer, sale and delivery of the authorized services and products only the techniques, procedures and supplies we specify in writing. You also must comply with all applicable Client Account Agreements, with the understanding that you may be required to comply with certain training requirements that we establish in order to expand the services you are authorized to offer as part of your Business. You acknowledge and agree that we may change any of our requirements, including authorized services and products, periodically and that you are obligated to conform to the requirements.

C. Approved Supplies and Services; Approved Suppliers. We may furnish to you from time to time lists of approved supplies and services or approved suppliers. We reserve the right to require that you only use approved services, products, equipment, technology, marketing materials, and other items (collectively "approved supplies and services") in the Business as set forth in the approved supplies and services or approved suppliers lists, as we may amend from time to time. We may develop new products or services as we determine necessary. Although we do not do so for every item, we have the right to approve the supplier of approved supplies and services. You acknowledge and agree that certain approved supplies and services may only be available from one approved supplier source, and we or our affiliates may be that source. You will pay the then-current price in effect for any approved products and supplies or services you purchase from us or our affiliates. All materials and other items and supplies used in the operation of the Business must conform to the specifications and standards we establish from time to time. ALTHOUGH APPROVED BY US, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO PRODUCTS, EQUIPMENT (INCLUDING WITHOUT LIMITATION AND ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, OR OTHER APPROVED ITEMS.

D. Computer System. You must purchase a computer system, including all future updates, supplements and modifications that meets our standards and requirements (the "Computer System"). The Computer System may have different components and technologies for you to use in the operation of the Business as further described in the Data Sheet. The Computer System will be used to develop a database of Client Information and your prospects, schedule your appointments, generate proposals, maintain communications over the Internet, and produce your accounting records. You may be required to license software from us, an affiliate, or a third party and you also may be required to pay an additional software licensing or user fee in connection with your use of the software. All right, title and interest in the software will remain with the licensor of the software. You may not use or download any software on your computer unless it has been authorized by us in writing. If you use or download any unauthorized software, you will be liable for all damages and liabilities caused by the unauthorized software in addition to the other remedies provided under this Agreement. Your initial Computer System requirements are outlined on the Data Sheet.

You acknowledge and agree that we will have full and complete access to the information and data entered into or produced by the Computer System, including, without limitation, email communications and related data, and we can use the same in any way we deem appropriate, including in connection with the development, training, or modification of artificial intelligence / machine learning models, subject to applicable law. You must have Internet access with a form of high speed connection as we require and you must maintain a dedicated email account for the Business, separate from any personal or other email account. You must purchase any upgrades, enhancements or replacements to the Computer System and/or hardware and software that we may from time to time require. It is your responsibility to make sure that you are in compliance with all laws and related requirements that are applicable to the Computer System or other technology used in the operation of your Business, including all data protection or security laws as well as payment card industry (PCI) compliance.

You agree that, without our prior written consent, you may not input, provide or otherwise use any Confidential Information in connection with any Computer System that leverages artificial intelligence or machine learning models, including but not limited to any publicly-available generative AI tools (e.g., ChatGPT). The foregoing restriction includes inputting, providing or otherwise using any Confidential Information to train, develop or modify any such models.

E. Evaluations. We or our authorized representative have the right to visit and inspect your Business at all reasonable times during the business day for the purpose of making periodic evaluations and to ascertain if the provisions of this Agreement are being observed by you, and to inspect and evaluate your services, supplies or products and other aspects of your Business. Any failure of an inspection is a default under this Agreement. Further, if we determine that any condition in the Business presents a threat to clients or public health or safety, we may take whatever measures we deem necessary. Any evaluation or inspection we conduct is not intended to exercise control over your day-to-day operation of your Business or to assume any responsibility for your obligations under this Agreement.

F. Operating Procedures. We will loan you a copy of our Operations Manual. You must adopt and use as your continuing operational routine the required standards, procedures, techniques and management systems described in our Operations Manual or other written materials relating to authorized services, approved supplies and suppliers, financial management, and other operational requirements. We will revise the Operations Manual and these standards, procedures, techniques and management systems periodically, including items like required service agreements and other similar documents and processes, to meet changing conditions in the best interest of the DOXA businesses.

The Operations Manual will contain both mandatory standards and recommended standards. Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Operations Manual or other written materials. The Operations Manual also will include guidelines or

recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our and our affiliates' interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

You acknowledge having received one copy of the Operations Manual on loan from us for the term of this Agreement. The Operations Manual is at all times solely and exclusively our property. You must at all times treat the Operations Manual as Confidential Information. We may from time to time revise the contents of the Operations Manual and you expressly agree to comply with each new or changed requirement.

G. Confidential Information. You may not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person or entity any Confidential Information, except to such employees as must have access to it in order to operate the Business. Any and all Confidential Information, including, without limitation, methods, procedures, suggested pricing and markups, client lists, technology, specifications, processes, materials, techniques and other data, may not be used for any purpose other than operating the Business. We may require that you obtain nondisclosure and confidentiality agreements in a form satisfactory to us from any persons owning an interest in the franchise and other key employees. You must provide executed copies of these agreements to us upon our request.

H. Compliance with Laws; Licenses and Permits. You must establish an entity to own and operate the Business. You must at all times maintain and conduct your Business operations in compliance with all applicable federal, state and local laws, regulations, codes and ordinances. You must secure and maintain in force all required licenses, permits and certificates relating to your Business.

You acknowledge that you are an independent business and are solely responsible for control and management of your Business, including, but not limited to, the hiring and discharging of your employees and setting and paying wages and benefits of your employees. You acknowledge that we have no power, responsibility or liability in respect to the hiring, discharging, setting and paying of wages or related employment matters in respect of your employees.

You must immediately notify us in writing of any claim, litigation or proceeding that arises from or affects the operation or financial condition of your Business.

I. Participation in Internet Websites or Other Online Communications. We may require you, at your expense, to participate in our DOXA website on the Internet, our intranet or extranet system or other online communications as we may require. We have the right to determine the content and use of our website and intranet or extranet system and will establish the rules under which franchisees may or must participate. We will post your Business' contact information on our website. You may not separately register any

domain name containing any of the Marks or operate a website for your Business. We reserve the right to establish rules, procedures and policies relating to any website you create for the operation of your Business. We may immediately terminate this Agreement if you register any domain name containing any of the Marks. We retain all rights relating to our website, intranet and extranet system and may alter or terminate our website, extranet system or intranet system. Your general conduct on our website and intranet or extranet system or other online communications and specifically your use of the Marks or any advertising is subject to the provisions of this Agreement. You acknowledge that certain information related to your participation in our website, extranet system or intranet system may be considered Confidential Information, including access codes and identification codes. Your right to participate in our website and intranet or extranet system, or otherwise use the Marks or System on the Internet or other online communications, will terminate when this Agreement expires or terminates.

J. System Modifications. You acknowledge and agree that we have the right to modify, add to or rescind any requirement, standard or specification that we prescribe under this Agreement to adapt the System to changing conditions, competitive circumstances, business strategies, business practices and technological innovations and other changes as we deem appropriate. You must comply with these modifications, additions or rescissions at your expense, subject to any express limitations set forth in this Agreement.

K. Suggested Pricing/Markup Policies. We may, from time to time, make suggestions to you with regard to your pricing/Markup policies. You agree and acknowledge that the prices you set and negotiate under each Client Account Agreement must exceed the applicable Base Rate. In addition, we have the right to negotiate Strategic Account arrangements, including pricing and Markups that will bind all DOXA businesses providing services to such accounts. Although you generally have the right to establish prices or Markups for the products and services you sell (other than Strategic Accounts), we reserve the right to establish and enforce prices and Markups, both minimum and maximum, to the extent permitted by applicable law.

L. Strategic Accounts/House Accounts. We reserve the right to establish and administer a Strategic Accounts program under which we will establish the terms and conditions under which we, you, and other franchisees may provide services for clients with multiple offices or locations. If established, you will be required to participate in and comply with all Strategic Accounts standards and procedures as set forth in the Manual. We also will establish and administer a House Accounts program under which only we or our affiliates will service House Account clients regardless of where the clients are located.

M. Client Information. We own all Client Information and may use the Client Information as we deem appropriate (subject to applicable law), including disclosing it to vendors or sharing it with our affiliates for cross-marketing or other purposes. You may only use Client Information to the extent necessary to perform your obligations under this Agreement during the term hereof and subject to such restrictions as we may from time to time impose and in compliance with all data privacy, security and other applicable laws. Without limiting the foregoing, you agree to comply with applicable law in connection

with your collection, storage, disclosures and your use and our use of such Client Information, including, if required under applicable law, obtaining consents from Clients to our and our affiliates' use of the Client Information. You must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws"), as well as data privacy and security policies, procedures and other requirements we may periodically establish. You must notify us immediately of any suspected data breach at or in connection with the Business. You must fully cooperate with us and our counsel in determining the most effective way to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You are responsible for any financial losses you or we incur or remedial actions that you or we must take as a result of breach of security or unauthorized access to Client Information in your control or possession.

If any federal or state Privacy Law, including the California Consumer Privacy Act ("CCPA"), as revised by the California Consumer Privacy Rights Act ("CPRA"), Cal. Civ. Code § 1798.100, et seq., or any related regulations, applies to the Business, whenever and to the extent you operate as a "Service Provider" or "Contractor" under the CCPA, a data processor, or in a similar capacity under any federal or state Privacy Law, you represent, warrant, and covenant that:

(1) Except for the purpose of operating the Business in accordance with this Agreement, including the Operations Manual, you will not retain, use, combine, share or disclose any Client Information;

(2) You will not sell, share, make available or otherwise disclose any Client Information to any third party for valuable consideration or otherwise, for the purpose of performing cross-context behavioral advertising, targeted advertising, or profiling, as those terms are defined under applicable Privacy Laws;

(3) You will not retain, use, or disclose Client Information outside of the direct business relationship between you and us;

(4) You will delete or destroy any Client Information upon our request unless you can prove that such request is subject to an exception under applicable law; and

(5) If you receive a Client Information data request (e.g., a request to delete Client Information) directly from a consumer (e.g., a California resident under the CCPA, or a resident of another jurisdiction under other applicable Privacy Law), you shall inform us of that request in writing within one business day and cooperate with us to ensure that the consumer receives an appropriate and timely acknowledgement and response. As an example, currently under the CCPA, an acknowledgement to the consumer is typically required within 10 business days and a final response is required within 45 calendar days.

(6) You will implement reasonable security procedures and practices appropriate to the Client Information you collect, retain, use or disclose, in order to protect it from unauthorized or illegal access, including following minimum requirements that may be set forth in the Operations Manual.

(7) You will cooperate with us to the extent necessary to assist us with conducting required data protection assessments or other similar assessments under applicable Privacy

Laws, responding to Client Information data requests, responding to requests or inquiries from government authorities, or if we seek to ensure that you have collected, retained, used, or disclosed Client Information consistent with Privacy Laws and this Agreement, including but not limited to providing us with requested compliance documents, written attestation confirming your compliance with the same, or allowing us or our designee to assess, audit, or test your privacy and security controls at least annually or more frequently as we may determine.

(8) You will cooperate with us to stop or remediate any unauthorized use or disclosure of Client Information, including verifying that you no longer retain personal information, in any format, that a consumer has asked to delete under applicable Privacy Laws.

(9) You will notify us immediately if you determine you cannot meet your obligations under Privacy Laws or this Agreement regarding your collection, retention, use, or disclosure of Client Information.

You certify that you understand the restrictions in Paragraphs (1) – (9) of this section and will comply with them. You also acknowledge and agree that we may modify these restrictions from time to time by written notice to you, by issuing updates to our standards and policies pertaining to Privacy Laws, including by adding other similar restrictions that may be required under other state or federal Privacy Laws, and you agree to comply with the same. You also agree to execute any addenda that we may determine are required to conform this Agreement to new or changed Privacy Laws.

To the extent that you intend to engage another person or entity to collect, use, sell, share, store, disclose, analyze, delete, modify, retain, or to otherwise perform any processing of Client Information for the purpose of operating the Business (a "Subprocessor"), you will notify us of such engagement, and we must pre-approve (in writing) any Subprocessor before you engage them. Your engagement of a Subprocessor shall be governed by a written contract that includes the same restrictions as in Paragraphs (1) – (9) of this section and imposes reasonable confidentiality obligations and privacy and security controls on the Subprocessor which are at least as stringent as those obligations and controls provided in this Agreement.

PERSONNEL AND SUPERVISION STANDARDS

6. The following provisions and conditions control with respect to personnel, training and supervision:

A. Supervision of the Business. You must designate a principal owner that will devote full-time attention to your Business, and the Business at all times must be under your (or such designated owner's) direct supervision.

B. Training. You must comply with all of the training requirements we prescribe. Your designated owner (designated under Section 6.A) must attend our initial training program and complete the training program to our satisfaction. We will not charge you a fee for up to two persons to attend our initial training program. You, however, are

responsible for paying all costs and expenses, including hotel and transportation costs, for the people who attend our initial training program. If you would like us to train more than the two people, or if it becomes necessary to re-train a certain individual, we reserve the right to charge you a training fee ($500 per person). We may increase this fee in the future but not more than by 20% annually. You will also be responsible for paying all travel costs for any additional person who attends our initial training program. The training requirements may vary depending on your experience and other factors specific to the Business. If you are given notice of default and the default relates, in whole or in part, to your failure to meet any operational standards, we have the right to require, as a condition of you curing the default, that you, at your expense, comply with the additional training requirements we prescribe.

C. Ongoing Training. We may require you and other key management individuals of the Business to attend ongoing training at our training facility or other location we designate, including any training that we deem necessary for you to offer certain services as noted in Section 5.B. If you request training in addition to the initial training program identified above, we reserve the right to charge you a training fee, plus expenses. Any training provided by us to any of your employees will be limited to training or guidance regarding the delivery of approved services to clients in a manner that reflects the client service standards of the System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.

D. Staffing. Although you are not required to hire additional employees for the Business upon opening, you must at all times employ a sufficient number of competent and trained employees to ensure efficient service to clients. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts any employee or employment related responsibility from you to us.

E. Attendance at Meetings. You must attend, at your expense, any annual franchise conventions we may hold or sponsor and any meetings relating to new services or products, new operational procedures or programs, training, business management, sales or sales promotion, or similar topics, including any system-wide teleconferences or web-conferences. We will charge you our then-current conference fee (up to $1,500) to attend our franchise convention. If you are not able to attend a meeting or convention, you must so notify us prior to the meeting and must have a substitute person, acceptable to us attend the meeting. Nothing in this Agreement is intended to require us to hold annual conventions or other meetings.

BRAND DEVELOPMENT; MARKETING

7. You agree to actively promote your Business, to abide by all of our advertising requirements and to comply with the following provisions:

A. Initial Launch Marketing. During the first three months of the operation of your Business, you must spend in your PMA a minimum of $2,500 on initial advertising, promotion and marketing activities that we approve.

B. Required Local Expenditures. You must use your best efforts to promote and advertise the Business and participate in any local marketing and promotional programs we establish from time to time. After you complete the initial launch marketing during the initial three months, you are required to spend a minimum of $1,000 per month during the term of this Agreement on approved local marketing and promotion in your own market, including approved client acquisition and retention activities. Upon our request, you must provide us with itemization and proof of marketing and an accounting of the monies that you have spent for approved local marketing. We reserve the right in the future to form a regional advertising cooperative, in which case you must participate in such cooperative and contribute to it all or some of your required local expenditures.

D. Approved Materials. You must use only such marketing materials (including any print, radio, television, electronic, or other media forms that may become available in the future) as we furnish, approve or make available, and the materials must be used only in a manner that we prescribe including compliance with all trademark usage and branding standards. Furthermore, any promotional activities you conduct for the Business are subject to our approval. You must submit all advertising and promotional materials to us prior to your use. If we do not respond within 14 days after you submit the proposed advertising materials to us, the advertising materials will be deemed not approved.

FEES, REPORTING AND AUDIT RIGHTS

8. You are subject to the fees described below and must comply with the following provisions:

A. Initial Franchise Fee. You must pay to us an Initial Franchise Fee as designated on the Data Sheet. The Initial Franchise Fee must be paid in full at the time this Agreement is signed and is nonrefundable.

B. Markup Share. We will receive monthly Client Rate from clients under the Client Account Agreements. We will subtract Base Rate from the Client Rate to arrive at a Markup. We will retain 60% of the Markup (the "Markup Share") and will pay you the remaining 40% of the Markup by the 15th day of each month for payments received from clients during the previous month. You will establish and negotiate the Markup amount when setting and negotiating prices for services under each Client Account Agreement. You will receive guidance from our affiliate Operations in the form of a suggested role pricing list. Our affiliate Operations will determine the Base Rate under each Client Account Agreement.

C. Tech & Marketing Services Fee. Beginning on the Effective Date and continuing throughout the term of this Agreement, you must pay us a monthly fee (the "Tech & Marketing Fee") in the amount specified on the Data Sheet to receive access to our required software system, as specified on the Data Sheet.

D. Operations Non-Compliance Fee. If you fail to comply with any operational standards as required under this Agreement, you will be in default hereunder and in addition to any other rights we may have hereunder or under applicable law, we may charge you a fee of $750 per occurrence of noncompliance, plus our costs of any related inspection and re-inspection incurred by us.

E. Manner of Payment; Payment Non-Compliance. All Tech & Marketing Services Fees must be paid to us monthly by the 15th day of each month for the prior month.

If you fail to timely pay any amount due to us hereunder, you will be in default hereunder and you will be required to pay us, in addition to the amount due, a payment non-compliance fee of $150 per occurrence, in addition to our costs and any legal fees we incur in collecting the amounts owed. If your bank account possesses insufficient funds and/or fails to process payment or transfer related to a fee due from you to us, you must pay us a $50 charge for any such payment not received when due. You acknowledge and agree that this Section does not constitute our agreement to accept payments after they are due or a commitment by us to extend credit to you or to otherwise finance your operation of the Business. Further, you acknowledge and agree that your failure to pay all amounts when due will constitute grounds for termination of this Agreement, notwithstanding the provisions of this Section.

We have the sole right to reconcile any payments to you with any of your past due indebtedness for Tech & Marketing Services Fees or other amounts due to us or any affiliate. You will not, on grounds of the alleged nonperformance by us of any of our obligations under this Agreement, withhold payment of any amounts due us and you will not, on such grounds, discontinue providing services to clients in accordance with this Agreement.

G. Electronic Funds Transfer. You must sign an electronic funds transfer ("EFT") authorization, attached as Schedule B, to authorize and direct your bank or financial institution to allow us to initiate a transfer of funds electronically, on the 15th day of each month, directly from your account to our account and to charge to your account all amounts due to us. You must maintain a balance in your account sufficient to allow us and our affiliates to collect the amounts owed when due. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this Section.

H. Financial Planning and Management. You must keep books and records and submit reports as we periodically require, including but not limited to a monthly balance sheet and monthly statement of profit and loss. You must also retain check registers, purchase records, invoices, tax records and returns, payroll records, cash

disbursement journals and general ledgers, all of which accurately reflect the operations and condition of your Business operations. You must compile, keep and submit to us the books, records and reports on the forms and using the methods of bookkeeping and accounting as we periodically may prescribe. The records that you are required to keep for your Business must include relevant records or information maintained in an electronic media format and methodology we approve. You must provide this information to us according to reporting formats, methodologies and time schedules that we establish from time to time. You also must preserve and retain the books, records and reports for not less than five years. You must allow us electronic and manual access to any and all records relating to your Business.

I. Reports, Audit and Compliance. You must, at your expense, submit to us within 90 days after the end of each fiscal year a detailed balance sheet, profit and loss statement and statement of cash flows for such fiscal year. You must certify all reports to be true and correct.

We or our authorized representative have the right at all times during the business day to enter the premises where your books and records relative to the Business are kept and to evaluate, copy and audit such books and records. We also have the right to request information from your suppliers and vendors, and clients.

J. Structure of Payments. In consideration of the benefits derived by you in your operation of your Business, the following sets forth the structure of payments.

1. We, or our affiliate as applicable, will submit all invoices to clients for all services furnished to those clients and will instruct clients to remit payment directly to us or our affiliate. You shall not render bills or statements to clients. If payment of any bill is made payable to you, payment shall be deemed to have been received in trust for us, and you shall not deposit or convert the funds received and shall immediately forward the same, properly endorsed, to us. You agree not to adjust or settle the amount of any invoice without first obtaining our written approval.

2. When cash is collected from clients, we will electronically remit to you, by the 15th day of the following month, your portion of the Markup accrued on our books from services performed under this Agreement. Your portion of the Markup will be reduced by any fees due to us, including any Tech and Marketing Services Fees, and if the Markup will be insufficient to cover such fees, the fees shall be paid by you via electronic funds transfer initiated by us.

3. On client accounts over 30 days old, we (or our affiliate) may charge a late fee and monthly finance charge to the client equal to five percent (5%) of the unpaid amounts plus interest on such unpaid amount computed at one percent (1%) per month from the date said amounts were due until the entire amount is fully settled or paid. You acknowledge that we (or our affiliate) are entitled to keep such amounts as consideration for our collection services. You agree to cooperate with us or our affiliate in connection with any collection efforts. If legal action is

required to collect unpaid amounts, any legal costs incurred will be deducted from the total amount collected before calculating the Markup.

4. You acknowledge that any accounts receivable charged for services rendered to clients pursuant to the terms of this Agreement are, from their inception, and shall remain solely and exclusively our property; and you have no right, title or interest in or to any of the accounts receivable. You agree to execute any and all documents acknowledging this understanding in order to enable us to obtain financing for the accounts receivable, or any other purpose, without charge to us.

YOUR OTHER OBLIGATIONS; NONCOMPETE COVENANTS

9. You agree to comply with the following terms and conditions:

A. Payment of Debts. You agree to pay promptly when due: (i) all payments, obligations, assessments and taxes due and payable to us and our affiliates, vendors, suppliers, lessors, federal, state or local governments, or creditors in connection with your business; and (ii) all accounts and other indebtedness of every kind incurred by you in the conduct of the Business. If you default in making any such payment, we are authorized, but not required, to pay the same on your behalf and you agree promptly to reimburse us on demand for any such payment.

B. Indemnification. You waive any and all claims against us for damages to property or injuries to persons arising in any way out of this Agreement, your marketing, solicitation and servicing of clients under this Agreement or the operation of your Business. Solely at your expense, you agree to defend, fully protect, indemnify and hold harmless us, our affiliates, and our owners, directors, officers, successors and assigns from any and all Claims as defined in this subparagraph. "Claims" in this subparagraph means any and all claims, demands, damages, assessments, violations, causes of action, lawsuits, liens, and liabilities of any nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or incidental to the operation of your Business (regardless of cause or any concurrent, superseding or contributing fault, liability or negligence of us or our affiliates,) or any breach by you or your failure to comply with any of the terms and conditions of this Agreement. We also reserve the right to select our own legal counsel to represent our interests, and you agree to reimburse us for our costs and attorneys' fees immediately upon our request as they are incurred.

It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason; however, if we incur any cost, liability, loss or damage as a result of any actions or omissions of you or your employees, including any that relate to any party making a finding of any joint employer status, you willfully indemnify us for any such cost, liability, loss and damage.

C. Insurance. You must purchase and maintain a policy or policies of comprehensive general liability insurance covering all Business assets, personnel, and activities on an occurrence basis with a combined single limit for bodily injury, death, or property damage of not less than two million dollars ($2,000,000) but no less than

$1,000,000 per occurrence (including Products/Completed Operations and Personal Injury and Advertising Injury). In addition, our current minimum insurance requirements include (i) motor vehicle liability coverage, combined single limit in the amount we specify, up to $2,000,000 but no less than $1,000,000, on each owned, non-owned or hired vehicle used in connection with the Business; (ii) professional errors and omissions coverage of not less than one million dollars ($1,000,000); (iii) workers' compensation coverage with minimum coverage as required by law; (iv) business interruption insurance in an amount sufficient to cover salary or wages of key personnel, and other fixed expenses; (v) casualty insurance in a minimum amount equal to the replacement value of your interest in your Business furniture, fixtures, and equipment and (vi) such other insurance as from time to time required by us, under applicable law and under other agreements applicable to your Business. Additional insurance requirements are set forth in the Operations Manual. All liability insurance policies must name us (and our affiliates, officers, directors and employees) as additional insureds, must provide that such insurance is primary insurance with respect to the interests of all additionally named insureds, and must provide that any other insurance maintained by us or by you is excess and not contributing insurance with the insurance required under this Agreement. The policies must contain a waiver by the insurance carrier of all subrogation rights against us.

You must deliver to us at commencement and annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with the provisions of this Section. The insurance certificate must show our status as an additional insured (as noted above) and provide that we will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. We also may request copies of all policies. We may modify, upon written notice to you, the required minimum limits from time to time and by written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the DOXA System, standards of liability and higher damage awards. In the event of such notification, you must immediately cause the modification of the policy, and evidence thereof, in accordance with our request. If at any time you do not procure or maintain the insurance coverage required by this Agreement, we have the right, but not the obligation, to procure insurance coverage and to charge the same to you, together with a reasonable fee for the expenses we incur in doing so, payable by you immediately upon notice.

D. Noncompete Covenants. You agree that you will receive valuable training and Confidential Information that you otherwise would not receive or have access to but for the rights licensed to you under this Agreement. You therefore agree to the following noncompetition covenants:

1. Unless otherwise specified, the term "you" as used in this subparagraph includes, collectively and individually, all guarantors, officers, directors, members, managers, partners, as the case may be, and holders of any ownership interest in you. We may require you to obtain from other individuals identified in the preceding sentence a signed non-compete agreement in a form satisfactory to us that contains the non-compete provisions of this subparagraph.

2. You covenant that during the term of this Agreement, or during any Interim Period, you will not, either directly or indirectly, for yourself, or through,

on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, advertise, promote, or consult with or have any interest in any Competitive Business (as defined below).

3. You covenant that you will not, for a period of two years after the expiration or termination of this Agreement or after the expiration of any Interim Period, regardless of the cause of termination, or within two years of the sale of the Business or any interest in you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, advertise, promote in any media including social media platforms, or consult with or have any interest in a Competitive Business (as defined below):

a. In the PMA;

b. Within a 20-mile radius of the outer boundary of the PMA; or

c. Inside the PMA of another DOXA business, whether franchised or owned by us or our affiliates.

For purposes of this Section 10.D, a "Competitive Business" is any business that provides staff augmentation and/or business process outsourcing and/or offshoring services.

4. You agree that the length of time in subpart (3) will be tolled for any period during which you are in breach of the covenants or any other period during which we seek to enforce this Agreement. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

TRANSFER OF FRANCHISE

10. You agree that the following provisions govern any transfer or proposed transfer:

A. Transfers. We have entered into this Agreement with specific reliance upon your financial qualifications, experience, skills and managerial qualifications as being essential to the satisfactory operation of the Business. Consequently, neither your interest in this Agreement nor in the Business may be transferred or assigned to or assumed by any other person or entity (the "assignee"), in whole or in part, unless you have first tendered to us the right of first refusal to acquire this Agreement in accordance with Section 10.F, and if we do not exercise such right, unless our prior written consent is obtained, the transfer fee provided for in Section 10.C is paid, and the transfer conditions described in Section 10.D are satisfied. Any sale (including installment sale), lease, pledge, management agreement, contract for deed, option agreement, assignment, bequest, gift or otherwise, or any arrangement pursuant to which you turn over all or part of the daily operation of the Business to a person or entity who shares in the losses or profits of the Business in a manner other than as an employee will be considered a transfer for purposes

of this Agreement. Specifically, but without limiting the generality of the foregoing, the following events constitute a transfer and you must comply with the right of first refusal, consent, transfer fee, and other transfer conditions in this Section 10:

1. Any 20% or more change in the ownership percentage of the franchisee entity; or

2. Any change in the general partner of a franchisee that is a general, limited or other partnership entity.

In the event of your insolvency or the filing of any petition by or against you under any provisions of any bankruptcy or insolvency law, if your legal representative, successor, receiver or trustee desires to succeed to your interest in this Agreement or the business conducted hereunder, such person first must notify us, tender the right of first refusal provided for in Section 10.F, and if we do not exercise such right, must apply for and obtain our consent to the transfer, pay the transfer fee provided for in Section 10.C, and satisfy the transfer conditions described in Section 10.D. In addition, you or the assignee must pay the attorneys' fees and costs that we incur in any bankruptcy or insolvency proceeding pertaining to you.

B. Consent to Transfer. We will not unreasonably withhold our consent to transfer, provided we determine that all of the conditions described in this Section 10 have been satisfied. Application for our consent to a transfer and tender of the right of first refusal provided for in Section 10.E must be made by submission on our form of application for consent to transfer, which must be accompanied by the documents (including a copy of the proposed purchase or other transfer agreement) or other required information. The application must indicate whether you or an owner proposes to retain an interest in the property to be transferred. No interest may be retained or created, however, without our prior written consent and except upon conditions acceptable to us. Any agreement used in connection with a transfer shall be subject to our prior written approval, which approval will not be withheld unreasonably. You immediately must notify us of any proposed transfer and must submit promptly to us the application for consent to transfer. Any attempted transfer by you without our prior written consent or otherwise not in compliance with the terms of this Agreement will be void and will provide us with the right to elect either to default and terminate this Agreement or to collect from you and the guarantors a transfer fee equal to two times the transfer fee provided for in Section 10.C.

C. Conditions of Transfer. We condition our consent to any proposed transfer, whether to an individual, a corporation, a partnership or any other entity upon the following:

1. Assignee Requirements. The assignee must meet all of our then-current requirements for our DOXA franchise program we are offering at the time of the proposed transfer and sign our then-current form of franchise agreement, modified to reflect the term remaining under this Agreement.

2. Payment of Amounts Owed. All amounts owed by you to us, or any of our affiliates or your suppliers, or upon which we or our affiliates have any contingent liability, must be paid in full.

3. Reports. You must have provided all required reports to us.

4. Transfer Fee. You pay us a transfer fee in the amount of $10,000.

5. Non-Competition Agreement. You and your owners must execute a non-competition covenant in favor of us and the assignee, agreeing that for a period of not less than two years, commencing on the effective date of the assignment, you and your owner will not, directly or indirectly, offer, sell, solicit or perform any staff augmentation and/or business process outsourcing services (except pursuant to other franchise agreements entered into with us) to any person or business entity which was at any time within 24 months immediately preceding the effective date of the assignment a client of the Business.

6. Guarantee. In the case of an installment sale for which we have consented to you or any owner retaining an interest or other financial interest in this Agreement or the business operated thereunder, you or such owner, and the guarantors, are obligated to guarantee the performance under this Agreement until the final close of the installment sale or the termination of such interest, as the case may be.

7. General Release. You and each guarantor must sign a general release of all claims arising out of or relating to this Agreement, your Business or the parties' business relationship, in the form we designate, releasing us and our affiliates.

8. Training. The assignee must, at your or assignee's expense, comply with our training requirements.

9. Financial Reports and Data. We have the right to require you to prepare and furnish to assignee and/or us such financial reports and other data relating to the Business and its operations as we deem reasonably necessary or appropriate for assignee and/or us to evaluate the Business and the proposed transfer. You agree that we have the right to confer with proposed assignees and furnish them with information concerning the Business and proposed transfer without being held liable to you, except for intentional misstatements made to an assignee. Any information furnished by us to proposed assignees is for the sole purpose of permitting the assignees to evaluate the Business and proposed transfer and must not be construed in any manner or form whatsoever as an earnings claim, financial performance representation or claims of success or failure.

10. Other Conditions. You must have complied with any other conditions that we reasonably require from time to time as part of our transfer policies.

D. Death, Disability or Incapacity. If the event of a death, disability or incapacity of Franchisee's principal owner (designated owner under Section 6.A) and the decedent's or disabled or incapacitated person's heir or successor-in-interest wishes to continue as the principal/designated owner of the Franchisee entity, such person must apply for our consent under Section 10.B and satisfy the transfer conditions under Section 10.C, as in any other case of a proposed transfer, all within 120 days of the death or event of disability or incapacity, although we will not charge any transfer fee in the event of a transfer under this Section 10.D. During any transition period to an heir or successor-in-interest, the Business still must be operated in accordance with the terms and conditions of this Agreement.

E. Right of First Refusal. If you propose to transfer or assign this Agreement or your interest herein or in the Business, in whole or in part, to any third party, including, without limitation, any transfer contemplated by Section 10.A, you first must offer to sell to us your interest. In the event of a bona fide offer from such third party, you must obtain from the third-party offeror and deliver to us a statement in writing, signed by the offeror and by you, of the terms of the offer. We then have 10 days from our receipt of the statement setting forth the third-party offer and other requested information to accept the offer by delivering written notice of acceptance to you. We will have an additional 45 days to complete the purchase if we elect to exercise our right of first refusal. Our acceptance of any right of first refusal will be on the same price and terms set forth in the statement delivered to us; provided, however, we have the right to substitute equivalent cash for any noncash consideration included in the offer. If we fail to accept the offer within the 10-day period, you will be free for 60 days after such period to complete the disposition described in the statement delivered to us provided such transfer is completed in compliance with this Section 10. You may engage in no other sale or assignment of you, this Agreement or the Business without first offering the same to us in accordance with this Section 10.E.

G. Transfer by Us. We have the right to sell or assign, in whole or in part, our interest in this Agreement.

DISPUTE RESOLUTION

11. The following provisions apply with respect to dispute resolution:

A. Mediation. Before any party may bring an action in court or against the other, or commence an arbitration proceeding (except as noted in Section 11.C below), the parties must first meet to mediate the dispute. The mediation will be held in the county in which our headquarters are located at the time of the mediation. Any such mediation shall be non-binding and shall be conducted by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes. The mediator will be appointed in accordance with the Rules and Regulations of the American Arbitration Association unless the parties agree on a mediator in writing within ten days after either party gives written notice of mediation. The mediation hearing will be held within 20 days after the mediator has been appointed. Each party will be responsible for

its own fees and expenses, although they will split evenly the cost of the mediator's fees and expenses.

B. Arbitration. Except as qualified below, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to this Agreement (including the arbitrability of any dispute), the parties' relationship, or your Business must be submitted to binding arbitration with a single arbitrator under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the American Arbitration Association pursuant to its then-current commercial arbitration rules and procedures. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims to the jurisdiction of the courts. The arbitration must take place in the county where our headquarters is located at the time of the dispute. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five years of significant experience in franchise law. A judgment may be entered upon the arbitration award by any state or federal court in the state where we maintain our headquarters or the state where your Business is located. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set.

C. Exceptions to Arbitration. Notwithstanding Section 11.B, the parties agree that the following claims will not be subject to arbitration:

1. any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, including intellectual property or Confidential Information, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder; or

2. any action related solely to the collection of moneys owed to us or our affiliate.

D. Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, or the Business will be entitled to recover its reasonable attorneys' fees and costs.

DEFAULT AND TERMINATION

12. The following provisions apply with respect to default and termination:

A. Defaults. You are in default if we determine that you or any guarantor has breached any of the terms of this Agreement or any other agreement between you and us or our affiliates, which without limiting the generality of the foregoing includes making any false report to us, intentionally understating or underreporting or failure to pay when due any amounts required to be paid to us or any of our affiliates, conviction of you or a guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of any of the Marks or the Business or any felony, filing of tax or other liens that may affect this Agreement, voluntary or involuntary bankruptcy by or against you or any guarantor, insolvency, making an assignment for the benefit of creditors or any similar voluntary or involuntary arrangement for the disposition of assets for the benefit of creditors.

B. Termination by Us. We have the right to terminate this Agreement in accordance with the following provisions:

1. Termination After Opportunity to Cure. Except as otherwise provided in this Section 12.B: (i) you will have 30 days from the date of our issuance of a written notice of default to cure any default under this Agreement, other than a failure to pay amounts due or submit required reports, in which case you will have 10 days to cure those defaults; (ii) your failure to cure a default within the 30-day or 10-day period will provide us with good cause to terminate this Agreement; (iii) the termination will be accomplished by mailing or delivering to you written notice of termination that will identify the grounds for the termination; and (iv) the termination will be effective immediately upon our issuance of the written notice of termination.

2. Immediate Termination With No Opportunity to Cure. If any of the following defaults occur, you will have no right or opportunity to cure the default and this Agreement will terminate effective immediately on our issuance of written notice of termination: any material misrepresentation or omission in your franchise application or other reports or information provided to us, your voluntary abandonment of this Agreement, you register any domain name containing our Marks, any unauthorized use of the Confidential Information, insolvency of you or guarantor, you or a guarantor making an assignment or entering into any similar arrangement for the benefit of creditors, conviction of you or any guarantor of (or pleading no contest to) any misdemeanor that brings or tends to bring any of the Marks into disrepute or impairs or tends to impair your reputation or the goodwill of the Marks or the Business or any felony, any unauthorized transfer or assignment in violation of Section 10 or any default by you that is the second default of any type within any 12-month consecutive period.

3. Immediate Termination After No More than 24 Hours to Cure. If a default under this Agreement occurs that materially impairs the goodwill associated

with any of the Marks or if the operation of your Business presents a health or safety hazard to the public or to clients or employees: (i) you will have no more than 24 hours after we provide written notice of the default to cure the default; and (ii) this Agreement will terminate effective immediately on our issuance of written notice of termination.

4. Effect of Other Laws. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this franchise supersede any provision of this Agreement that is less favorable to you.

C. Termination by You. You may terminate this Agreement as a result of a breach by us of a material provision of this Agreement provided that: (i) you provide us with written notice of the breach that identifies the grounds for the breach; and (ii) we fail to cure the breach within 30 days after our receipt of the written notice. If we fail to cure the breach, the termination will be effective 60 days after our receipt of your written notice of breach. Your termination of this Agreement under this Section will not release or modify your post-term obligations under Section 13 of this Agreement.

POST-TERM OBLIGATIONS

13. Upon the expiration or termination of this Agreement, or the expiration of any Interim Period:

A. Reversion of Rights; Discontinuation of Trademark Use. All of your rights to the use of the Marks and all other rights and licenses granted herein and the right and license to conduct business under the Marks will revert to us without further act of any party. All of your right, title and interest in, to and under this Agreement will become our property.

You must immediately comply with the post-term noncompete obligations under Section 9.D, cease all use and display of the Marks and of any proprietary material (including the Operations Manual) and of all or any portion of promotional materials furnished or approved by us, assign all right, title and interest in the telephone numbers for the Business and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities. You must pay all sums due to us, our affiliates or designees and all sums you owe to third parties that have been guaranteed by us or any of our affiliates. You must immediately return to us, at your expense, all copies of the Operations Manual, Client Information and ongoing contracts then in your possession or control or previously disseminated to your employees and continue to comply with the confidentiality provisions of Section 5.G. You must promptly at your expense, remove or obliterate all Business materials in your possession that bear any of the Marks or names or material confusingly similar to the Marks. You must cease any and all advertising and identifying materials generated during the term of the franchise, including, but not limited to, terminating all business listings in electronic and print format, cancelation of all websites, domain names, social media accounts and telephone numbers used in connection with the Business.

If, for any reason, you continue to do business after termination of this Agreement, you must create new web pages, email addresses, phone numbers, business listings, social media accounts and any other identifying information for the new business. You may not maintain any business listing (e.g., Better Business Bureau, etc.) that were generated while you operated as a DOXA franchisee. All ratings, reviews, client comments, and the like are exclusively our property and shall not be used by you upon termination of this Agreement. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement (or the expiration of any Interim Period), you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us or our affiliates that expressly or by their nature survive the expiration or termination of this Agreement, including without limitation, the indemnification provisions of Section 9.B and noncompete provisions of Section 9.D.

B. Purchase Option. We have the right but not the obligation, to purchase or designate a third party that will purchase all or any portion of the assets of your Business that are owned by you or any of your affiliates, including computer hardware. Notwithstanding anything to the contrary in this Agreement, we have the right to set off against and reduce the purchase price by any and all amounts owed by you to us or our affiliates.

C. Claims. You and your Principal Owners and guarantors may not assert any claim or cause of action against us or our affiliates relating to this Agreement or your Business after the shorter period of the applicable statute of limitations or one year following the effective date of termination of this Agreement; provided that where the one-year limitation of time is prohibited or invalid by or under any applicable law, then and in that event no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

GENERAL PROVISIONS

14. The parties agree to the following provisions:

A. Severability. Should one or more clauses of this Agreement be held void or unenforceable for any reason by any court or arbitrator of competent jurisdiction, such clause or clauses will be deemed to be separable in such jurisdiction and the remainder of this Agreement will be valid and in full force and effect and the terms of this Agreement must be equitably adjusted so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses. It is the intent and expectation of each of the parties that each provision of this Agreement will be honored, carried out and enforced as written. Consequently, each of the parties agrees that any provision of this Agreement sought to be enforced in any proceeding must, at the election of the party seeking enforcement and notwithstanding the availability of an adequate remedy at law, be enforced by specific performance or any other equitable remedy.

B. Waiver/Integration. No waiver by us of any breach by you, nor any delay or failure by us to enforce any provision of this Agreement, may be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights with

respect to that or any other or subsequent breach. Subject to our rights to modify the Operations Manual and/or standards and as otherwise provided herein, this Agreement may not be waived, altered or rescinded, in whole or in part, except by a writing signed by you and us. This Agreement, together with the addenda and appendices hereto and constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Disclosure Document we furnished to you.

C. Notices. Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by registered or certified mail, and addressed as follows:

1. If intended for us, addressed to DOXA Talent Franchising LLC, 9169 W State St., #775, Garden City, ID 83714;

2. If intended for you, addressed to you at the address set forth on the Data Sheet; or,

in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this Section.

D. Authority. Any modification, consent, approval, authorization or waiver granted hereunder required to be effective by signature will be valid only if in writing executed by you or, if on behalf of us, in writing executed by our CEO.

E. References. If the franchisee is two or more individuals, the individuals are jointly and severally liable, and references to you in this Agreement includes all of the individuals. Headings and captions contained herein are for convenience of reference and may not be taken into account in construing or interpreting this Agreement.

F. Guarantee. All persons having a 5% or more ownership interest in a franchisee that is a corporation, partnership, limited liability company or partnership or other legal entity must execute the form of undertaking and guarantee at the end of this Agreement. Any person or entity that at any time after the date of this Agreement becomes an owner must execute the form of undertaking and guarantee at the end of this Agreement.

G. Successors/Assigns. Subject to the terms of Section 10 hereof, this Agreement is binding upon and inures to the benefit of the administrators, executors, heirs, successors and assigns of the parties.

H. Interpretation of Rights and Obligations. The following provisions apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement, and the relationship between the parties:

1. Applicable Law and Waiver. Subject to our rights under federal trademark laws and the parties' rights under the Federal Arbitration Act in accordance with Section 11 of this Agreement, the parties' rights under this Agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws (statutory and otherwise) of the state of Idaho.

2. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify the requirements of Section 5.E and other express limitations set forth in this Agreement.

3. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving client service and satisfaction, improving product and service quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

I. Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties that is not subject to arbitration under Section 12, must be brought in the state or federal district court located in the county encompassing our headquarters at the time of the dispute. Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts. The provisions of this subparagraph will survive the termination of this Agreement. You are aware of the business purposes and needs underlying the language of this Section, and with a complete understanding thereof, agree to be bound in the manner set forth.

J. Jury Waiver. ALL PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR

SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT.

K. Waiver of Punitive Damages. YOU AND US AND OUR AFFILIATES AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED.

L. Relationship of the Parties. You and we are independent contractors. Neither party is the agent, legal representative, partner, subsidiary, joint venturer or employee of the other. Neither party may obligate the other or represent any right to do so. This Agreement does not reflect or create a fiduciary relationship or a relationship of special trust or confidence.

M. Force Majeure. A party's failure of performance of this Agreement according to its terms will not be deemed a breach of this Agreement to the extent such failure was caused by events beyond the party's control and which could not be avoided by the exercise of due care including, but not limited to, terrorism, strikes (except those caused by employees or agents), war, riots, civil disorder, and acts of government except as may be specifically provided for elsewhere in this Agreement. Nothing in this provision shall excuse a party from any obligations, or deprive any party of rights, that survive termination of this Agreement, including but not limited to those obligations and rights set forth in Sections 9.B and 9.D.

N. Adaptations and Variances. Complete and detailed uniformity under many varying conditions may not always be possible, practical, or in the best interest of the System. Accordingly, we have the right to vary the standards, specifications, and requirements for any franchised business or franchisee based upon the customs or circumstances of a particular franchise, business potential, trade area population, existing business practice, competitive circumstance or any other condition that we deem to be of importance to the operation of such business, franchisee's business or the System. We are not required to grant to you a like or other variation as a result of any variation from standard specifications or requirements granted to any other franchisee.

O. Notice of Potential Profit. We and/or our affiliates may from time to time make available to you goods, products and/or services for use in your Business on the sale of which we and/or our affiliates may make a profit. Further, we and/or our affiliates may from time to time receive consideration from suppliers and/or manufacturers in respect to sales of goods, products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said profits and/or consideration.

P. Effective Date. We will designate the "Effective Date" of this Agreement in the space provided on the Data Sheet. If no Effective Date is designated on the Data Sheet, the Effective Date is the date when we sign this Agreement.

Q. Anti-Terrorism Provision. You and each Owner represent and warrant to us that: (a) neither you nor any Owner is named, either directly or by an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control currently located at www.treas.gov/offices/ enforcement/ofac/; (b) you and each Owner will take no action that would constitute a violation of any applicable laws against corrupt business practices, against money laundering and against facilitating or supporting persons or entities who conspire to commit acts of terror against any person or entity, including as prohibited by the U.S. Patriot Act (currently located at www.epic.org/privacy/ terrorism/hr3162.html), U.S. Executive Order 13244 (currently located at www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html) or any similar laws; and (c) you and each Owner shall immediately notify us in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the dates written below.

FRANCHISEE: (For an Entity)

Date: _____

_____,
a _____
(Please type or print name and type of entity)

By:_____
(Signature of person signing on behalf of entity)

_____
(Please type or print name of person signing on behalf of entity)

Its:_____
(Please type or print title of person signing on behalf of entity

FRANCHISEE: (For an Individual)

Date:_____

Name:_____
(Please type or print)

Signature:_____

Witness:_____
(Please type or print)

Signature:_____

Date:_____

Name:_____
(Please type or print)

Signature:_____

US: DOXA TALENT FRANCHISING LLC

Date:_____

By:_____

Its:_____

Schedule A to the Franchise Agreement

Data Sheet

1. **Franchisee:** _____
_____
_____
_____

2. **Owners.** You represent and warrant to us that the following persons are the only owners of Franchisee:

Name	Home Address	Percentage of Ownership

The foregoing owners will be devoting their full time to the Business.

3. **Primary Market Area ("PMA").** As stated in Section 2 of the Franchise Agreement, and subject to the terms and conditions of the Franchise Agreement, the PMA under this Agreement is as follows: _____
_____

4. **Initial Franchise Fee:** _____

5. **Initial Computer System requirements:**

   a. Your initial laptop computer is provided to you as part of the Initial Franchise Fee. You must obtain any additional and/or replacement laptop from Operations at your sole cost.

   b. **Tech & Marketing Services Fee:** You will pay us a monthly Tech & Marketing Services Fee, currently in the amount of $499 per month per one person access, for which we will provide you access to the following required computer system software (additional logins are $325/person/month): customer relationship management (CRM) software, including applicant tracking System (ATS); learning management system (LMS); VOIP phone system; Adobe; Microsoft 365, limited email and file storage platforms; and cybersecurity software; and other software items as we may from time to time specify. Also included in this fee are related digital marketing services that we will provide to you as well as our ongoing support for your initial laptop and the software we provide to you, including updates to the software. We may increase this fee, but not more than by 20% annually, in addition to any increases or changes to this fee to reflect changes in the software included and/or to pass through any third-party vendor cost increases.

Effective Date: _____

We may amend this Data Sheet from time to time to reflect changes to the Computer System.

YOU: _____

By _____
Its _____

WE: DOXA TALENT FRANCHISING LLC

By _____
Its _____

Schedule B to the Franchise Agreement

Electronic Transfer of Funds Authorization

Franchisee:_____
Location:_____
Date:_____

NEW	CHANGE

Attention: Accounting Department

The undersigned hereby authorizes DOXA Talent Franchising LLC or any affiliated entity (collectively, "Franchisor") to initiate weekly ACH debit entries against the account of the undersigned with you in payment of amounts for Tech & Marketing Services Fees and other amounts that become payable by the undersigned to Franchisor. Such amounts owed to Franchisor or its affiliates are due monthly by the 15th day of each month for the previous month. The dollar amount to be debited per payment will vary.

Subject to the provisions of this letter of authorization, you are hereby directed to honor any such ACH debit entry initiated by Franchisor.

This authorization is binding and will remain in full force and effect until 90 days' prior written notice has been given to you by the undersigned. The undersigned is responsible for, and must pay on demand, all costs or charges relating to the handling of ACH debit entries pursuant to this letter of authorization.

Please honor ACH debit entries initiated in accordance with the terms of this letter of authorization, subject to there being sufficient funds in the undersigned's account to cover such ACH debit entries.

Sincerely yours,

*** We also need a VOIDED Check ***

_____
Account Name

_____
Bank Name

_____
Branch

_____
Street Address

_____
City State Zip Code

_____
Bank Telephone Number

_____
Bank's Routing Number

_____
Customer's Account Number

_____
Street Address

_____
City State Zip Code

_____
Telephone Number

By_____

Its_____

Date_____

Schedule C to the Franchise Agreement

Telephone and URL Assignment Agreement

This Assignment Agreement (the "Assignment") is made and entered into between DOXA Talent Franchising LLC, an Idaho limited liability company ("Franchisor") and the undersigned DOXA Franchisee ("Franchisee").

RECITALS

A. Franchisor has developed a unique system for the establishment and operation of businesses that solicit, market, offer and sell staff augmentation and business process outsourcing solutions and related support services to businesses (the "System");

B. Franchisor and Franchisee have entered into a Franchise Agreement dated _____ (the "Franchise Agreement"), pursuant to which Franchisee was granted the right to operate a DOXA Business under the System; and

C. It is the desire of and in the best interests of Franchisor and the System that if the Franchise Agreement terminates or expires, the telephone numbers, telephone directory listings and internet addresses used by Franchisee in connection with the operation of its DOXA Business are assigned to Franchisor.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and Franchisor's agreeing to enter into the Franchise Agreement, Franchisor and Franchisee agree as follows:

1. Franchisee hereby agrees to assign to Franchisor: (i) those certain telephone numbers and regular, classified or other telephone directory listings used by Franchisee in connection with operating the DOXA Business (collectively, the "Numbers and Listings") and (ii) those certain Internet Web Site addresses ("URLs") associated with the DOXA Marks and used from time to time by Franchisee in connection with the operation of its DOXA Business.

2. This Assignment is for collateral purposes only and, except as specified herein, Franchisor will have no liability or obligation of any kind whatsoever arising from or in connection with Franchisee's use of the Numbers and Listings and the URLs, unless and until Franchisor notifies the telephone company and the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "Telephone Company") and Franchisee's Internet service provider ("ISP") to effectuate the assignment pursuant to the terms hereof.

3. Upon termination or expiration of the Franchise Agreement (without renewal or extension), Franchisor will have the right and is hereby empowered to effectuate the assignment of the Numbers and Listings and the URLs to itself or to any third party it designates. If Franchisor exercises its assignment rights, Franchisee will have no further right, title or interest in the Numbers and Listings or the URLs; provided, however, Franchisee will remain liable to the Telephone Company and the ISP for any and all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment.

4. Franchisee acknowledges and agrees that as between Franchisor and Franchisee, upon termination or expiration of the Franchisee Agreement, Franchisor will have the sole right to and interest in the Numbers and Listings and the URLs, and Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Telephone Company and the ISP to assign the same to Franchisor and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon

such event, Franchisee will immediately notify the Telephone Company and the ISP to assign the Numbers and Listings and the URLs to Franchisor. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Numbers and Listings and the URLs to Franchisor, Franchisor will direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Franchisor.

5. The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Numbers and Listings and the URLs upon such termination or expiration of the Franchise Agreement and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

Agreed to this ____ day of _____, 20____.

Franchisor: DOXA Talent Franchising LLC

By:_____

Its: _____

Franchisee: _____

By:_____

Printed Name:_____

Its: _____

By:_____

Printed Name:_____

Its: _____

Schedule D to the Franchise Agreement

PERSONAL GUARANTEE AND AGREEMENT TO BE BOUND
PERSONALLY BY THE TERMS AND CONDITIONS
OF THE FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement by us, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in the Franchise Agreement, to be paid, kept and performed by the franchisee, including without limitation the arbitration and other dispute resolution provisions of the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including but not limited to the non-compete provisions in Section 9.D, and agree that this Personal Guarantee will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of this Franchise Agreement.

The undersigned waives: (1) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (2) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (3) any right he/she may have to require that an action be brought against the franchisee or any other person as a condition of liability.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by franchisee's insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Franchise Agreement, or the amendment or extension of the Franchise Agreement with or without notice to the undersigned.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee will inure to the benefit of our successors and assigns.

FRANCHISEE: _____

PERSONAL GUARANTORS:

_____	_____
Individually	Individually
_____	_____
Print Name	Print Name
_____	_____
Address	Address
_____	_____
City State Zip Code	City State Zip Code
_____	_____
Telephone	Telephone

Schedule E to the Franchise Agreement

THIS SCHEDULE E DOES NOT APPLY TO CANDIDATES LOCATED IN, OR FRANCHISED BUSINESSES TO BE LOCATED IN, ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

ACKNOWLEDGMENT ADDENDUM TO DOXA FRANCHISE AGREEMENT

As you know, you and we are entering into a Franchise Agreement for the operation of a DOXA franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least fourteen calendar days prior to signing the Franchise Agreement? Check one: (_) Yes (_) No. If no, please comment:_____
_____

2. Have you studied and reviewed carefully our Disclosure Document and Franchise Agreement, Check one: (_) Yes (_) No. If no, please comment:_____
_____

3. Did you understand all the information contained in both the Disclosure Document and Franchise Agreement? Check one: (_) Yes (_) No. If no, please comment:_____
_____
_____

4. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Disclosure Document? Check one: (_) No (_) Yes. If yes, please state in detail the oral, written or visual claim or representation:_____
_____
_____

5. Except as noted in Item 19, did any employee or other person speaking on behalf of DOXA Talent Franchising LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, earnings, income or profit levels at any DOXA business, or the likelihood of success at your franchised business? Check one: (_) No (_) Yes. If yes, please state in detail the oral, written or visual claim or representation:_____
_____
_____

6. Did any employee or other person speaking on behalf of DOXA Talent Franchising LLC make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document? Check one: (__) Yes (__) No. If yes, please comment:_____
_____
_____

7. Do you understand that that the franchise granted is for the right to operate a DOXA Business within the Primary Market Area ("PMA") only and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, outside your PMA and engage in certain activities inside your PMA? Check one: (__) Yes (__) No. If no, please comment: _____
_____

8. Do you understand that the Franchise Agreement and Disclosure Document contain the entire agreement between you and us concerning the franchise for the DOXA Business, meaning that any prior oral or written statements not set out in the Franchise Agreement or Disclosure Document will not be binding and you are not relying on any such prior oral or written statements? Check one: (__) Yes (__) No. If no, please comment:_____
_____
_____

9. Do you understand that the success or failure of your DOXA Business will depend in large part upon your skills, effort and experience, your business acumen, your location, the local market for products under the DOXA trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors and that all of those factors can be different for each franchisee and impact your business differently from any other DOXA business, including any operated by our affiliates? Further, do you understand that the economic, business and other factors that exist at the time you open your DOXA Business may change? Check one: (__) Yes (__) No. If no, please comment:_____
_____
_____
_____

10. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) and that an injunction is an appropriate remedy to protect the interest of the DOXA system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement? Check one (__) Yes (__) No. If no, please comment: _____
_____

11. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise are for the purpose of protecting the DOXA brand and Marks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters? Check one (__) Yes (__) No. If no, please comment:_____
_____

12. Do you understand and acknowledge that the financial performance representations set forth in Item 19 of the Disclosure Document are historical data and not projections of future financial performance? Yes ___ or No ___
If no, give details_____

14. On the receipt pages of your Disclosure Document you identified _____
_____
as the franchise sellers involved in this franchise sales process. Are the franchise sellers identified above the only franchise sellers involved with this transaction? Check one: (__) Yes (__) No. If no, please identify any additional franchise sellers involved with this transaction: _____
_____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed:_____
Print Name:_____
Date:_____

Signed:_____
Print Name:_____
Date:_____

APPROVED ON BEHALF OF DOXA TALENT FRANCHISING LLC

Signed_____
Print Name:_____
Date:_____

By:_____
Title:_____
Date:_____

Exhibit D

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Exhibit E

STATE ADDENDA

CALIFORNIA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to the California Franchise Investment Act.

A. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

B. California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

C. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

D. The franchise agreement requires binding arbitration. The arbitration will occur in Ada County, Idaho, with the costs to be borne equally by the parties.

E. The Franchise Agreement requires application of the laws of Idaho. This provision may not be enforceable under California law.

F. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

G. Section 31125 of the California Corporations Code requires us to give to you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

H. You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

I. The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY

COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations, and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with this franchise.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR CALIFORNIA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between DOXA Talent Franchising LLC ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

This Addendum pertains to franchises sold in the State of California and is for the purpose of complying with California statutes and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Franchise Agreement is amended as follows:

1. California Business and Professions Code Sections 20000 through 20043, the California Franchise Relations Act, provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

2. Section 9.D.3 of the Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

3. Section 11.B of the Franchise Agreement requires binding arbitration. The arbitration will occur in the county in which Franchisor's headquarters are then located.

4. Termination of the Franchise Agreement by us because of your insolvency or bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

5. You must sign a general release if you renew or transfer your franchise. These provisions may be unenforceable under California law. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

6. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations, and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

7. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other

person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

FRANCHISOR: **DOXA Talent Franchising LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

HAWAII ADDENDUM
TO DISCLOSURE DOCUMENT

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUB-FRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUB-FRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with this franchise.

ILLINOIS ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

Item 5: Franchisor will defer the payment of initial franchise fees until Franchisor has satisfied its pre-opening obligations to Franchisee and the Franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

Item 17, Additional Disclosures. The following statement is added to Item 17:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR ILLINOIS FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between DOXA Talent Franchising LLC ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The following sentence is added to the end of Section 8.A:

   Franchisor will defer the payment of initial franchise fees until Franchisor has satisfied its pre-opening obligations to Franchisee and the Franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

2. The following sentence is added to the end of Section 14.I:

   Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that the Franchise Agreement may provide for arbitration in a forum outside of Illinois.

3. The last sentence of Section 14.H(1) is deleted and replaced by the following:

   Illinois law governs the franchise agreement.

4. Franchisee's rights upon termination and non-renewal of the franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR: **DOXA Talent Franchising LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

INDIANA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Nothing in this disclosure document or the franchise agreement is intended to be contrary to the provisions of the "Deceptive Franchise Practices" law of Indiana, which is contained in Indiana Code, Title 23, Article 2, Chapter 2.7, Sections 1 through 7 as amended ("Indiana Franchise Practices Law"). In the event of any conflict between any provision of the franchise agreement and the Indiana Franchise Practices Law the Indiana law will control, but in that case, the provision of the franchise agreement affected will be limited only to the extent necessary to bring it within the requirement of the law and, to that extent, that provision shall be deemed to have been omitted from the franchise agreement as of the date of execution of the franchise agreement. This will not affect the validity of any remaining portion of the franchise agreement.

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 5: "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

The following is added to Item 17:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between DOXA Talent Franchising LLC ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Maryland; (b) Franchisee is a resident of the State of Maryland; and/or (c) the Business will be located or operated in the State of Maryland.

2. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.

3. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.

4. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

5. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

6. Section 8.A of the Franchise Agreement is hereby amended by adding the following: "Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement."

FRANCHISOR: **DOXA Talent Franchising LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Item 6: The following statement is added to Item 6:

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

Item 13, Additional Disclosure: The following statement is added to Item 13:

We will protect your right to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name to the extent required by Minn. Stat. Sec. 80C.12, Subd.1(g).

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

Item 17, Notice of Termination; Consent to Transfer: The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Item 17, Governing Law, Jurisdiction and Venue and Choice of Forum: The following statement is added to the cover page and Item 17:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

In accordance with Minnesota Statutes, Section 80C.17, Subd. 5, no action may be commenced more than three years after the cause of action accrues.

Item 17, General Release: The following statement is added to Item 17:

> Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between DOXA Talent Franchising LLC ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the Business will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Section 12.B:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, subdivision 3, 4, and 5 which requires, except in certain cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

3. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

4. The following sentence is added to the end of Sections 4.B and 10.C:

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

5. The following sentence is added to Section 8.E:

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

6. The following sentences are added to the end of Sections 11.C and 14.I:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or the Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

The Franchisee cannot consent to the Franchisor obtaining injunctive relief. The Franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J). Also, a court will determine if a bond is required.

In accordance with Minnesota Statutes, Section 80C.17, Subd. 5, no action may be commenced more than three years after the cause of action accrues.

6. The following is added to Section 10:

Consent to a transfer of the franchise will not be unreasonably withheld so long as the franchisee to be substituted meets the present qualifications and standards then required by us of our franchisees.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

FRANCHISOR: **DOXA Talent Franchising LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK STATE ADDENDUM TO FDD

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought

by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR NEW YORK FRANCHISEES

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between DOXA Talent Franchising LLC ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of New York; (b) Franchisee is a resident of the State of New York; and/or (c) the Franchised Business will be located or operated in the State of New York.

2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695 may not be enforceable.

3. The following sentence is added to the end of Sections 4.B and 10.C:

Any provision in the Franchise Agreement requiring Franchisee to sign a general release of claims against Franchisor does not release any claim Franchisee may have under New York General Business Law, Article 33, Sections 680 – 695.

4. The following sentence is added at the end of Section 10.G:

Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and able to assume Franchisor's obligations under the Franchise Agreement.

5. The following sentence is added to the end of Section 14.H(1):

Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[THE REST OF THIS PAGE IS
INTENTIONALLY LEFT BLANK]

Franchisor: DOXA Talent Franchising LLC

By:_____

Its:_____

Franchisee: _____

By:_____

Printed Name:_____

Its:_____

By:_____

Printed Name:_____

Its:_____

RHODE ISLAND ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to the Rhode Island Franchise Investment Act. Item numbers correspond to those in the main body:

ITEM 17.

The provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of the State of Rhode Island or requiring the application of the laws of a state other than the State of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with this franchise.

VIRGINIA ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

Item 17 In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for DOXA Talent Franchising LLC for use in the Commonwealth of Virginia shall be amended as follows:

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with this franchise.

WASHINGTON ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW, will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgment.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington.

19. **Financial Assurance (Item 5).** The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business.

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND RELATED AGREEMENTS

This Addendum to the Franchise Agreement ("Franchise Agreement") dated _____ between DOXA Talent Franchising LLC ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW, will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgment.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Section 8A of the Franchise Agreement is hereby revised by adding the following: "The franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled its initial pre-opening obligations to the franchisee and the franchisee is open for business."

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

_____

Signature of Franchisor Representative Signature of Franchisee Representative

_____

Title of Franchisor Representative Title of Franchisee Representative

Exhibit F

FORM OF GENERAL RELEASE

FORM OF GENERAL RELEASE

(Subject to Change by DOXA TALENT FRANCHISING LLC)

For and in consideration of the Agreements and covenants described below, DOXA TALENT FRANCHISING LLC ("Franchisor") and _____ ("Franchisee") enter into this Release of Claims ("Agreement").

RECITALS

A. Franchisor and Franchisee entered into a Franchise Agreement dated _____ _____, ____.

B. [NOTE: Describe the circumstances relating to the release.]

C. Subject to and as addressed with greater specificity in the terms and conditions outlined below, Franchisor and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration.** [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims by Franchisor.** Except as noted in this Section 4, and subject to your compliance with the terms and conditions of this Agreement, including the payment of $_____ to Franchisor, Franchisor, for itself, its predecessors, successors, assigns, affiliates, directors, officers, shareholders, and employees (collectively and individually referred to as the "Franchisor Parties"), hereby release and forever discharge Franchisee, its heirs, successors and assigns, affiliates, directors, officers and shareholders, and any other party claiming an interest through them (collectively and individually referred to as the "Franchisee Parties") from any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which you may now or in the future own or hold, that in any way relate to the Franchise Agreement (collectively, "Claims"), for known or unknown damages or other losses including, but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisor Parties do not release the Franchisee Parties from any obligations arising by virtue of this Agreement and the Franchisee Parties' failure to comply with those obligations. Further, the Franchisor Parties do not release the Franchisee Parties from any Claims related to Franchisee's (i) indemnification obligations under Section ___ of the Franchise Agreement, (ii) non-disclosure obligations under Section ___ of the Franchise Agreement, and (iii) post-termination non-compete obligations under Section __ of the Franchise Agreement, each of which remain in full force and effect and are incorporated by reference in this Agreement.

5. **Release of Claims by Franchisee.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Franchisee Parties release and forever discharge the Franchisor Parties of and from any and all Claims, for known or unknown damages or other losses including, but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other related agreement between you and Franchisor or your affiliate and Franchisor.

The Franchisee Parties do not release the Franchisor Parties from any obligations arising by virtue of this Agreement and the Franchisor Parties' failure to comply with those obligations.

6. **Acknowledgements.** The releases of Claims outlined in Sections 4 5 are intended by the Franchisor Parties and the Franchisee Parties (collectively, the "Parties") to be full and unconditional general releases, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the one of the Parties against the other Party regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned in this Agreement. In making this voluntary express waiver, the Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned in this Agreement may later be discovered and that it is the Parties' respective intentions to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. The Parties further acknowledge and agree that no violation of this Agreement shall void the releases outlined in this Agreement.

7. **Reservation of Claims Against Non-Settling Parties.** Franchisor and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

8. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

9. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained in this Agreement, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement. This Agreement will be construed and enforced in accordance with the law of the State of Indiana. All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Dated: _____, 20__ DOXA TALENT FRANCHISING LLC

By_____
Title_____

Dated: _____, 20__ FRANCHISEE:_____
By_____

Exhibit G

LIST OF FRANCHISEES AND FORMER FRANCHISEES

Opened Franchises as of 12/31/25

Name	Entity Name	Address	Phone	Email
Vincent Azanza	Girl Dad Works, Inc.	13108 SE 219th St., Kent, WA 98031	(425) 283-2629	vincent.azanza@doxatalent.com
Mike Birdsall	Mike Birdsall (sole proprietor)	1036 Lindsey Ct., Lafayette, CA 94549	(510) 385-4714	mike.birdsall@doxatalent.com
Nicole Smith	FOSTR LLC	232 N. 2nd St., E1, Philadelphia, PA 19106	(267) 323-0737	nicole.foster@doxatalent.com
Ivette Garcia	Ivette Garcia, Inc.	7206 Prairie Flower Ln, Frisco, TX 75033	(469) 544-3131	ivette.garcia@doxatalent.com
Crystal Ware	Simplify & Grow LLC	5316 S. Pierson Ct., Littleton, CO 80127	(859) 582-5683	crystal.ware@doxatalent.com

Signed but Unopened Franchises as of 12/31/25

Name	Entity Name	Address	Phone	Email
Montoya Hawthorne	MC Quintessential Inc.	11346 Donwiddle Dr., Loveland, OH 45140	(937) 602-9116	montoya.hawthorne@doxatalent.com

Exhibit H

STATE EFFECTIVE DATES PAGE

Franchise Disclosure Document Effective Dates

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

California	PENDING
Hawaii:	PENDING
Illinois:	PENDING
Indiana:	PENDING
Maryland:	PENDING
Michigan:	PENDING
Minnesota:	PENDING
New York:	PENDING
Rhode Island	PENDING
Virginia	PENDING
Washington:	PENDING
Wisconsin:	PENDING

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Exhibit I

RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain English. Read this Disclosure Document and all agreements carefully.

If DOXA Talent Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that DOXA Talent Franchising LLC give you this Disclosure Document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Iowa and Michigan require that DOXA Talent Franchising LLC give you this Disclosure Document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If DOXA Talent Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is DOXA Talent Franchising LLC, located at 9169 W. State St., #775, Garden City, ID 83714. Its telephone number is (208) 609-4256.

Issuance Date: March 23, 2026

The name, principal business address and telephone number of each franchise seller offering the franchise:

❑	9169 W. State St., #775, Garden City, ID 83714; telephone (208) 609-4256
❑	9169 W. State St., #775, Garden City, ID 83714; telephone (208) 609-4256
❑Other:	9169 W. State St., #775, Garden City, ID 83714; telephone (208) 609-4256

_____
_____.

DOXA Talent Franchising LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Disclosure Document dated March 23, 2026, that included the following Exhibits: (A) Agents for Service of Process & State Administrators, (B) Financial Statements, (C) Franchise Agreement, (D) Operations Manual Table of Contents, (E) State Addenda, (F) Form of General Release, (G) List of Franchisees and Former Franchisees; (H) State Effective Dates Page, and (I) Receipts.

Date:_____ Signed:_____
Print Name:_____
Address:_____

City: _____ State_____
Phone (___)_____ Zip_____

Date:_____

Signed:_____
Print Name:_____
Address:_____
City: _____ State_____
Phone (___)_____ Zip_____

Prospective Franchisee's Copy

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain English. Read this Disclosure Document and all agreements carefully.

If DOXA Talent Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that DOXA Talent Franchising LLC give you this Disclosure Document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Iowa and Michigan require that DOXA Talent Franchising LLC give you this Disclosure Document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If DOXA Talent Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is DOXA Talent Franchising LLC, located at 9169 W. State St., #775, Garden City, ID 83714. Its telephone number is (208) 609-4256.

Issuance Date: March 23, 2026

The name, principal business address and telephone number of each franchise seller offering the franchise:

❑	9169 W. State St., #775, Garden City, ID 83714; telephone (208) _____
❑	9169 W. State St., #775, Garden City, ID 83714; telephone (208) _____
❑Other:	9169 W. State St., #775, Garden City, ID 83714; telephone (208) _____

_____
_____.

DOXA Talent Franchising LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Disclosure Document dated March 23, 2026, that included the following Exhibits: (A) Agents for Service of Process & State Administrators, (B) Financial Statements, (C) Franchise Agreement, (D) Operations Manual Table of Contents, (E) State Addenda, (F) Form of General Release, (G) List of Franchisees and Former Franchisees; (H) State Effective Dates Page, and (I) Receipts.

Date:_____

Signed:_____
Print Name:_____
Address:_____

City: _____ State_____
Phone (___)_____ Zip_____

Date:_____ Signed:_____
Print Name:_____
Address:_____
City: _____ State_____
Phone (___)_____ Zip_____

DOXA Talent Franchising LLC Copy