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 and Multi-Unit Development Agreement require you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Arizona. 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 Arizona than in your own state.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all your financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets at risk if your franchise fails.

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

4. **Financial ~~Support~~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.~~5. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in 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.

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Laser Pain Away Global LLC, the franchisor of the Franchised Business is referred to in this Franchise Disclosure Document (the "Disclosure Document") as "we", "us" or "our" as the context requires. A franchisee is referred to in this Disclosure Document as "you" and "your" as the context requires. If you are a corporation, partnership or other legal entity (a "Corporate Entity"), our Franchise Agreement will also apply to your individual owners, shareholders, members, officers, directors and other principals.

The Franchisor

We are an Arizona limited liability company established on August 24, ~~2022~~2022. and our principal business address is 6025 E. McKellips Road, Suite 102, Mesa, Arizona 85215. We conduct business under our corporate name Laser Pain Away Global LLC and under the Laser Pain Away trade name. Our business is operating the Laser Pain Away franchise system and granting franchises to third parties like you to develop and operate an individual unit Clinic Location Franchise. We began offering franchises as of the Issuance Date of this Disclosure Document. Other than as discussed above, we are not in any other business, we have not conducted business in any other line of business, we do not conduct or operate a Franchised Business of the type to be operated by a franchisee, and we have not offered or sold franchises in any other line of business. We do not have any predecessors and we do not have any parent company. We do not have any affiliate that offered franchises in any line of business or provided products or services to the franchisees of the franchisor. Our registered agents for service of process are disclosed in Exhibit B of this Disclosure Document.

The Franchised Business

We license a system (the "System") for the development and operation of a Franchised Business, also referred to as a Clinic Location Franchise that, depending on your qualifications and applicable local, ~~state~~state, and federal laws and regulations, involves either, as described below:

Clinic – Your development and operation of a Clinic Location Franchise that owns and operates a clinic ("Clinic") that provides laser therapy treatment for muscle, nerve and bone tissue recovery treatments and related services and retail products (the "Approved Clinic Products and Services") under the Laser Pain Away name and marks and such other trade-names, trademarks, and logos as we may designate, modify and adopt from time to time (collectively referred to as the "Licensed Marks"). If your Clinic Location Franchise directly operates a Clinic, the gross sales and revenues of your Clinic Location Franchise will be generated from the sale of Approved Clinic Products and Services to customers of the Clinic. You may only enter into a Franchise Agreement to own and operate a Clinic if: (i) you are a licensed medical professional; or (ii) you open the Franchised Business in a state that permits individuals who are not licensed medical professionals to own and operate businesses offering Approved Clinic Products and Services. You must directly hire your own attorney to independently, evaluate, review, and advise you may or may not engage in respecting the operation and management of a Clinic; or

Clinic Management Business – Your development and operation of a Clinic Location Franchise that owns and operates a management business ("Clinic Management Business") that provides management, marketing, and clinic facility based services (the "Clinic Facility and Management Services") to medical practices, professional corporations, and licensed professionals authorized to offer and provide the Approved Clinic Products and Services (referred to as "Authorized Care Providers") at a Clinic that is directly operated, and potentially owned, by the Authorized Care Providers authorized to directly offer and provide the Approved Clinic Products and Services. You will enter into a management agreement ("Management Agreement") with the Authorized Care Providers to provide them with the Clinic Facility and Management Services and grant them a license to use the

Licensed Marks at the location of your Clinic Location Franchise. If your Clinic Location Franchise operates as a Clinic Management Business, the gross sales and revenues of your Clinic Location Franchise will be generated from management and other fees paid by Authorized Care Providers for Clinic Facility and Management Services. Although your Management Agreement must be approved by us and although we provide a sample management agreement (Franchise Agreement, Exhibit 10), you must directly hire your own attorney to independently evaluate, review, and ensure that your Management Agreement complies with all applicable laws, rules and regulations. The Clinic Management Business is only offered to franchisees who are not licensed medical professionals.

Spas shall offer and provide the Approved Clinic Products and Services and shall include and use those products, supplies and equipment including, that we currently require our Franchised Businesses to have at least two Light Cure Lightforce XLI and/or XPT lasers as specified by us, and specialized equipment and supplies for treatments involving muscle, nerve and bone tissue recovery treatments designated by us (collectively, the "System Supplies") and shall be managed using the point of sale and business management systems (collectively, the "Business Management System") designated by us.

Franchise Agreement

You may enter into a Franchise Agreement in the form attached to this Disclosure Document as Exhibit E to develop and operate one Clinic Location Franchise from a single Clinic Location within a designated territory. If you sign a Franchise Agreement, you will be required to develop and operate the Franchised Business in conformity with the requirements of our System and at a Clinic Location that we approve of in writing. A Clinic Location will, ordinarily, be located in high traffic retail commercial locations, including strip shopping centers. Depending on applicable laws, rules and regulations your Clinic Location Franchise will either own and operate a Clinic or a Clinic Management Business.

Multi-Unit Development Agreement

If we approve your request, you may have the option, in addition to signing a Franchise Agreement in the form attached as Exhibit E, to sign the Multi-Unit Development Agreement attached to this Disclosure Document as Exhibit F, to develop and operate multiple Clinic Location Franchises. Multi-Unit Development Agreement. The total number of Clinic Location Franchises that you will be required to develop and operate under a Multi-Unit Development Agreement will vary from three to five Clinic Location Franchises, as negotiated at the time of signing the Multi-Unit Development Agreement. Each Clinic Location Franchise must be developed by you within a designated geographic area (the "Development Area") and each Clinic Location Franchise must be developed and operated under the terms of our then current individual unit Franchise Agreement which may differ from the Franchise Agreement included with this Disclosure Document. Your Multi-Unit Development Agreement will include a development schedule (the "Development Schedule") containing a deadline by which you must have each Clinic Location Franchise open and operating. Your Development Schedule may vary depending on your Development Area and the number of Clinic Location Franchises that you are required to develop. For each additional location under your Development Schedule you will be required to sign the ten-current Franchise Agreenet which may differ from the current Franchise Agrement within this Franchsie Disclosure Document.

Unless otherwise specified, the information contained in this Disclosure Document applies to single unit development under a Franchise Agreement and multi-unit development under a Multi-Unit Development Agreement. If you are not contracting for the right to develop multiple Clinic Location Franchises, you will not be signing a Multi-Unit Development Agreement. Even if you sign a Multi-Unit Development Agreement, you will also be signing individual Franchise Agreements for each Clinic Location Franchise with the first Franchise Agreement being the Franchise Agreement attached to this Disclosure Document as Exhibit E and signed simultaneous with the signing of the Multi-Unit Development Agreement.

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Market and Competition

The general market for the services and products offered by your Clinic Location Franchise typically includes other spas and wellness centers that offer and provide therapeutic muscle, nerve and bone tissue recovery treatments and other procedures. ~~Although you are not authorized to provide medical services through the Franchised Business, c~~Competition may also include medical service providers that also offer the products and services sold by the Franchised Business. The market for the services and products offered by a Clinic Location Franchise are not seasonal in nature but are extremely competitive.

Industry Specific Laws

General

When engaging in this industry, federal, state, and local jurisdictions have laws, rules, and regulations that may apply to your Clinic Location Franchise, including: rules and regulations related to health and safety; flow of funds; licensing of laser therapy professionals including aestheticians and estheticians; licensing and requirements as to the ordering, supply, and administration of procedures and services; ownership and control of Clinic Location Franchise; construction, zoning, health and safety requirements; employee practices; equal access for the disabled, including requirements imposed by The Americans with Disabilities Act of 1990; and numerous others that may affect the operation, construction and location requirements of your Clinic Location Franchise. Key aspects of the healthcare regulatory rules and regulations are outlined below for your reference; however, you should investigate and evaluate how all regulations and requirements specific to your Clinic Location Franchise's geographic area, including but not limited to those listed above and below, apply and impact your operations.

Stark

The federal physician self-referral prohibition (42 U.S.C. § 1395nn, "Stark") generally prohibits a physician from making referrals for Designated Health Services ("DHS") (as defined by Stark and includes inpatient services) payable by Medicare or Medicaid, in whole or in part and whether as a primary or secondary payer, to an entity with whom the referring physician (or an immediate family member) has a financial relationship. Recognizing the existence of several common, legitimate financial arrangements, Stark, however, created exceptions to this general prohibition allowing a financial arrangement between a physician (or immediate family member) and entity furnishing DHS if the arrangement meets all of the requirements of a specific exception. Failure to meet one element of an exception will cause the arrangement to violate Stark (unless another exception applies).

A "physician" includes a Doctor of Medicine or Doctor of Osteopathic Medicine, a Doctor of Dental Surgery or Doctor of Dental Medicine, a Doctor of Podiatric Medicine, a Doctor of Optometry, or a Doctor of Chiropractic, but does not include physician assistants, nurse practitioners, or other mid-level licensed non-physician providers. A "referral" includes a request by a physician for an item or service for which payment may be made under Medicare or Medicaid, a request for a consultation with another physician, the performance or ordering of any test or procedure by that consulting physician, the request or establishment of a plan of care by a physician that includes a DHS, and the certifying or recertifying of the need for any DHS for which payment may be made under Medicare or Medicaid. A "financial relationship" under Stark includes any direct or indirect "ownership or investment interest" in an entity or direct or indirect "compensation arrangement" with an entity. At this time, Spas will not accept any patients paid by Medicare, Medicaid, TRICARE or other federally funded government programs. Accordingly, Stark would not be implicated with respect to any physician (or immediate family member) becoming an owner of a customer may or may not achieve, and whether or not the Approved Clinic Products and Services are authorized, cleared and/or approved by any government agency or authority, and the Authorized Care Provider(s) that may or may not be administering, supervising and/or performing the Approved Clinic Products and Services. You must consult with your own lawyer to ensure that the marketing and promotion of your Clinic Location Franchise, its services, and the underlying Clinic complies with all applicable laws, rules and regulations.

General Business Laws

You will also be subject to federal and state laws and regulations that apply to businesses generally, including rules and regulations involving employment practices, wage and hour laws, immigration and employment laws. You must review federal minimum wage and overtime laws, as well as similar laws within your state to ensure compliance with labor and wage laws currently in existence and those that may later be adopted. You should consult with your attorney concerning these and other local laws, rules and regulations that may affect the operation of your Clinic Location Franchise.

~~Summary~~

~~YOU ARE ADVISED TO CONSULT COUNSEL ABOUT ANY POTENTIAL IMPACT OF THESE LAWS AND REGULATIONS. You alone are responsible for investigating and evaluating the federal, state and local laws that may apply to the operations of your Clinic Location Franchise and federal, state and local restrictions that may be imposed on your Clinic Location Franchise, your ownership of your Clinic Location Franchise, and the individuals that may or may not provide services as employees of your Clinic Location Franchise. Before signing a Franchise Agreement, you are strongly advised to consult with a lawyer to review the services and products that will be offered and sold by your Clinic Location Franchise and to determine the licensing requirements, construction requirements, medical office layout restrictions, or any other regulation that may or may not be imposed on you, your Clinic Location Franchise, the individuals hired by your Clinic Location Franchise and whether or not you may legally operate a Clinic Location Franchise.~~

ITEM 2
BUSINESS EXPERIENCE

Jason Caldwell, Chief Executive Officer

Jason Caldwell is our CEO and has served in this role since our formation on August 24, 2022. Since 2016 and, continuing to date, Jason has served as the owner of our affiliate owned Laser Pain Away Clinic located in Mesa, Arizona.

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

Franchise Agreement

ITEM 6
OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty (Notes 2 and 3)	7% of Gross Sales, subject to a minimum royalty based on the number of months in operation of, as applicable: during the first three to five months of operation, $1,000 per week; or during the 6th month and for each month thereafter, $1,500 per week. Also, subject to adjustment and to alternative fixed fee royalty structure	Weekly on the Thursday of each week for the preceding week	Will be debited automatically from your bank account by ACH or other means designated by us. If applicable laws or regulations prohibit a percentage-based royalty, then we may increase the royalty rate or, at our election, charge you a fixed fee royalty as set forth in Note 2.
Brand Development Fund (Note 4)	Up to 2% of Gross Sales, not currently assessed	Weekly on the Thursday of each week for the preceding week	Will be debited automatically from your bank account by ACH or other means designated by us.
Local Marketing (Note 5)	2% of Gross Sales	As incurred	You must spend not less than 2% of your Gross Sales each calendar quarter on pre-approved marketing within your designated territory.
Local and Regional Advertising Cooperatives (Note 6)	As established by cooperative members	As established by cooperative members	Established by cooperative members.
Technology (Note 7)	Up to $500 per month.	Monthly as invoiced	This payment will be debited automatically from your business bank through ACH.
Additional Employee Initial Training	Our then current fee plus expenses, currently $800 per person per day	When billed and on demand	Under our pre-opening initial training, if this is your first Clinic Location Franchise, we will train you, ~~or~~ your Managing Owner and ~~one~~ five designated ~~manager~~ employees at no additional charge. This fee is for

Note 4: Brand Development Fund – The brand development fund fee is a continuing weekly fee equal to an amount of up to 2% of your weekly Gross Sales (the "Brand Development Fund Fee"). Currently we do not charge a Brand Development Fund Fee but reserve the right to implement one at any time in the future.

Note 5: Local Marketing – On a ~~monthly~~ quarterly and on-going basis, you are required to spend not less than 2% of your ~~monthly~~ quarterly Gross Sales ~~on the~~ on a pre-approved marketing plan and the promotion of your Clinic Location Franchise ~~during months 1 through 24~~, commencing on the opening of your Clinic Location Franchise. Your local marketing efforts and expenditures must be targeted to a market comprised of your designated territory and must be pre-approved by us and limited to the marketing mediums, channels, copy and messaging, that we may designate and approve from time to time.

Note 6: Local and Regional Advertising Cooperatives – If two or more Clinic Location Franchises are operating within a market designated by us we reserve the right to establish and require your participation in a local or regional advertising cooperative within a geographic area, region, or market designated by us. If a local or regional advertising cooperative is established within a market that includes your Clinic Location Franchises, you will be required to participate in the cooperative and make on-going payments to the cooperative in such amounts and subject to such caps as established by the cooperative members. We anticipate that each Clinic Location Franchise franchisee will have one vote for each Clinic Location Franchise location located within the cooperative market and that cooperative decisions shall be made based on approval of a simple majority vote based on a quorum of not less than 25% of the designated cooperative members. Contributions to a local or regional cooperative that we designate shall count toward the satisfaction of your local marketing obligations and shall not the amount of your monthly minimum local marketing obligation.

Note 7: Technology Fee – The continuing monthly technology fee is an administrative fee and is not associated with any particular service but is used, at our discretion, to defray some of our costs related to system website and intranet (the "Technology Fee"). Currently we do not charge a monthly Technology Fee but reserve the right to implement one at any time in the future provided that the monthly Technology Fee shall not exceed $500 per month.

Note 8: Annual Conference Attendance Fee – If we offer a franchisee annual conference in a given year you will be required to attend the conference on the dates and at the location that we designate. You will be responsible for all travel and lodging expenses. We may charge you an annual conference fee in an amount not exceeding $1,500. We reserve the right to charge the annual conference fee to those franchisees that do not attend. We will not require your attendance at an annual conference for more than three days during any calendar year.

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Professional Fees (Note 12)	$2,000 – $5,000	As arranged	As incurred	Attorneys, accountants, architects, advisors
Licenses and Permits (Note 13)	$500 – $1,500	As arranged	As incurred	Government
Additional Funds – Three Months (Note 14)	$30,000 – $80,000	As arranged	As incurred	Us, employees, suppliers, landlord, utility suppliers
Total Estimate (Note 15)	$178,000 – $339,500			

Explanatory Notes to Item 7
For a Franchise Agreement

Note 1: Initial Franchise Fee – The Initial Franchise Fee for a single franchise under a Franchise Agreement is $40,000.

Note 2: Construction and Leasehold Improvements – This estimate is for the cost of construction, construction management and build-out of Laser Pain Away Clinic but does not including furniture, fixtures and equipment. Our estimates are based on the assumption that the typical square footage of a Clinic ranges from 750 to 2,000 square feet. These estimates are based on the assumption that the location that you select for your Clinic is a site delivered to you at a pre-existing stage where existing interior improvements consist of installed and functional heating/cooling with delivery systems, essential lighting, electrical switches and outlets, lavatories, a finished ceiling, walls prepared for painting and a concrete slab floor. This estimate does not include architectural fees or other fees charged by licensed professionals other than general contractors and licensed tradesmen and do not include any special heating cooling or ductwork required by a clinic. ~~The costs Clinic may be higher or lower than the estimates provided.~~

Note 3: Lease Deposits – Three Months – You must operate your Laser Pain Away Clinic from a Clinic Location that we approve and complies with state and local laws. If you do not already own or lease a suitable location you will be required to lease a location that meets our standards and is approved by us. This estimate is based on the assumption that you will be leasing your Laser Pain Away Clinic Location and is for the estimated amount of the initial lease deposit that you will be required to pay to the landlord at the time of signing your lease and before opening your Clinic. The estimate is based on the assumption that your lease deposit will be equal to three months of rent payments. The typical square footage for a Clinic ranges from 750 to 2,000 square feet. The amount of your lease deposit is something that you will directly negotiate with the landlord and will vary significantly based on a number of factors that include location and your own negotiations. This estimate does not include the purchase of real property should you elect to purchase the real property of your Clinic Location.

Note 4: Furniture, Fixtures and Equipment – You will be required to purchase certain types of furniture, fixtures and equipment for your Clinic. Among other things, we currently require you to purchase at least two Light Cure Lightforce XLI and/or XPT lasers as specified by us and computer equipment from us, our approved manufacturers, and/or suppliers and/or subject to our specifications. The costs for furniture and fixtures may differ depending on the material quality and on other factors. Significant factors that will influence and will increase the cost of furniture, fixtures and equipment will depend on the size of your Clinic. The costs listed here do not include any transportation or set up costs. It is assumed that some of the equipment will be leased. If you elect to purchase such equipment, your costs may be higher. Third party financing may be available for qualified candidates for some of the leasehold improvement costs, however, with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this chart.

Note 5: Signs – You are required to purchase, subject to our design and construction specifications and approval, interior and exterior signs and displays that we designate. This estimate is for the cost to produce wall signage to be mounted to the outside of the building as well as all interior signage. This estimate includes other elements of brand identification within the Clinic such as wall graphics.

Note 6: Computer, Software and Point of Sales System – You will be required to purchase, license and use the point of sale systems, ordering systems, and applications that we designate. Information about the point of sale and computer systems are disclosed in Item 11 of this Disclosure Document.

Note 7: Grand Opening Marketing Expense – You must spend a minimum of $15,000 prior to the opening your Clinic to promote your grand opening. You must submit your grand opening marketing plan to us for our pre-approval.

Note 8: Initial Inventory – Your initial inventory comprised of small wares, uniforms and supplies and your on-going inventory and supplies (including System Supplies) that you are required to obtain from us, our affiliate or from our designated suppliers are paid for at standard prices and terms and your ongoing inventory must be purchased from either us or our approved vendors.

Note 9: Utility Deposits – To secure the appropriate utilities required for the operation of your Clinic, including gas, electric, water, sewer and internet access, you will be required to pay upfront deposits to each applicable utility company.

Note 10: Insurance Deposits – Three Months – You are required to maintain certain insurance coverage. Your actual payments for insurance and the timing of those payments will be determined based on your agreement with your insurance company and agent. This estimate is for the cost of an initial deposit in order to obtain the minimum required insurance and we estimate this deposit to be equal to the amount of three months of monthly insurance premium payments. We recommend that you consult with your insurance agent before signing a Franchise Agreement.

Note 11: Travel for Initial Training – You must complete our pre-opening training program before opening your Clinic. We do not charge a fee for our pre-opening initial training. This estimate is for estimated travel and lodging expenses that you will incur to attend our pre-opening initial training program.

Note 12: Professional Fees – This estimate is for costs associated with the engagement of professionals such as attorneys, accountants and architects for advisories consistent with the start-up of a Clinic. You will be required to hire an architect to develop plans that meet our standards and specifications and comply with applicable laws, rules and regulations for the development and operation of your Clinic. We recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this Disclosure Document, the Franchise Agreement and, if applicable the Multi-Unit Development Agreement. It is also advisable to consult these professionals to review any lease and other contracts that you will enter into as part of the development and operation of your Clinic.

Note 13: Licenses and Permits – You must apply for, obtain and maintain all required permits and licenses necessary to operate a Clinic. The licenses will vary depending on local, municipal, county and state regulations. All licensing fees are paid directly to the governmental authorities when incurred and are due prior to opening the Franchised Business. ~~This estimate does not include the cost of specialized licenses such as, for example, liquor licenses that involve a specialized application process and involve costs that vary significantly depending on state and location.~~

systems is estimated to not exceed to exceed $3,500 per year. We will have independent access to all of the information and data that is electronically transmitted on your point of sale system and will have access to all data related to the financial performance of your Clinic Location. There are no contractual limitations on our right to access your point of sale system. There is no contractual obligation for the maintenance, repairs, updates and updates to your Clinic Location Computer System. Subject to applicable laws, such as HIPAA and privacy-related laws, there are no contractual limitations on our right to access the information from your Clinic Location Computer System.

Initial Training

If this is your first Clinic Location Franchise, we will provide initial training for you or, if you are a Corporate Entity, your managing owner plus five designated employees. You, your manager, plus your five designated employees must successfully attend and complete the initial training program to our satisfaction no later than 45 days prior to the opening of your Clinic Location Franchise. The initial training program takes place over an approximate one week period. If more than six individuals attend initial training, you will be charged an additional fee per additional persons attending initial training (Item 6). Although we provide you, ~~u plus~~ your general manager and five designated employees with initial training at no additional fee or charge, you will be responsible for paying for all travel expenses and employee wages that you incur in your initial training attendance and participation. (Franchise Agreement, Article 4). Currently, we provide our initial training program no less frequently than quarterly and on an as-needed basis. Training for an unlicensed franchisee will focus exclusively on the operation of the business, retail and back-office functions. It will not include training that could be considered the practice of medicine.

TRAINING PROGRAM

The following chart summarizes the subjects covered in our initial training program:

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
INTRODUCTION	1	0	Mesa, Arizona
OPERATIONS MANUAL	3	0	Mesa, Arizona
BUSINESS OVERVIEW	4	0	Mesa, Arizona
LIGHTFORCE LASER OVERVIEW	4	2	Mesa, Arizona
EMPLOYEE RESPONSIBILITIES	4	2	Mesa, Arizona
MARKETING AND SALES	3	3	Mesa, Arizona
PATIENT DEVELOPMENT	2	4	Mesa, Arizona
COMPUTER AND SOFTWARE	2	2	Mesa, Arizona
LASER OPERATIONS	2	2	Mesa, Arizona
Subtotal Hours	25	15	
Total Hours	40		

Instructional materials that will be used in the initial training process includes our Manuals, live instruction, and handouts. Initial training will be conducted under the direction and supervision of our chief executive officer, Jason Caldwell. Since 2016 and, continuing to date, Jason has served as the owner of our affiliate owned Laser Pain Away Clinic located in Mesa, Arizona. The level of experience of our trainers will, at a minimum, include each trainer's satisfactory completion of our initial training program. In addition to initial training you will also be required to participate in and satisfy all other training programs that we may designate respecting the Franchised Business. (Franchise Agreement, Articles 4 and 7.J.).

After the opening of your Clinic Location Franchise we reserve the right to require that you (or your managing owner if you are a Corporate Entity) attend a system-wide training program (the "System-Wide has granted to us a license with an initial 20 year term and with automatic renewal thereafter to use the Licensed Marks and to license our franchisees to use the Licensed Marks~~.~~ (the "License Agreement"). Although the License Agreement may be terminated as a result of a breach of the License Agreement, in the event of any termination of the License Agreement, our franchisees will continue to maintain the right to use the Marks pursuant to the terms of their Franchise Agreement. Termination of the License Agreement does not terminate use of the Marks by our authorized franchisees. We reserve the right to supplement and modify the marks that you may or may not use in the operations of your Clinic Location Franchise. You may only use the Licensed Marks in the manner authorized by us in writing and pursuant to the terms of the Franchise Agreement. You may not use the Licensed Marks in the name of the corporate entity that you may establish to own and operate your Clinic Location Franchise.

We do not have a federal registration for each of these principal trademarks. Therefore, the trademarks identified below do not have many legal benefits and rights that are afforded to federally registered trademarks. If our right to use the trademarks (identified below) is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Mark	Serial Number for Registration Application Filed with USPTO Application	Application Type	Application Date
LASER PAIN AWAY	97131556	1A	November 18, 2021
NRG Laser	97439492	1B	June 2, 2022
N-ER-G Laser	97439499	1B	June 2, 2022

As to our principal trademarks there are no currently effective material determinations by the USPTO, the Trademark Trial and Appeal Board, any court, or the trademark administrator of any state. There are no pending infringement, opposition or cancellation proceedings and no pending litigation involving our principal marks. We know of no superior rights or infringing uses that could materially affect your use of our principal marks or other related rights in any state.

You are required to provide us with written notice of any claims that you may become aware of respecting the Licensed Marks including, but not limited to, your use of the Licensed Marks and/or a claim associated with a third party's use of a trademark that is identical or confusingly similar to the Licensed Marks that we have licensed to you. We maintain the exclusive discretion to take any and all actions, or to refrain from any action, that we believe to be appropriate in response to any trademark infringement, challenge or claim. As between us, we possess the sole right to exclusively control any and all litigation, legal proceedings, administrative proceedings and/or settlement(s) respecting any actual or alleged infringement, challenge or claim relating to the Licensed Marks. You must sign all documents, instruments and agreements and undertake the actions that we, with the advice of our legal counsel, determine to be necessary or advisable respecting the protection and/or maintenance of our interests in the Licensed Marks in any legal proceeding, administrative proceeding or as may be otherwise determined by us. As to the foregoing, we will reimburse you for the reasonable out-of-pocket administrative expenses that you incur and pay in complying with our written instructions.

We will protect your right to use the Licensed Marks and other related rights and to protect you against claims of infringement and unfair competition related to the Licensed Marks, provided that your use of the Licensed Marks is in accordance with the Franchise Agreement, the Manuals, and is consistent with our instructions and the license granted to you. We will indemnify you against direct damages for trademark infringement in a proceeding arising out of your use of the Licensed Marks, provided your use of the Licensed Marks comply with the terms of your Franchise Agreement, the Manuals, our written instructions to you and, you have timely notified us of the claim, have given us sole control of the defense and settlement

(g) Outlet – refers to a Laser Pain Away Clinic that is either a Company Owned Outlet or a Franchise Outlet, as the context requires.

BASES AND ASSUMPTIONS

The financial information was not prepared on a basis consistent with generally accepted accounting principles. We do not have any Franchise Outlets. Data for our Company Owned Outlet is based on information reported to us by our affiliate. The information in this analysis has not been audited, is based on historical financial data and is not a forecast or projection of future financial performance.

COMPANY OWNED OUTLET

During the 2022 Calendar Year we had a total of 2 Company Owned Outlets. Of those 2 Company Owned Outlets, 1 qualified as a Company Owned Outlets that is representative of the franchised business. The following Company Owned Outlet has been excluded from this Item 19: ~~We have two Company Owned Outlets located at~~ Orlando Location at 4241 LB McLeod Road, Suite A, Orlando, FL 32811. ~~6025 East McKellips Road, Suite 102, Mesa, AZ 85215 ("Mesa") and 4241 LB McLeod Road, Suite A, Orlando, FL ("Orlando").~~ Our Mesa clinic, located at 6025 East McKellips Road, Suite 102, Mesa, AZ 85215 opened for business in March 2016 and operates from an approximate 2,500 square foot clinic with six treatment rooms and two lasers. Our Orlando clinic opened for business in July 2021 and operates from an approximate 1,800 square foot clinic located within a dancewear studio, with two treatment rooms and two lasers. Because our Orlando clinic recently opened within a dancewear studio, it is not representative of our franchised business. ~~Because our Orlando clinic recently opened, we do not include information about this Company Owned Outlet.~~

Table 1

Company Owned Outlet **Mesa**		
	Twelve Month Period: **Calendar Year 2018**	
	Total	%[1]
Gross Sales:	**$187,335**	100%
Less:		
Direct Cost of Laser Services Provided	($7,897)	4.22%
Rent	($11,342)	6.05%
Laser Lease Payments	($9,024)	4.82%
Utilities	($4,918)	2.63%
Direct Labor Cost: Technician	($10,631)	5.67%
Gross Profit	**$143,524**	76.61%
Less: Adjustments for Franchisee Related Expenses not charged to Company Owned Outlets but charged to Franchised Outlets and payable to us by Laser Pain Away Clinic franchisees		
Royalty Fee[2]	$13,113	7%
Brand Development Fund[3]	$3,747	2%
Local Marketing[4]	$3,747	2%
Technology Fee[5]	$500	.26%
Adjusted Gross Profit	**$122,~~918~~418**	65.34~~61~~%

Notes to Table:
Footnote [1] - "%" represents the percentage of Gross Sales
Footnote [2] - Royalty Fee is equal to 7% of Gross Sales subject to minimums (See Item 6).
Footnote [3] - Brand Development Fund Fee is not currently assessed but may be up to 2% of Gross Sales.
Footnote [4] – Local Marketing is 2% of Gross Sales.
Footnote [5] – Technology Fee is $500.

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Table 2

Company Owned Outlet **Mesa**				
			Twelve Month Period: **Calendar Year 2019**	
			Total	%[1]
Gross Sales:			**$251,309**	100%
Less:				
Direct Cost of Laser Services Provided			$5,746	2.29%
Rent			($10,842)	4.31%
Laser Lease Payments			($11,204)	4.46%
Utilities			($6,088)	2.42%
Direct Labor Cost: Technician			($21,161)	8.42%
Gross Profit			**$207,761**	82.67%
Less: Adjustments for Franchisee Related Expenses not charged to Company Owned Outlets but charged to Franchised Outlets and payable to us by Laser Pain Away Clinic franchisees				
Royalty Fee[2]			$17,592	7%
Brand Development Fund[3]			$5,026	2%
Local Marketing[4]			$5,026	2%
Technology Fee[5]			$500	.2%
Adjusted Gross Profit			$~~180~~179,~~117~~617	71.~~67~~47%

Notes to Table:
Footnote [1] - "%" represents the percentage of Gross Sales
Footnote [2] - Royalty Fee is equal to 7% of Gross Sales subject to minimums (See Item 6).
Footnote [3] - Brand Development Fund Fee is not currently assessed but may be up to 2% of Gross Sales.
Footnote [4] – Local Marketing is 2% of Gross Sales.
Footnote [5] – Technology Fee is $500.

Table 3

Company Owned Outlet **Mesa**				
			Twelve Month Period: **Calendar Year 2020**	
			Total	%[1]
Gross Sales:			**$200,125**	100%
Less:				
Direct Cost of Laser Services Provided			($6,822)	3.41%
Rent			($16,854)	8.42%
Laser Lease Payments			$0	0.00%
Utilities			($5,820)	2.91%
Direct Labor Cost: Technician			($16,366)	8.18%
Gross Profit			**$154,263**	77.08%
Less: Adjustments for Franchisee Related Expenses not charged to Company Owned Outlets but charged to Franchised Outlets and payable to us by Laser Pain Away Clinic franchisees				
Royalty Fee[2]			$14,009	7%
Brand Development Fund[3]			$4,003	2%
Local Marketing[4]			$4,003	2%
Technology Fee[5]			$500	.25%

Adjusted Gross Profit			$~~132~~131,~~250~~750	~~66~~65.~~0~~8~~3~~3%

Notes to Table:
Footnote [1] - "%" represents the percentage of Gross Sales
Footnote [2] - Royalty Fee is equal to 7% of Gross Sales subject to minimums (see Item 6).
Footnote [3] - Brand Development Fund Fee is not currently assessed but may be up to 2% of Gross Sales.
Footnote [4] – Local Marketing is 2% of Gross Sales.
Footnote [5] – Technology Fee is $500.

Table 4

Company Owned Outlet **Mesa**				
			Twelve Month Period: **Calendar Year 2021**	
			Total	%[1]
Gross Sales:			**$144,897**	100%
Less:				
Direct Cost of Laser Services Provided			($2,366)	1.63%
Rent			($16,081)	11.10%
Laser Lease Payments			($4,187)	2.89%
Utilities			($2,057)	1.42%
Direct Labor Cost: Technician			($7,360)	5.08%
Gross Profit			**$112,845**	77.88%
Less: Adjustments for Franchisee Related Expenses not charged to Company Owned Outlets but charged to Franchised Outlets and payable to us by Laser Pain Away Clinic franchisees				
Royalty Fee[2]			$10,143	7%
Brand Development Fund[3]			$2,898	2%
Local Marketing[4]			$2,898	2%
Technology Fee[5]			$500	.35%
Adjusted Gross Profit			**$96,~~907~~407**	66.~~88~~53%

Notes to Table:
Footnote [1] - "%" represents the percentage of Gross Sales
Footnote [2] - Royalty Fee is equal to 7% of Gross Sales subject to minimums (See Item 6).
Footnote [3] - Brand Development Fund Fee is not currently assessed but may be up to 2% of Gross Sales.
Footnote [4] – Local Marketing is 2% of Gross Sales.
Footnote [5] – Technology Fee is $500.

~~We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jason Caldwell, Laser Pain Away Global LLC at 6025 E. McKellips Road, Suite 102, Mesa, Arizona 85215 and 480-370-0527, the Federal Trade Commission, and the appropriate state regulatory agencies.~~

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

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

Other than the preceding financial performance representation, Laser Pain Away Global LLC does not make any 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 Jason Caldwell, 6025 E. McKellips Road, Suite 102, Mesa, Arizona 85215, and 480-370-0527, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Company Owned	2019	1	1~~0~~	0
	2020	1	1~~0~~	0
	2021	1	~~0~~2	~~0~~+1
Total Outlets	2019	1~~1~~	1~~0~~	0
	2020	1~~1~~	1~~0~~	0

	2021	1~~1~~	2~~0~~	+1~~0~~

TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2019 to 2021

State	Year	Number of Transfers
None	2019	0
	2020	0
	2021	0

TABLE NO. 3
STATUS OF FRANCHISED OWNED OUTLETS
FOR YEARS 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Total	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

TABLE NO. 4
STATUS OF COMPANY OWNED OUTLETS
FOR YEARS 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year

Arizona	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
Florida	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Totals	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	~~0~~1	0	0	0	0	~~1~~2

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TABLE NO. 5
PROJECTED OPENINGS
AS OF JANUARY 1, 2022

State	Franchise Agreement Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Arizona	0	1	0
Florida	0	1	0
TOTAL	0	2	0

Notes to Tables:
During the last three fiscal years, no current or former franchisees have signed confidentiality clauses with us that restrict them from discussing with you their experiences as a franchisee in our franchise system. We know of no franchisee organizations that are associated with our System and that utilize our Licensed Marks or the Laser Pain Away trade name as part of the franchisee organizations name.

List of State Administrators

California
Department of Financial Protection and Innovation
320 West 4th Street Suite 750
Los Angeles, CA 90013

~~Commissioner of Business Oversight~~
2101 Arena Boulevard
Sacramento, CA 95834
1-866-275-2677

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103

Florida
Division of Consumer Services
Attn: Business Opportunities
2005 Apalachee Parkway
Tallahassee, FL 32399

Hawaii
Commissioner of Securities
Dept. of Commerce & Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois
Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, IL 62706

Indiana
Indiana Secretary of State
Indiana Securities Division
Franchise Section
302 W. Washington Street Room E-111
Indianapolis, IN 46204

Kentucky
Office of the Attorney General
Consumer Protection Division
Attn: Business Opportunity
1024 Capital Center Drive
Frankfort, KY 40601

Maine
Department of Professional and Financial Regulations
Bureau of Banking
Securities Division
121 Statehouse Station
Augusta, ME 04333

Maryland
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202

Michigan
Michigan Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
PO Box 30213
Lansing, MI 48909

Minnesota
Minnesota Department of Commerce
Securities Division
85 7th Place East, Suite 280
St. Paul, MN 55101

Nebraska
Nebraska Department of Banking and Finance
Commerce Court
1230 O Street, Suite 400
Lincoln, NE 68509

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
212-416-8222

North Carolina
Secretary of State
Securities Division
300 North Salisbury Street, Suite 100
Raleigh, NC 27603

North Dakota
Office of Securities Commissioner
600 East Boulevard, 5th Floor
Department 414
Bismarck, ND 58505

List of State Administrators (continued)

Rhode Island
Department of Business Registration
Division of Securities
233 Richmond Street Suite 232
Providence, RI 02903

South Carolina
Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, SC 29201

South Dakota
Franchise Office
Division of Securities
910 E. Sioux Avenue
Pierre, SD 57501

Texas
Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, TX 78701

Utah
Utah Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
PO Box 146704
Salt Lake City, UT 84114

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Washington
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507
360-902-~~8700~~8760

Wisconsin
Franchise Office
Wisconsin Securities Commission
PO Box 1768
Madison, WI 53701

Agents for Service of Process

Laser Pain Away Global LLC,
6025 E. McKellips Road, Suite 102, Mesa, Arizona 85215
Attn: Jason Caldwell, President

California
Commissioner of Financial Protection and Innovation~~Business Oversight~~
Department of Financial Protection and Innovation
320 West 4th Street Suite 750
Los Angeles, CA 90013

~~Commissioner of Business Oversight~~
2101 Arena Boulevard
Sacramento, CA 95834
1-866-275-2677

Connecticut
Banking Commissioner
Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103

Hawaii
Commissioner of Securities
Dept. of Commerce & Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202

Michigan
Michigan Department of Commerce
Corporation and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910

Minnesota
Commissioner of Commerce of Minnesota
Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101

New York
Secretary of the State of New York
99 Washington Avenue
Albany, NY 12231

North Dakota
North Dakota Securities Department
600 East Boulevard Avenue, State Capitol
Fifth Floor, Dept 414
Bismarck, ND 58505
Phone 701-328-4712

Rhode Island
Director of Department of Business Regulation
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota
Director, Division of Securities
Department of Commerce and Regulation
445 East Capitol Avenue
Pierre, SD 57501

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219

Washington
Securities Administrator
Washington Department of Financial Institutions
150 Israel Road SW
Tumwater, WA 98501

Wisconsin
Wisconsin Commissioner of Securities
345 W Washington Avenue
Madison, WI 53703

Franchisee's Designated Territory, that Franchisor is not obligated to do so and that Franchisee may face competition from other Spas, Clinic Location Franchises and System franchisees that market and promote their Clinic(s) through internet, mail, public relations, and other marketing activities and mediums that are distributed to or within Franchisee's Designated Territory. Franchisee agrees that Franchisee shall not receive any compensation whatsoever if Franchisor or another System franchisee solicits customers from within Franchisee's Designated Territory and;

(11) The foregoing rights granted in this Article 2.A. are subject to and contingent upon each and every, term and condition of this Agreement, the rights of any prior user, and are non-exclusive and subordinate to the Reserved Rights.

2.B. TERM

Unless previously terminated pursuant to the terms of this Agreement, the term of this Agreement will be for a period of 15 consecutive years, commencing from the Effective Date (the "Term").

2.C. GUARANTEES, CONFIDENTIALITY AND RESTRICTIVE COVENANTS

If Franchisee is, at any time, a Corporate Entity, Franchisee agrees that each Owner and their respective Spouse shall execute, sign and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guaranty attached to this Agreement as Exhibit 1 and, in doing so, among other things, will individually, jointly, and severally, guarantee Franchisee's obligations under this Agreement and personally bind themselves to confidentiality and non-competition covenants and restrictions.

2.D. FRANCHISOR'S RESERVED RIGHTS

Franchisor on behalf of itself, its affiliates and its assigns retains all rights, on any and all terms and conditions that Franchisor deems advisable and without any compensation or consideration to Franchisee to engage in the following activities (the "Reserved Rights"): (a) operate and grant to others the right to operate a Franchised Business and/or other Spas and/or Clinic Location Franchises using the System and Licensed Marks at locations outside Franchisee's Designated Territory; (b) acquire or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that are Competitive Businesses, and after such acquisition, merger or affiliation to own and operate and to franchise or license others to own and operate and to continue to own and operate such businesses, including Competitive Businesses (but not using the Licensed Marks) within Franchisee's Designated Territory; (c) be acquired by or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that are Competitive Businesses, even if such business or businesses presently or, in ~~16aintae~~the future, own and operate and franchise or license others to own and operate such businesses, including Competitive Businesses (but not utilizing the Licensed Marks) within Franchisee's Designated Territory; (e) operate and grant to others the right to operate Spas, and/or Clinic Location Franchises at Captive Markets both within and outside Franchisee's Designated Territory; and (f) use the Licensed Marks and System and to license others to use the Licensed Marks and System to engage In all other activities not expressly prohibited by this Agreement.

2.E. MODIFICATION OF SYSTEM

Franchisor, in Franchisor's Reasonable Business Judgment, reserves the right at all times to supplement, modify, alter and/or amend the System. Franchisee shall promptly comply with all such modifications to the System whether such modification(s) results in the addition, subtraction, modification and/or enhancement to any and/or all components of the System. Franchisor shall provide Franchisee with a reasonable time period to comply with any change or modification to the System which shall be communicated in writing by Franchisor to Franchisee, including, but not limited to, modifications, updated, amendments, and changes made by Franchisor to the operations manual. Franchisor's modifications to the System shall not materially alter Franchisee's fundamental rights under this Agreement.

LASER PAIN AWAY™

FRANCHISEE DISCLOSURE QUESTIONNAIRE

You, (hereinafter referred to as "**you**") the undersigned individual who, individually or on behalf of a corporate entity, is about to sign a Laser Pain Away Franchise Agreement or has signed a Laser Pain Away Franchise Agreement, represent to us, Laser Pain Away Global LLC the franchisor of the Laser Pain Away franchise system (hereinafter referred to as "**we**" or "**us**") that your response to the questions contained this document are true and represent accurate representations on your behalf. You acknowledge and represent that we are relying on your responses and the information provided by you.

[As to the questions below please respond "Yes" or "No" in response to the question]

Yes/No ____ 1. Have you received and personally reviewed the Franchise Agreement and each schedule and exhibit attached to it?

Yes/No ____ 2. Have you received and personally reviewed the Franchise Disclosure Document that we provided?

Yes/No ____ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes/No ____ 4. Did you receive the Franchise Disclosure Document at least 14 calendar days before signing any agreement relating to the franchise or paying any money?

Yes/No ____ 5. Do you understand that the success or failure of your Laser Pain Away Business will depend, in large measure, on your skills, abilities and efforts and those of the persons you employ as well as many other factors beyond your control such as competition, cash flow, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

Yes/No ____ 6. Do you understand that you must satisfactorily complete the initial training before we will allow to open your Laser Pain Away Business?

Yes/No ____ 7. Do you agree that no employee or other person speaking on our behalf made any statement or promises to you as to the costs that you may incur in establishing, operating, or running your Laser Pain Away Business, except as to the specific information disclosed in writing in the Laser Pain Away Franchise Disclosure Document?

~~Yes/No ____ 8. Do you agree that no employee or other person speaking on our behalf made any statements or promises to you about how much income, money, profits or return on investment that your Laser Pain Away Business may or could potentially earn?~~

~~Yes/No ____ 9. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or~~

~~earnings of a Laser Pain Away Business?~~

Yes/No ____ 8~~1~~ ~~0~~. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the likelihood of success of your Laser Pain Away Business or the amount of money you may earn?

~~Yes/No~~ ____ ~~11.~~ ~~Do you understand that the Franchise Agreement and the schedules and exhibits attached to the Franchise Agreement contain the entire agreement between us and that you are not relying on any oral promises or representations that are not explicitly stated in the Franchise Agreement.~~

YOU ACKNOWLEDGE AND AGREE THAT WE ARE RELYING ON YOUR ANSWERS TO THIS QUESTIONNAIRE AND YOU REPRESENT THAT EACH RESPONSE IS TRUE AND ACCURATE

Signature of Franchisee	Signature of Franchisee
Name (please print)	Name (please print)
Date	Date
Signature of Franchisee	Signature of Franchisee
Name (please print)	Name (please print)
Date	Date
Signature of Franchisee	Signature of Franchisee
Name (please print)	Name (please print)
Date	Date

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT:

___________, as RELEASOR, in consideration of good and valuable consideration received from:

Laser Pain Away Global LLC, as RELEASEE, receipt of which is hereby acknowledged, releases and discharges the RELEASEE, RELEASEE'S heirs, officers, members, agents, executors, administrators, successors and assigns, from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, contracts, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity which against the RELEASEE, the RELEASOR, RELEASOR'S, heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE. The words "RELEASOR" and "RELEASEE" include all releasors and releasees under this Release. This Release may not be changed orally.

[The following additional language should be used with Washington franchisees]

This General Release is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws nor is it intended to relieve RELEASEE, directly or indirectly, from liability imposed by the Washington Franchise Investment Protection Act or the rules adopted thereunder.

IN WITNESS WHEREOF, the **RELEASOR** has hereunto set RELEASORS had and seal on the date set forth below.

Releasor:

____
Signature

____
Name (please print)

Date ______________________________

NOTARY SIGNATURE, SEAL AND INFORMATION: On ________________ before me, the undersigned, personally appeared ______________________________ personally known to me or proven to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity/capacities, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

____

5. Item 6 "Other Fees," is supplemented by the addition of the following statement: "The highest interest rate allowed by law in the State of California is 10%."

6. The following URL address is for the franchisor's website: www.laserpainaway.com

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.~~dbo~~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.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

The Franchise Agreement and Multi-Unit Development Agreement contain provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting our recovery to actual damages. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

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.

CONNECTICUT FDD ADDENDUM

Amendments to the Laser Pain Away Franchise Disclosure Document

1. Item 3 "Litigation," is supplemented by the addition of the following:

A. Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

B. Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the 10 year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law,

B. Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

VIRGINIA FDD ADDENDUM

Amendments to the Laser Pain Away Franchise Disclosure Document

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $178,000 to $339,500. This amount exceeds the franchisor's stockholder's equity as of September 7, 2022, which is $5,000.

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17(h) is supplemented by the addition of the following:

> Under 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 grounds for default or termination stated in Laser Pain Away Franchise Agreement do 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.

WASHINGTON STATE FDD ADDENDUM

Amendments to the Laser Pain Away Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

~~In recognition of the Washington State Franchise Investment Protection Act, Chapter 19.100 RCW, the following amendments are made to the Franchise Disclosure Document:~~

~~1. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or as determined by the arbitrator.~~

~~2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~3. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.~~

B. Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

VIRGINIA FDD ADDENDUM

Amendments to the Laser Pain Away Franchise Disclosure Document

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $178,000 to $339,500. This amount exceeds the franchisor's stockholder's equity as of September 7, 2022, which is $5,000.

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WASHINGTON STATE FDD ADDENDUM

Amendments to the Laser Pain Away Franchise Disclosure Document

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~~1. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or as determined by the arbitrator.~~

~~2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~3. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.~~

~~4. Transfer fees are collectable to the extent to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

~~5. Chapter 49.62 RCW limits the use of non-competition agreements and may supersede the Franchise Agreement's non-competition provisions. Washington law provides as follows: (1) an employee non-compete covenant is unenforceable unless the employee's annual earnings exceed $100,000; (2) a presumption is created that any non-compete covenant with a duration longer than 18 months is unreasonable and unenforceable; (3) a franchisor may not restrict, restrain or prohibit a franchisee from soliciting or hiring any employee of the franchisor or a franchisee of the same franchisor; (4) any contractual provision that requires an employee to adjudicate a non-competition covenant outside of Washington State is void and unenforceable.~~
In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Multi-Unit Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

WISCONSIN FDD ADDENDUM

Amendments to the Laser Pain Away Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is supplemented by the addition of the following:

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

CALIFORNIA FRANCHISE AGREEMENT AMENDMENT

Amendments to the Laser Pain Away Franchise Agreement

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.

IN WITNESS WHEREOF, the parties have duly executed and delivered this California State amendment to the Laser Pain Away Global LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor: Laser Pain Away Global LLC	**Franchisee:**
Signature	Signature
Name and Title (please print)	Name (please print)
Dated	Dated

WASHINGTON FRANCHISE AND DEVELOPMENT AGREEMENT AMENDMENT

Amendment to the Laser Pain Away Franchise and Multi-Unit Development Agreement

~~In recognition of the Washington State Franchise Investment Protection Act, Chapter 19.100 RCW, the parties to the attached Laser Pain Away Global LLC Franchise Agreement (the "Franchise Agreement") agree as follows:~~

~~1. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or as determined by the arbitrator.~~

~~2. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.~~

~~3. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.~~

~~4. Transfer fees are collectable to the extent to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.~~

~~5. Chapter 49.62 RCW limits the use of non-competition agreements and may supersede the Franchise Agreement's non-competition provisions. Washington law provides as follows: (1) an employee non-compete covenant is unenforceable unless the employee's annual earnings exceed $100,000; (2) a presumption is created that any non-compete covenant with a duration longer than 18 months is unreasonable and unenforceable; (3) a franchisor may not restrict, restrain or prohibit a franchisee from soliciting or hiring any employee of the franchisor or a franchisee of the same franchisor; (4) any contractual provision that requires an employee to adjudicate a non-competition covenant outside of Washington State is void and unenforceable.~~

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Multi-Unit Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

Section 6.G of the Franchise Agreement does not apply to Washington Franchisees.

Section 6.H and Section 18.D of the Franchise Agreement does not apply to Washington Franchisees.

Section 15.B of the Franchise Agreement does not apply to Washington franchisees

Section 18.R of the Franchise Agreement does not apply to Washington franchisees.

The definition of "Franchisor's Reasonable Business Judgement" and all references in the agreements are excluded from the agreements signed by Washington franchisees.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Washington State amendment to the Laser Pain Away Global LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor: Laser Pain Away Global LLC

Franchisee:

Signature

Signature