Franchise Disclosure Document

FRANCHISE DISCLOSURE DOCUMENT

Blue Cryo Franchise LLC
7000 Central Pkwy
Suite #1100
Atlanta, GA 30328
Telephone: 404-247-9328
www.IceboxTherapy.com

Franchisee will operate a studio, which provides cold therapy services that help with recovery, wellness and aesthetics. Cold therapy has been commonly used as a procedure to relieve pain symptoms, particularly in inflammation, injuries and overuse symptoms. The anti-inflammatory effect that the Icebox provides has helped many clients for the past 10 years with a wide variety of health benefits. Discover the Icebox Experience. Inside our modern studios, something amazing is happening. With our fun atmosphere, top notch training and the best equipment in the industry, we push past the norms of a typical wellness studio and deliver the Icebox, customer centric, best 3 minutes of your day, cool experience. From athletic performance, pain management or overall health & wellness, Icebox gives our guests the best innovative cold therapy experience.

The total investment necessary to begin operation of an ICEBOX Cryotherapy retail location is between $384,950-$682,750(not including purchased real estate). This includes the $45,000 paid to Franchisor and/or affiliate. If this is your second or a subsequent franchise for an ICEBOX Studio, we will reduce the Initial Franchise Fee to 85% of our then- current/ initial franchise fee.

The total investment necessary to begin operation of a Multi-Unit Icebox Cryotherapy franchise for three locations is between $423,200 and $721,000. This includes $83,250 paid to the Franchisor.

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 or grant. **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 disclosure in different formats, contact Vicktoria Healy at 7000 Central Pkwy, Suite 1100, Atlanta, GA 30328, Telephone:404-474-2754, vhealy@iceboxtherapy.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 25, 2022

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 or Exhibit G.
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 Icebox Studios 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 an Icebox Studio franchisee?	Item 20 or Exhibit G 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, that 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 F.

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 Georgia. 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 Georgia than in your own state.

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.

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ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, "ICEBOX Cryotherapy", "ICEBOX", or "we," "our" or "us" means Blue Cryo Franchise, LLC the Franchisor. "You" or "your" means the person or legal entity that signs the Franchise Agreement with us and buys the franchise, the franchisee. If the franchisee is a corporation, partnership, Limited Liability Company or partnership, or other legal entity (collectively "legal entity"), and not a person or persons, "you" also may mean your owners, officers, directors, partners or managers.

THE FRANCHISOR (US)

We are a limited liability company formed on June 8, 2018. We have a Predecessor, Icebox Franchise, LLC and an Affiliate, Blue Cryo LLC, both of which are operated out of our offices at 7000 Central Pkwy, Suite 1100, Atlanta, GA 30328 telephone: 404-247-9328. Our Affiliate operates a studio, which is the prototype of the franchised business. That studio has been in operation since May of 2012. Our Predecessor acted as the franchisor of the Icebox Cryotherapy since September 2016 and sold one franchise. Our Affiliate owned a second location which was sold to a Franchisee in November 2021, this was a non-traditional site, in which the lease was not renewed and as a condition of the sale, the new Franchisee was required to relocate and re-open [Fall 2022] in a new location within the brand standards for new Franchise. We became the franchisor on June 8, 2018. We do business under the trade name, "ICEBOX Cryotherapy" and other variations of those trade names. We are not engaged in any other business activities and have never offered franchises in any other lines of business, except our Area Representative Program which we no longer offer.

Our agents for service of process are disclosed in Exhibit F to this disclosure document.

Other than as described above, we have no parents, predecessors or affiliates required to be disclosed in this Item.

DESCRIPTION OF FRANCHISE

ICEBOX pioneered the introduction of Cryotherapy to the retail world in a luxurious spa-like setting. It is a cutting-edge business excelling in a customer centric service model, and is a leading provider in the United States for non-invasive cold therapies. We focus on athletic recovery, pain management, overall health, beauty, and wellness. Cryotherapy provides a multi-beneficial response that triggers the body's natural healing process in just 3 minutes. ICEBOX Cryotherapy provides safe and natural therapeutic programs to aid in athletic performance, inflammation reduction, anti-aging, and skin rejuvenation. You will not offer or perform any IV therapy. You or an employee who has completed our training program will over see the cryotherapy services as your location and the overall operation of your business. The only licensed medical professional you will employ will be an esthetician.

We offer single unit franchises under this disclosure document, although, if you meet our qualifications, we may allow you to purchase more than one franchise at the same time for a reduced Initial Franchise Fee, as further described in Item 5. If we grant you a franchise, you will have the right to operate a single ICEBOX Cryotherapy retail studio (also referred to as the "Franchised Business") at a location we approve (the "Franchise Location") within a designated territory ("Exclusive Territory") under the terms of ICEBOX Cryotherapy Franchise Agreement ("Franchise Agreement"). A copy of the Franchise Agreement is included in this disclosure document as Exhibit A.

You must operate your studio using the ICEBOX system, as defined in the Franchise Agreement (the "System"), in accordance with our requirements, procedures, and Operations Manual, which we periodically may change, improve and further develop, and using the Marks. The "Marks" will consist of the trademarks/service mark ICEBOX Cryotherapy and such other trademarks, service marks and each ICEBOX retail studio is able to provide services for whole body cryotherapy or localized cryotherapy. Whole-body Cryotherapy was originally designed as a treatment of Rheumatoid Arthritis and Inflammatory Joint Diseases. Proving extremely effective, Whole-body Cryotherapy quickly gained notoriety for that specific issue, but also to treat systemic inflammation processes throughout the body. Inflammation is part of a complex biological response of tissues to harmful stimuli, such as damaged cells. The common signs of inflammation are pain, heat, redness, and swelling, being a protective attempt by the body to remove the injurious stimuli and initiate the healing process. Initially, this is an effective part of the body's natural healing process. Problems occur when chronic inflammation goes unchecked throughout the body.

With Whole Body Cryotherapy, the chronic inflammation is reduced and in some instances, completely stopped. Thus, improving circulation, reducing pain and promoting an overall better health.

Cryotherapy has also gained notoriety as an effective recovery modality for muscle and joint injuries by significantly alleviating inflammation after strenuous exercise and training by inducing a natural anti-inflammatory effect. Achieving the optimal balance between strenuous training schedule and proper recovery is crucial in maximizing performance and gaining a competitive advantage.

During Cryotherapy treatment, the skin vessels and capillaries undergo a period of vasoconstriction (constriction of blood vessels) followed by vasodilatation (dilation of blood vessels) upon finishing the session. This causes toxins stored in the layers of the skin to be broken down and flushed away. This hyper cooling activates collagen production in the deeper layers of the skin, leaving your skin firm and radiant.

All of the ICEBOX retail studios are designed to have a warm, welcoming, spa like feel to them. All studios will be the same or very similar depending on size and shape of the location. A typical ICEBOX retail studio will be 1,500 to 1,800 sq. ft. Each location will receive a Design Intent Package (DIP) prior to build out, containing all the design features, furniture, accessories and equipment needed for the business.

MARKET AND COMPETITION

Your products and services will be marketed to the general public, although your primary customers will be athletes, persons with physical ailments and pain and persons who want to improve their overall appearance and health. You may eventually be competing with other similar businesses, including other franchised operations and independently owned businesses offering similar products and services. Changes in local and national economic conditions and local demographics also affect this industry and are difficult to predict. You will also need to contend with normal business risks, including eventual pricing policies of competitors, changes in laws and regulations, supply and demand and new technologies.

REGULATION OF INDUSTRY

Laws, rules and regulations that apply to all businesses generally will apply to your business. In addition, it is your responsibility to investigate and comply with federal, state and local laws applicable to the operation and licensing of the ICEBOX Studio, including obtaining all licenses, permits and approvals by municipal, county or state agencies. Federal, state, and local labor regulations, including minimum-age and minimum wage laws apply to your business, Americans With Disabilities Act ("ADA"), Occupational Safety and Health Act ("OSHA"), Fair

and Accurate Credit Transactions Act ("FACTA"). You will need to comply with all of these laws, rules and regulations before you can open and operate an ICEBOX Studio.

Currently there is no state or federal regulation regarding Cryotherapy. However, this can change and as an ICEBOX owner you will be required to comply with any and all new regulations set forth by federal, state or local agencies. Failure to comply with applicable laws, rules, regulations and licensing requirements could adversely affect your ICEBOX Studio and operations and subject you to civil and criminal penalties. Applicable laws, rules, regulations and licensing requirements may change over time and these changes may adversely affect your ICEBOX Studio and operations. You should investigate the application of these laws further.

ITEM 2: BUSINESS EXPERIENCE

Alia Alston, CEO and Founder

Alia Alston is the Founder and has served as the CEO of Icebox Cryotherapy Studio in Atlanta, Georgia since its inception in May 2012.

Allison Adams, COO

Allison Adams has served as the Chief Operations Officer of Icebox Cryotherapy Studio in Atlanta, Georgia since 2021. Ms. Adams served as the Director of Operations of ICEBOX Cryotherapy Studio from July 2019 to October 2021. Ms. Adams served as a Wellness Consultant of ICEBOX Cryotherapy Studio from July 2015 to June 2019. Ms. Adams served as a Realtor with Dorsey Alston in Atlanta, Georgia from 2015 to 2019.

Vicktoria Healy, Director of Franchise Development

Vicktoria has served as the Director of Franchise Development of Icebox Cryotherapy Studio in Atlanta, Georgia since 2016. Ms. Healy has also served as the Vice President of Franchise Expansion for FranServe in Atlanta, Georgia since October 2019 and CEO of Prosperity Franchise Advisors Atlanta., Georgia since October 2009.

Jessica Martinec, Director of Training and Development

Jessica Martinec has served as the Director of Training and Development of ICEBOX Cryotherapy Studio in Atlanta, Georgia since November 2021. Ms. Martinec served as the Studio Manager and Trainer for the Corporate ICEBOX Studio and Training facility from August 2021. Ms. Martinec served in Franchise Development & Management with Surterra Wellness from September 2018 to October 2020 and European Wax Center Corporate in Plano, Texas from February 2014 to September 2018.

Lauren Wessler, Lead Esthetician/Corporate Beauty Trainer

Lauren Wessler has served as the Lead Esthetician and Corporate Beauty Training of Icebox Studios in Atlanta, Georgia since January 2021. Ms. Wessler served as Lead Esthetician for Icebox for the Icebox Buckhead studio since January 2020 and Medical Esthetician for Advanced Dermatology and Cosmetic Surgery from June 2018 to November 2019 in Ocala, Florida.

ITEM 3: LITIGATION

No litigation information 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

We charge a uniform Initial Franchise Fee of $45,000 for each Studio. The Department of Financial Protection and Innovation requires that the franchisor defer the collection of the Initial Franchise Fee from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business. Before you open your ICEBOX Studio for business, you will be required to purchase certain equipment, materials, supplies, and Proprietary Products from us and/or our Affiliates or approved suppliers, including but not limited to, Cryotherapy Sauna, Localized Therapy Machine, CryoTherma Machine, Compression Sleeves, Red Light Therapy Machine, marketing and promotional materials, a point-of-sale system, management system software, employee uniforms, furniture, décor, gloves, wet wipes, and certain paper goods. We estimate that your cost to purchase materials, supplies, and Proprietary Products from us and/or our Affiliates or approved suppliers for your initial inventory will range from $4,000 to $6,000. These costs are not refundable and are payable to vendors before your Studio opens for business. See Items 6, 7, 8 and 11. You are not required to pay our Affiliates or us any other fees or payments for goods or services before your Studio opens.

You may choose to apply for multiple locations at the time you submit your Application for a Franchise. If this is your second or a subsequent franchise for an ICEBOX Studio, we will reduce the Initial Franchise Fee to 85% of our then- current initial franchise fee.

The multiple location Initial Franchise Fee is uniformly imposed. If you choose to purchase multiple units, you will sign a Multi-Unit Agreement (Exhibit I of this Franchise Disclosure Document) along with a single unit Franchise Agreement for each location you choose to purchase and pay the associated franchise fee for each. If you have been approved for multiple units, you will pay the initial franchise fee of $45,000 along with a 50% deposit of the remaining franchise fees. The other 50% of the franchise fees will be paid when each subsequent franchise agreement is signed.

Please note that once we accept your Application for a Franchise and you sign the final form of Franchise Agreement, your Initial Franchise Fee will no longer be refundable under any circumstances.

Architecture & Construction

You must use our selected vendor, which is currently Artifex Design Studio (ADS) for your architectural plans. For a fee of $11,750, ADS will perform a site survey, do all drawings, and work with your local jurisdiction to submit for permitting. For construction, you must use our selected vendor, which is currently JAG Building Group as your General Contractor. Construction costs range from $215,000-$350,000.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Continuing Royalty (Notes 1,2)	7% of Gross Monthly Sales	Payable by or on the 5th of the month for the prior month's gross sales.	"Gross Sales" includes all sales of every kind made at or from your franchise location, as more specifically set forth in the Franchise Agreement. "Gross Sales" do not include credits, refunds, discounts, or taxes. See Note 1
Brand Fund Contribution/National Advertising Fee (Note 1,2)	1.5% of Gross Monthly Sales	Payable at the same time and in the same manner as the Royalty	Used by ICEBOX in its sole discretion for the furtherance of the Marks and Systems as set forth in the Franchise Agreement.
Local Advertising Fee (Note 2)	Minimum of 5% of your monthly Gross Sales	As incurred by you	Icebox recommends 5%-10% of gross sales to be used for digital advertising, social media, local advertising, and community engagement. All other advertising vehicles should be approved by corporate.

Type of Fee	Amount	Due Date	Remarks
Technology Fee – ICEBOX (Notes 1,2)	Currently this fee is $350.00, however, is subject to adjustment from time to time, upon notification and as provided by the Confidential Operations Manual, at the discretion of the Franchisor.	Payable at the same time as the Royalty	Includes our backend intranet labeled, The Cube, SEO, website management and a maximum of 2 ICEBOX branded email addresses per studio. (Pricing can vary)
Technology Fee (Notes 1, 2)	Varies	As incurred by you	Includes but not limited to: WaiverKing, QuickBooks Online, Rockbot Music, and MindBody operating software. MindBody pricing varies from contract to contract.
Product Purchases	Varies	As incurred by you	You must purchase certain products from us or our designee, including all Robes, Uniforms, T-shirts and other items outlined in your Operations Manual that are used in your Studio. We may receive a rebate, commission, or other payment, or may make a profit on the sale of products to you.
Late Fees/Charges	Franchisee shall pay Franchisor a late invoice payment fee in the amount of FIFTY DOLLARS ($50.00) for the first occurrence and ONE HUNDRED DOLLARS ($100.00) for each subsequent occurrence.	On demand	Due on all overdue amounts, beginning 3 days after fees are due Interest accrues from the original due date until payment is received in full. If we have to file suit to collect amounts due, we are entitled to recover our costs, including reasonable attorney's fees.
Training for Manager or Esthetician (Note 3)	Our then-current training fee, plus expenses. Our current rate charged for additional in person training with one trainer is $500 per day for up to a maximum of 3 people.	Upon request of additional training	We will train up to 3 people at a time as part of Initial Training. If you request that we provide additional training at your franchised business to you and/or your employees you must pay our current additional training fee and you must also reimburse our representatives' expenses in providing on-site training, including travel, lodging and meals. Additionally, you and/or your manager may choose to attend a scheduled ICE training in Atlanta for a total cost of $500 per person for 3 days of training. You would still be responsible for your travel and lodging expenses.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee (Franchise Agreement)	$5,000 if transferee is an existing ICEBOX franchisee. If the transferee is new to the System, the transfer fee is equal to the then-current initial franchise fee.	Payable at time of transfer and execution of Transfer Franchise Agreement	Payable if there is a transfer of any direct or indirect legal or beneficial ownership interest in the Franchise Agreement, the Facility, substantially all the assets of the Facility, or in the ownership of your Entity. A "Control Transfer" occurs if there is a transfer of (i) any interest in the Franchise Agreement, (ii) the Facility or substantially all of its assets, or (iii) any interests that result in a change in control of your Entity.
Transfer Training	The transfer training is the same amount as our Initial Training. Currently, this amount is $5,000	Must be paid upon execution of Transfer Franchise Agreement	In the event that you transfer a Facility to an existing franchisee who meets certain previous training requirements, we may charge a reduced transfer training fee.
Renewal Fee (Notes 1, 2)	$10,000 or 25%, whichever is greater of the then-current Initial Franchise Fee	6 months prior to expiration of the Franchise Agreement	The term of the franchise is 10 years and can be renewed by you for two additional 10-year terms as set forth in the Franchise Agreement. You must sign the then- current version of the Franchise Agreement.
Grand Opening Advertising (Notes 1,2)	Minimum of $9,000 for advertising/PR & $500 for website development	Payable to Advertising Agency & Icebox HQ for Website development.	Must be spent on approved advertising within a period of 8 weeks before and 4 weeks after the first day you begin doing business at your ICEBOX Studio. This amount includes your pre-sale initiatives, ad management and ad spend.
Costs and Attorney's Fees (Notes 1, 2)	Will vary under the circumstances	As incurred by us	Payable to us for your failure to comply with the Franchise Agreement.
Initial Training Fee (Note 3)	$5,000	Payable to Us upon execution of Franchise Agreement	ICEBOX will provide franchisees with a 3 day Initia Certification Experience (ICE) training, as well as 3 days of on-site training at your franchise location. The Initial Training Fee covers this expense. You would still be responsible to cover your travel and lodging expenses. Any training required beyond the 3 day initial training and the 3 day on-site training would also be at your expense and will incur an additional training fee.
On-Site Evaluation Fees	Our costs and expenses in connection with the on-site evaluation.	On Demand	Payable only if we determine that on-site evaluations are or become excessive. In that case, we may require you to reimburse us for our costs and expenses in relation to each evaluation, including the cost of travel, meals and lodging for our employees.

Type of Fee	Amount	Due Date	Remarks
Insurance (Notes1, 2)	Cost of Insurance will vary	Payable before you oper your ICEBOX Studio	If you fail to obtain and maintain required insurance or furnish certificates of insurance, we may obtain such insurance or certificates at our sole discretion, and you must promptly reimburse our costs and us for insurance premiums.
Audit Expenses	Fee equal to the cost of audit, including any charges of independent accountants, travel expenses and per diem personnel charges.	On Demand	If you understate any payment to us by more than 2%, you must reimburse us for our actual costs incurred in conducting the audit, including attorney's fees, accountant's fees, travel expenses and compensation of our employees. These fees will not exceed our actual costs.

Notes:

1. Unless otherwise indicated, these fees are imposed by us and are to be paid to us (or our designee) in such amount and in the manner we prescribe as set forth in this disclosure document or your Franchise Agreement. You must pay all of these fees in United States currency from your corporate checking account to us, as we periodically prescribe. The method of payment is in our sole judgment. If your only method to pay for an obligation is to pay by credit card, we will charge you a handling fee for such credit card transaction. All fees payable to us are uniformly imposed against all franchisees. The method of payment and uniformity of all fees you pay to other third parties will be determined by your arrangement with those parties.

   "Gross Sales" means the entire amount of the actual sales price, whether for cash, credit or otherwise, of all sales of goods and services by Franchisee at the Franchise Location and all other receipts whosoever from all business conducted upon or originating from the Franchise Location, including sales from but not limited to, sales on the studio premises, all "outside" sales, the proceeds from any business interruption insurance received with respect to the Franchise Location, sales of goods or services where the orders originate in, at or from the premises for the Franchise Location whether the delivery or performance is made from the premises or from some other place, and including the value of any complimentary products provided at the Franchise Location at less than normal prices, calculated in accordance with the then-current prices for such products. Gross Sales shall not include any sums collected by Franchisee for any duly constituted governmental authority and paid out by Franchisee to such authority on account of state sales taxes, or other like taxes imposed upon Franchisee's sale of goods or services.

2. Unless otherwise indicated, we will not refund fees payable to us. The refund ability of all fees you pay to other third parties will be determined by your arrangement with those parties.

3. You will pay an initial training fee of $5,000, and will be responsible for wages, travel and accommodation expenses, including meals during the training period, for you and any of your employees. Additional training beyond initial training will incur an additional daily cost by you.

4. Depending on the longevity of your fixtures and equipment and the then-current design guidelines for the System you may need to pay us for new fixtures and for related maintenance or installation services or you may be able to maintain your own fixtures. If, under the circumstance, you are required

to pay us, the terms of the payment will be as described in Note 1 above.

ITEM 7: YOUR ESTIMATED INITIAL INVESTMENT

Type Of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (Note 1)	$45,000	Lump Sum	When we have completed our pre-opening obligations to you and you are ready to open your business.	Us
Initial Training Fee	$5,000	Lump Sum	Upon execution of the Franchise Agreement	Us
Architectural & Building Plans	$11,750	Lump Sum	Prior to Opening	Artifex Design Studio
Real Estate Improvements (Note 1, 3)	$215,000 - $350,000	Lump Sum or Financed (third party)	Prior to Opening	JAG Building Group
Furniture & Technology (Note 2, 4)	$22,000 - $26,000	Lump Sum	Prior to Opening	Us or Third Party
Equipment (Note 2, 4, 5)	*$30,200 - $151,000	Lump Sum or Financed (third party)	Prior to Opening	Us or a Third Party
Signage (Note 2)	$8,000 - $10,000	Lump Sum	Prior to Opening	Us or a Third Party
Supplies (Note 2,4)	$10,000	Lump Sum	Prior to Opening	Us or a Third Party
Opening Inventory (Note 2, 4)	$4,000-$6,000	Lump Sum	Prior to Opening	Us or Third Party
Attorney Fees	$3,000-$10,000	As Incurred	As Incurred	Attorney
Security Deposit Real Estate (Note 3)	$6,000 - $12,000	Lump Sum	Signing of Lease	Management Company
Utilities and Deposits (Note 7)	$0-$1000	Lump Sum	As Incurred	Third Party
Grand Opening Promotion/ Advertising (Note 6)	$9,000	As Incurred	Prior to Opening	Third Parties
Insurance (Note 9)	$1,000 - $3,000	Lump Sum	As Incurred	Provider

Travel and Living Expenses While Training (Note 4)	$0- $3,000	As Incurred	As Incurred	Employees or Staff, Airlines, Rental Car Agencies, Restaurants, Hotels, Etc.
Type Of Expenditure	**Amount**	**Method of Payment**	**When Due**	**To Whom Payment is to be Made**
Additional Funds for First 3 Months of Operation (Note 10)	$15,000 – $30,000	As Incurred	As Incurred During 1st Three Months	Us, Third Parties, Employees
Total Estimated Initial Investment	$384,950 - $682,750			

1. Your initial investment depends on several factors, including but not limited to: Studio size, Studio configuration, location, costs in developing real estate or real estate construction, costs in local law compliance, and amount and terms of financing. The figures provided are estimates and are based on a 1500 sq ft location. On average we are receiving $31 per sq ft. in Tenant Improvements (TI) and the numbers above do not reflect this cost reduction. We cannot and do not represent, warrant or guarantee that you will receive the same or any tenant improvements from your landlord, or that you will not have other additional expenses starting the business, including personal living expenses while you operate the franchise.

   Unless otherwise indicated, all fees and other amounts payable to us are non-refundable and we do not offer direct or indirect financing to franchisees for any items. The refund ability or financing of all fees and amounts payable to other third parties will be determined by your arrangements with those parties. For purposes of the above Table only, "Supplier" and "supplier" may include us or one of our vendors.

2. This estimate should include all fixtures and equipment, necessary to begin the operation of ICEBOX franchise, including office supplies and related equipment, robes/slippers, computer (including iPads) hardware, POS and client manager software, compression chairs, red light therapy machines, cryo sauna, hand-held cryo machine, dressing rooms, art and other miscellaneous equipment and supplies. The amount is variable, and your exact investment will depend on several factors such as: size and location of your Studio; prices charged by suppliers; inflation; financing costs; and other similar factors beyond our or your control. These estimates also do not include sales tax or freight and delivery charges.

3. Real Estate costs vary considerably according to the type of Studio, fair market values in your area, your real estate interest (leasehold or ownership), location, whether you or your landlord develops the location and whether or not your landlord gives you a grace period on rent. Your costs can vary depending on the size of the site, regional location, municipal requirements and rising costs of materials. The Studio will usually occupy leased space and will typically contain approximately 1,500-1,800 square feet. Our numbers above are based on a 1500 sq ft studio. Lease rates usually range from $25 to $65 per square foot, or more including CAM. This estimated range for Real Estate considers the costs of the first and last month's rent, that most landlords require their tenants to provide upon execution of the lease. We strongly suggest that you seek the advice of a real estate professional familiar with the market in which you will be located and the relevant laws. Icebox is not responsible for reviewing or negotiating the terms of your lease.

4. This estimate includes estimated costs associated with furniture, furnishings, installations, equipment (cryo sauna, hand-held cryo, CryoTherma ®, Light Stim and compression sleeves) trade fixtures, point-of-sale register system, office equipment, uniforms, computers, software, and certain items on the Studio premises. The quantity of specific items will vary depending upon the location, size and condition of a particular Studio.

5. At the date of this disclosure document, we have a relationship with Equipment Financing Companies who can provide financing options for cryo sauna, hand-held cryo, CryoTherma ®, Light Stim and compression boots. Financing will typically require 20% down of the total Equipment amount of $151,000. In some instance's depending on your individual financial circumstances, you may not have to put any money down or you may be required to put down up to 30% or more of the Equipment cost. We also make no guarantee that you will qualify for financing. The low number of $30,200 represents putting 20% down on the equipment package, with the remainder being financed.

6. This amount represents your estimated initial expense in advertising in local magazines, gyms, and other complimentary businesses for studio personnel, as well as your estimated initial expense in advertising the studio in local periodicals/internet, etc. and your training with our Advertising Agency of record will teach you how to promote the ICEBOX name and concept to consumers in your Exclusive Territory via social media platforms and influencers. This amount includes your grand opening, ad spend and PR. To keep with our brand, all grand opening efforts will be coordinated and paid directly to our Advertising Agency of record. Our See Items 6 and 11.

7. You will need certain utilities in the operation of your ICEBOX Studio. These may include, but not limited to: electric, water/sewer, trash collection, telephone, high-speed Internet service and television/cable. You may be required to pay deposits on these services as well as to your landlord. These estimates are pre-opening.

8. This amount estimates the working capital necessary to cover the initial operating expenses for the operation of your Studio. This amount includes hourly employee salaries for a period of 3 months after you commence operation of your studio, rent/lease, utilities, etc. These figures are estimates, and we cannot guarantee you will not have additional expenses starting your studio. Your costs will depend on factors such as: how closely you follow our recommended methods and procedures, including the Operations Manual; your management skill, experience and business acumen; local economic conditions; the local market for Cryotherapy; the prevailing wage rate; competition; the sales level reached during your presale campaign; and the local laws that may affect your franchise. You also will incur additional operating expenses in connection with the ongoing operation of your studio.

9. You are obligated under the Franchise Agreement to obtain and maintain occurrence based comprehensive general liability coverage, including bodily injury, property damage, advertising injury and personal injury of at least $1,000,000 per occurrence, $2,000,000 general aggregate and $1,000,000 product liability aggregate, business interruption insurance, fire and extended coverage insurance, workers' compensation, and any other insurance required under the terms of the lease or in accordance with your state's laws for the ICEBOX Studio business.

10. This total is an estimate of the initial investment required for you to commence operation of your studio for 3 months. We have relied on our experience in opening and operating and franchising ICEBOX Studios. Your costs may vary, however, based on a number of factors, including without limitation the geographic

area in which you locate your studio, local market conditions and your skills at operating your studio. We strongly recommend that you review the estimates in this Item 7 carefully with a professional business advisor before you sign the Franchise Agreement.

Initial Investment for a Multi-Unit Agreement

Type Of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee for first unit	$45,000	Lump Sum	When we have completed our pre-opening obligations to you and you are ready to open your business.	Us
Initial Franchise Fee for additional two units	$38,250	Lump Sum	When we have completed our pre-opening obligations to you and you are ready to open your business.	Us
Other expenses to open your first location	$339,950-$637,750	As incurred	As incurred	Us and other vendors
Total	$423,200 to $721,000	As incurred	As incurred	Us and third parties

These figures represent the initial investment to do a three store multi-unit agreement. You would pay the full initial franchise fee for location #1 and one-half of the discounted initial franchise fee for locations two and three, plus you would incur the expenses associated with the initial investment of location #1.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to maintain the high standards and uniformity of ICEBOX Studios, you must maintain and comply, at your sole expense, with our quality standards and specifications, including without limitation those relating to signage, equipment, clothing, and studio décor. The presentation of ICEBOX products and services for sale is critical to the System. Therefore, you may not install or use any products, equipment, fixtures, furnishings, displays, supplies or other items that deviate from our standards and specifications outlined in our Operations Manual without receiving our prior written approval. From time to time, we may require you to modernize the studio décor and inventory according to our specifications outlined in the most current version of the Operations Manual.

We may condition your right to buy or lease goods, machinery or services on their meeting our minimum specifications or being purchased from suppliers that we approve. We will make our specifications (which are part of the Standards) known to you in the Operations Manual or otherwise in writing. We may change the Standards and specifications applicable to operation of the Franchised Business by written notice to you or through changes in the Operations Manual. You may incur an increased cost to comply with these changes. If we provide specifications for items or services for use by Franchised Businesses, you must purchase only items and services that meet those specifications.

We will not issue specifications directly to suppliers who are not our approved vendors. If you would like to use in your Franchised Business any product (regardless of whether it bears any of the Marks) or services that you will purchase from a supplier we have not previously approved or designated, you must obtain our prior written consent and, upon our request, give us the supplier's contact information. Within 30 days we will notify you, and, as we deem appropriate, the supplier of our approval or our reasons for withholding approval. As a condition of permitting a supplier to produce any item that bears the Marks, we may require the vendor to sign a license agreement obligating the vendor to meet quality standards and respect our trademark rights. We have no obligation to approve any request for a new supplier, product, machinery or service.

In addition, we may establish strategic alliances or preferred vendor programs with suppliers for some or all of the products and/or services that we require, or recommend for use by, or in connection with operations of, Franchised Businesses. If we establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, designate sole sources that you must use for some or all products and services, and/or refuse any of your requests for vendor approval if we believe that this action is in the best interests of the Network or System. We make no representation or warranty that these alliances or programs will provide any specific Franchised Business with the lowest cost items or services available to that Franchised Business or that any individual Franchised Business will benefit proportionately from any such alliance or arrangement. We and/or our affiliates may be approved or designated (sole) suppliers of goods and services.

There is no ownership interest in any of our approved suppliers by us, our affiliate or owners unless indicated.

Revenue from Required Purchases and Leases by Franchisees. In the last fiscal year ending on December 31, 2021, we received $0 in revenue related to required purchases and leases of products and services by franchisees, which was 0% of our total revenue of $307,990 as reported in our audited financial statements. Additionally, in the 2021 fiscal year, we received $0 in contributions for a National Conference from vendors or suppliers.

COMPUTER HARDWARE AND SOFTWARE, CARD PROCESSING SERVICES

You must purchase computer hardware and software for your studio that we designate or that meets Icebox standards and specifications. We have the right to require you to purchase computer hardware and software and related services from our designated supplier or suppliers, or from our approved supplier or suppliers. Such supplier or suppliers may be or include us or an affiliate, and we may be the only designated or approved supplier or source of supply for these items. As of the issuance date of this disclosure document, the accounting software is Quickbooks online and POS supplier is MindBody. You will be responsible to pay any company we designate, or may designate in the future, their related licensing, or support and maintenance fees. See Items 6 and 11 for further information regarding computer hardware and software. As of the issuance date of this disclosure document, you must purchase credit/gift card processing services from MindBody and sign a related service contract with this provider, who is currently the only designated provider of these services.

FIXTURES, EQUIPMENT, SIGNAGE, UNIFORMS AND SUPPLIES

We have the right to require you to purchase fixtures, equipment, cryotherapy machinery, signage, studio décor materials, furnishings, displays, gift boxes, packaging, marketing, promotional and advertising materials, inventory, supplies and other items used in and sold from your Studio from our designated supplier or suppliers, or from our approved supplier or suppliers. Such supplier(s) may be or include us or may be any approved supplier

or source of supply for these items. You will be required to purchase specific robes, logo uniforms and from any supplier we designate or approve and sign a related service contract with this supplier.

OTHER SERVICE PROVIDERS

We have the right to require you to purchase certain services related to the operation of your studio from our designated service provider or providers, or from our approved service provider or providers. Such provider(s) may be or include us, and we may be the only designated or approved provider of these services.

LOCATION OF YOUR STUDIO; REAL ESTATE LEASE

You must use our designated Master Real Estate broker in connection with identifying the site for your studio. If you have a local broker you would like to use, they must work in conjunction with our selected master broker. You must locate a site for your ICEBOX Studio that we approve as meeting our standards and specifications. If you lease or sublease the premises for your studio, we must approve the lease or sublease before you sign it. Our approval of your site and lease or sublease, and any site selection assistance we provide, however, does not in any way constitute a guaranty or warranty as to the success of the site as an ICEBOX Studio. You are not required to purchase, lease or sublease your studio premises from us.

INITIAL SET-UP

You will be required to purchase a number of services relating to the initial set-up of your ICEBOX Studio, including without limitation: (1) the preparation of construction and architectural plans for the studio location, (2) site development and construction management services, (3) actual on-site construction, (4) the development and implementation of an in-studio design and signage package, and (5) computer hardware and software set-up. As of the issuance date of this disclosure document, you must use JAG Building Group (JAG) as General Contractor and Artifex Design Studio for Construction Plans (a) the preparation and/or approval of the construction and architectural plans for your studio location, (b) the supervision of your fixture installation and (c) the development and implementation of an in-studio design and signage package using our national vendors for millwork, signage, plumbing, lighting, etc. As further described in Item 11, we also may, at your option, provide some or all of these other services to you for a fee.

INSURANCE

You must purchase and maintain for each studio you operate, at your expense, including but not limited to, comprehensive commercial general liability coverage with an umbrella of at least $2,000,000 aggregate, property and casualty coverage on the studio location, business interruption coverage, sexual abuse, worker's compensation, employer's liability insurance, unemployment insurance, state disability insurance and other insurance to meet statutory requirements. All insurance policies must insure you and us (as an additional insured) from all liability, damages or injury, and must meet all other requirements that we designate in the Operations Manual.

SUPPLIER AND PRODUCT APPROVAL

We have the unlimited right to approve or disapprove suppliers that may be permitted to sell products or services to you and we may at any time withdraw our designation or approval of a supplier. If we revoke approval of a supplier, we will provide written notice to you and to the supplier.

We have developed and will continue to develop standards and specifications for products, equipment, materials and supplies used in the ICEBOX Studios, and have the right to designate the specific brand of these items ("Approved Products"). We also have designated and approved, and will review and continue to designate and approve, manufacturers, suppliers and distributors of the Approved Products that meet our standards and requirements, including those relating to quality, quantity, prices, volume, capability, and other criteria ("Approved Suppliers"). You agree to adhere to these standards and requirements, and to purchase only those Approved Products from Approved Suppliers as we prescribe in the Operations Manual or otherwise in writing. As further described above, we have the right to designate a single source or sources from whom you must purchase certain Approved Products and other products and services, and we may be that single source (if we only designate a single source) or one or more of the sources (if we designate more than a single source). For certain Approved Products and other products and services, we, or a third-party manufacturer, supplier or distributor may be the only approved supplier even though we have not designated a single source of supply for those items. We periodically may modify the Approved Products or Approved Suppliers, and you agree to comply with such modifications upon written notice from us. All products, services, materials and other items and supplies used in the operation of your ICEBOX Studio that are not Approved Products must conform to any specifications and standards we periodically establish.

If we have not designated the brand or the supplier or source of any of the Approved Products, or other products, services or suppliers used in the operation of your ICEBOX Studio, you may request that we approve an alternative to that item, or an alternative supplier or source for that item. Your request must be in writing and

must identify the proposed alternative brand, or proposed alternative supplier or source, its name and address (if applicable), why you want to purchase the proposed alternative item or purchase from the proposed, alternative supplier or source, and specifically describe the items you would like to purchase. As a condition of obtaining our prior written approval of a proposed alternative supplier or source, the supplier or source may be required to agree in writing to:

1. Not disclose any confidential information regarding the System or the operation of ICEBOX;

2. Comply faithfully with our specifications for the proposed alternative item;

3. Provide us with samples of the proposed alternative item to be supplied;

4. Sell products and materials bearing our Marks only to our franchisees;

5. Demonstrate to our reasonable satisfaction that it can supply products and materials in amounts that meet our specified demand on a continuing basis; and

6. Remain in good standing in the business community respecting its financial soundness, its liability exposure, and the quality of its products and materials.

As part of the approval process, we also may require that a proposed supplier or source sign a supplier agreement covering such items as insurance, product quality, trademark use and indemnification. To the extent we make our general criteria for approving proposed alternative suppliers or sources available to franchisees, we will do so through the Operations Manual or other written communication.

We will use our reasonable best efforts to notify you within 30 days after receipt of all requested information and materials whether you may purchase a proposed alternative item or use a proposed alternative supplier or source. If you do not receive a notice of approval or disapproval within this 30-day period, you may purchase the proposed alternative item or use the proposed alternative supplier or source, provided that our failure to give our approval or disapproval will not be deemed to represent our approval. As further described in Item 6, you must pay us a fee for our review of your requests to use a proposed, alternative item, or purchase from a proposed alternative supplier or source. We will disapprove or withdraw our approval of any item or supplier or source by written notice to you and we have the right to do so in our sole judgment. If we do so, you will have 30 days to stop offering, selling or using that item in your studio, or purchasing from that supplier or source.

As we determine consumer preferences and trends in the marketplace, or develop new marketing techniques, technologies, services and materials, we anticipate that we will formulate and modify our standards and specifications as we consider appropriate and useful, and notify you through amendments to the Operations Manual via The Cube, company newsletters and/or company emails.

PURCHASES FROM US

As stated above we, or our affiliate are currently the designated supplier of your Initial Setup (see above). Otherwise, neither we, nor any affiliate sells any products or services to you or is an approved or designated

supplier of any products or services. We and/or our affiliates may, in the future, sell products and services to you and may be approved or sole suppliers of those goods and services. Any such purchases, whether required or voluntary, generally will be at prices exceeding our or our affiliates' costs.

If we incur direct, out-of-pocket costs in connection with the development of advertising materials, software, training or other items or services that are sold to you by a vendor, that vendor will reimburse us for those costs.

We anticipate that 90% of your purchases or leases will be from designated suppliers in accordance with our exact specifications, and that 80% of your on-going purchases and leases will be in accordance with these requirements. We expect that in the future we will receive rebates, discounts, or other remuneration from vendors, suppliers and contractors we designate or recommend based on purchases by franchisees.

ALLOWANCES

We may collect and retain certain marketing allowances, credits, moneys, payments, and benefits (collectively, "Allowances") offered by suppliers to us based on your purchases of products and other goods and services. “Allowances” does not include payments for services rendered, license fees, reimbursement of out-of-pocket costs and the like. Our use of the “Allowances” is at our sole discretion.

We will retain and use any fees, payments, rebates, commissions or other consideration, as we deem appropriate or as required by a particular manufacturer, supplier or distributor.

While we may, at our discretion, attempt to negotiate purchase arrangements with manufacturers and suppliers for the benefit of our franchisees and to secure lower pricing based on volume discounts, we have no obligation to do so, and any discounts or other purchasing arrangements we may in the future obtain are not guaranteed by us and may be terminated by the manufacturer/supplier at any time. Currently, there are no purchasing or distribution cooperatives.

ITEM 9: FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement. 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	Disclosure Documents Item
a. Site selection and acquisition/lease	Sections 2 of Franchise Agreement	Items 1, 7, 11 and 12
b. Pre-opening purchases/leases	Sections 10.B, 10.C and 10.L of Franchise Agreement	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 2.C and 10.B of Franchise Agreement	Items 7, 8 and 11
d. Initial and on-going training	Sections 10.C, 10.E and 10.F of Franchise Agreement	Items 6 and 11
e. Opening	Sections 7.E and 10.B of Franchise Agreement	Items 5 and 11
f. Fees	Sections 5, 6, 7 and 8 of Franchise Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	Sections 11.K of Franchise Agreement	Items 11 and 16

Obligation	Section in Agreement	Disclosure Documents Item
h. Trademarks and proprietary information	Sections 4 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 11.C and 11.D of Franchise Agreement	Items 8, 11 and 16
j. Warranty and customer service requirements	Section 10.C of Franchise Agreement	Item 16
k. Ongoing product /service purchases	Sections 10.C and 10.D of Franchise Agreement	Items 8 and 11
l. Maintenance, appearance and remodeling requirements	Sections 10.E of Franchise Agreement	Items 6 and 11
m. Insurance	Section 11 of Franchise Agreement	Items 6 and 8
n. Advertising	Sections 7 and 8 of Franchise Agreement	Items 6, 7 and 11
o. Indemnification	Section 12.B of Franchise Agreement	Item 6
p. Owner's participation/management/staffing	Section 10.A of Franchise Agreement	Items 9, 11 and 15
q. Records and reports	Section 13 of Franchise Agreement	Item 6
r. Inspections and audits	Sections 10.J and 13.D of Franchise Agreement	Item 6
s. Transfer	Section 14 of Franchise Agreement	Items 6 and 17
t. Renewal	Section 3.B of Franchise Agreement	Items 6 and 17
u. Post-termination	Sections 18.A of Franchise Agreement	Item 17
v. Non-competition covenants	Sections 19.A and 19.B of Franchise Agreement	Item 17
w. Dispute resolution	Section 22 of Franchise Agreement	Item 17
x. Other-Guarantee of franchisee obligations	Sections 23.A and Exhibit H of Franchise Agreement	Item 22

ITEM 10: FINANCING

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

ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any Pre-Opening Assistance
Before you open your ICEBOX Studio, we will:

1. Assist with site selection and evaluation, in conjunction with our Master Real Estate Broker (Franchise Agreement, Section 9.A).

7. Prepare and/or approve construction and architectural plans, in conjunctions with Artifex and JAG to provide for fixture installation supervision (Franchise Agreement, Section 9.B).

2. Develop and implement an in-studio design and signage package (Franchise Agreement, Section 9.B).

8. Supply or facilitate certain fixtures, equipment and signage (Franchise Agreement, Section 9.B).

9. Supply or facilitate the supply through our affiliates or designated suppliers of opening inventory, machinery and other supplies (Franchise Agreement, Section 9.B).

10. Provide initial training (Franchise Agreement, Section 9.C).

11. Specify Approved Products & Approved Suppliers (Franchise Agreement, Section 10.D).

12. Coordinate with Vineyard & Eddy, or whoever Corporate is using for GO, and approve your grand opening advertising (Franchise Agreement, Sections 7.E and 9.B).

3. Provide you access to our electronic Operations Manual, which may also be delivered in print upon request (Franchise Agreement, Section 9.D and 10.K).

13. Make available at least one representative to provide opening assistance to you and to help ensure your compliance with all pre-opening requirements (Franchise Agreement, Section 10.B).

ONGOING ASSISTANCE

During the operation of your ICEBOX Studio, we will:

1. Develop advertising materials that can be used for all Icebox studio locations and administer the Advertising Fund, as we see fit (Franchise Agreement, Sections 6.B and 9.F).

2. Periodically update list of Approved Products and Approved Suppliers (Franchise Agreement, Section 10.D).

3. Supply or facilitate the supply of additional inventory or other products, and items to the extent we or our approved or designated suppliers (Franchise Agreement, Section 10.D).

4. Provide training or support when we deem necessary (Franchise Agreement, Section 9.E).

5. Provide you with any supplements, amendments and revisions to our Operations Manual (Franchise Agreement, Section 9.D and 10.K).

If you are located in Central New Jersey, we may delegate some of our obligations to our Area

Representative. See Exhibit I for more information regarding them.

SITE SELECTION

You are responsible for securing a site for your Franchise Location that meets our standards and specifications. You must receive our prior written approval of the Franchise Location before you begin developing your ICEBOX Studio at that Franchise Location. If we have not approved the site of the Franchise Location at the time you sign the Franchise Agreement, we will leave blank Exhibit A of the Franchise Agreement and you will have 120 days to select and receive our approval of a site for the Franchise Location. Factors that we will consider when approving a site include without limitation, the general location, the neighborhood, size and market demographics. The time limit for us to approve a site is 30 days. If we do not notify you in writing within 30 days of our decision regarding site approval, the site will be considered unapproved. If you fail to select and receive our approval of a site for your Franchise Location before the end of the 120-day period following the effective date of your Franchise Agreement, such agreement will be subject to default and termination action, with all fees being considered fully earned and non-refundable. ,.

If you lease or sublease the premises of the Franchise Location, you must receive our prior written approval of the lease or sublease before signing it.

Our identification of a site, review and approval of a site, and review and approval of the lease, sublease or other related agreement for a site does not constitute a guarantee, recommendation or assurance as to the suitability of the site for an ICEBOX Studio, or the success of the site as an ICEBOX Studio. Our approval of a site means that, based on the information we have reviewed, the site meets our then-current standards and specifications for an ICEBOX Studio.

TYPICAL LENGTH OF TIME BEFORE YOU OPEN YOUR STUDIO

We estimate that the typical length of time between our approval of a Franchise Location and the opening of an ICEBOX Studio at that Franchise Location is approximately 6-8 months. Factors that may impact this length of time include without limitation: the location and condition of the location you select; the extent to which your studio location must be upgraded or remodeled; the timing of your initial training; your ability to obtain a lease, financing or building permits; weather conditions; shortages; the timing of the delivery and installation of your studio equipment, fixtures and signage; your ability to obtain all required state and local licenses, permits, variances and certificates to allow you to operate your studio; and other similar factors. You are responsible for determining that your ICEBOX Studio meets all zoning and other applicable requirements, and that you have obtained any necessary required licenses and permits. You may not open your studio until you have complied with all preopening requirements to our sole satisfaction and we have approved your opening. If you fail to open your studio within one year after signing the Franchise Agreement, such agreement will be subject to default and termination action, with all fees being considered fully earned and non-refundable. Icebox has established blackout dates for studio training and openings from Thanksgiving to New Year's Day.

ADVERTISING

As further described in Item 6, you are required to pay us a monthly Advertising Fee of 1.5% of monthly gross sales. We will deposit all Advertising Fees we receive into a fund (the "Advertising Fund") that we have established and administer. All the ICEBOX franchisees will contribute to the Advertising Fund at the same rate. The Advertising Fund is not a trust or an escrow account, and we do not have any fiduciary obligations with

respect to the Advertising Fund or any Advertising Fees we receive. We have no obligation to make expenditures on your behalf that are equivalent or proportionate to your Advertising Fees, to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or to ensure that any advertising directly impacts your ICEBOX Studio or penetrates the Exclusive Territory.

We may use the Advertising Fund for expenses incurred in connection with the cost of creating, formulating, and developing and implementing marketing, advertising and promotional programs, campaigns, new services and materials, and any other activities we, in our sole judgment, believe are appropriate to enhance, promote and protect the ICEBOX brand. These items and activities may include without limitation: (i) preparing marketing and advertising materials; (ii) preparing and maintaining World Wide Web pages and sites, and other activities related to advertising and promotion via the Internet and/or other public computer networks; (iii) preparing and conducting television, radio, magazine, newspaper, and World Wide Web/Internet advertising campaigns and other public relations activities; (iv) employing public relations firms and advertising agencies to assist in the activities described above, including without limitation the placement of print, broadcast or World Wide Web/Internet advertising; (v) collecting and accounting for the marketing and advertising payments from our franchisees; and (vi) preparing any audits of the Advertising Fund. We may use the Advertising Fund for administrative costs and overhead that we incur in activities reasonably related to the administration of the Advertising Fund, including without limitation the salaries and benefits paid to us and our employees engaged in advertising- related functions. We may also use the Advertising Fund to reimburse certain franchisees for advertising expenditures. We may use any media, create any programs, campaigns and materials, and allocate advertising and promotional expenditures locally, regionally or nationally and to any regions or localities that we consider appropriate. As of the issuance of this disclosure document, we intend to use the Advertising Fund to conduct regional or local advertising. As the ICEBOX system grows, we will also consider using national advertising. We may use in-house personnel and/or outside national, regional or local public relations firms and agencies to create and place marketing and advertising for the ICEBOX system, and otherwise perform activities described above.

If requested by you in writing no sooner than 90 days after the end of our fiscal year, we will provide you an annual unaudited statement of contributions and expenditures of the Advertising Fund for our most recently completed fiscal year. We are not required, however, to audit the Advertising Fund. We expect to expend most contributions to the Advertising Fund during the fiscal year when the contributions are made. If we expend less than the total sum available in the Advertising Fund during any fiscal year, we will retain the remaining amount in the Advertising Fund and expend the unused sum during the following fiscal year. If we expend an amount greater than the amount available in the Advertising Fund in any fiscal year (in addition to any sum required to be expended because we did not expend all the sums in the Advertising Fund during the preceding year), we will be entitled to reimburse ourselves from the Advertising Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year. Although the Advertising Fund is intended to be of perpetual duration, we have the right to discontinue the Advertising Fund and require you to spend an equivalent amount in local advertising as discussed below. We will not discontinue the Advertising Fund, however, until we have expended all money in the Advertising Fund for advertising and promotional purposes.

We will not use more than 25% of Advertising Fund for advertising that is principally for the solicitation of franchise sales. Other than spending the Advertising Fees paid to us as described above, we are not obligated to conduct any additional advertising marketing or promotion.

You must spend at least 5% of your Gross monthly Sales per month, on digital advertising and promotional community activities during each calendar year in your Exclusive Territory, in such types as we approve or as set forth in the Operations Manual. We encourage you, however, to spend additional amounts on local advertising and promotional activities beyond the minimum amount required under the Franchise Agreement to grow your business. Your local advertising expenditures will include advertising, merchandising, sales promotion, public relations, social media, SEO and other forms of advertising at the local level. By January 31 each year, you must provide us with an accounting of the monies that you spent and documentation of the local advertising and promotional activities you executed during the preceding calendar year. If you fail to spend the required minimum amount during any calendar year on approved local advertising and promotional activities, you must pay us the difference between what you should have spent on approved local advertising and promotional activities during that year, and what you actually spent on those items during that year. Franchisor will deposit that amount in the Advertising Fund. You must also maintain at least one telephone number, which will be listed in the "White Pages" serving the Exclusive Territory in which the ICEBOX Studio is located. Amounts spent on telephone directory advertising will not be credited towards your local advertising obligations described above.

You must obtain our approval (in writing) of all marketing, advertising and promotional materials before use, including any of your own materials, at least 7 days before the deadline for running or using the marketing, advertising or promotional materials. Any marketing, advertising or promotional materials not approved by us within 7 days will be deemed, to be disapproved. You must use marketing, advertising and promotional materials that depict any of the Marks only in connection with your sale of approved products and services at the Business. At any time, we may require you to stop any marketing, advertising or promotion. You must use marketing, advertising and promotional materials that depict any of the Marks only in connection with your sale of approved services and products in connection with the Business. Any marketing, advertising and promotional materials you use must be current, in good taste and in good condition, and communicate the brand position and character that we have established for ICEBOX. All marketing and advertising materials must follow our Brand Guideline. As further described in Item 8, we may periodically make available for purchase, from us or designated or approved suppliers, certain advertising, marketing and promotion materials.

You may use only approved advertising and promotional materials for your local advertising. If you desire to use any unapproved advertising or promotional materials bearing the name ICEBOX or other marks, or any portion of those items, you must obtain our prior written approval before using those materials. Any advertising or promotional materials not approved by us within 7 days will be deemed to be disapproved. You must use your best efforts to promote and advertise your ICEBOX Studio and will participate in all advertising and promotional programs we establish in the manner we direct as set forth in the Operations Manual or otherwise in writing. You also must honor all coupons, discounts, gift certificates and other promotional programs we develop.

As of the issuance date of this disclosure document, there are no advertising cooperatives. We have the right, however, to form, approve the franchisee formation of, change, dissolve or merge local or regional advertising cooperatives, and to establish the rules under which these cooperatives will operate. These cooperatives would count towards your local advertising financial requirements. You must participate in and contribute to any local or regional advertising cooperative we form or approve in the area where your ICEBOX Studio is located. As of the issuance date of this disclosure document, there was no advertising council for ICEBOX. We have the right, however, to form, change, or dissolve any advertising council. In addition, any advertising council we form will serve in only an advisory capacity.

You must spend no less than $9,000 on advertising with our agency to promote the grand opening of your ICEBOX Studio, which must be coordinated with us and must occur not more than 90 days before, and not more than 90 days after, the first day you begin doing business at your studio. We must approve all grand opening advertising.

Your minimum expenditure on grand opening advertising is in addition to the Advertising Fee and your other local advertising requirements described above.

We have the right to advertise the System on the Internet. You may use electronic media, including the Internet, in the operation of an ICEBOX Studio for marketing and advertising purposes only, provided that you obtain our prior written consent for any such advertising. You may not conduct business or sell products and services over the Internet or create your own private network/website with which to conduct business without our prior written consent. You may not use any of the Marks in any part of your Internet domain name. Any additional marketing materials you may need must be done and produced, with our approval, from a professional graphic designer at your cost. Icebox is not responsible for producing any additional marketing materials for studio specific requests.

TRAINING

We will provide you, and any additional approved employees, with an initial training program, which you and your employees must attend and complete to our satisfaction before you open an ICEBOX Studio. You are responsible for all travel costs, lodging, food, wages and benefits and other costs you and your employees incur in attending the training. Once we provide the initial training program to you and any of your approved employees, we may charge you a fee for any additional individuals who desire to attend our initial training program at a later date. The initial training program will commence when you sign your Franchise Agreement. It will be a combination of virtual and in-person training. The in-person training will consist of 3-days where we will provide you with an Initial Certification Experience (ICE). The franchise owner and studio manager must attend all three days and complete to our satisfaction before you may begin presale events for your ICEBOX Studio. Day 1 will consist of 7 classroom hours, Day 2 will consist of 7 studio hours, and Day 3 will consist of 7 classroom hours. All in person training will take place at our Corporate Headquarters in Atlanta, GA or another existing ICEBOX Studio we select, or some other location we designate, or we may also offer virtual training in place of in-person training. In addition, we will conduct the initial training program not more than 60 days before, but not less than 10 days before, the first day you begin doing business at the Franchise Location.

In addition to the initial training program, we will provide you with a 3-day on-site training program at your Franchise Location, immediately before your grand opening. This training will include, but is not limited to Education, Hands on Training, Sales Fundamentals and Role-Playing Scenarios. We will not charge you an additional fee for this segment of training, although you are responsible for all travel costs, lodging, food, wages and benefits and other costs you and your employees incur in attending the training. Icebox training staff will not begin training at your studio location, until the new studio location is complete with all applicable construction, studio set up and initial training done by the Franchisee. Icebox training staff are not available to help set up, open boxes, clean or organize the studio during those on-site training days.

The table below summarizes the initial training program and on-site training program as of the issuance date of this disclosure document. All of our training is hands-on training and includes instructional materials, Operations Manual, advertising and marketing materials and other written and video materials.

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Icebox Virtual Training - Setting Up Your Business - Site Selection Overview - The Cube - Icebox Introduction - Icebox Services - Studio Development - Studio Set Up - Equipment Demos & Manual Reviews - Vendor Training - Waiver/Contraindications	23	0	Web-based training
Icebox Independent Learning/Guided Training - Beauty - Operations - Branding & Marketing - Lets Get Social Preview - Presale Preview - Policy & Procedures - Hiring Guide - Leadership - Culture - Team Building - MindBody Training - Cryo Machine Training	15	0	Web-based training Franchisee & Manager
Initial Certification Experience (ICE) Day 1 - Mission & Vision - Culture - History of Cryo & Icebox - Presale Training - Social Media - The Icebox Experience Introduction - Introduction to Beauty - Contact Campaign	0	7	Corporate Headquarters or a location of our choosing Franchisee & Managers
Initial Certification Experience (ICE) Day 2 - Employee Training - Cryo-Beauty - Retail - Equipment Training - The Icebox Experience Training	0	7	Corporate Headquarters or a location of our choosing Franchisee & Manager
Initial Certification Experience (ICE) Day 3 - Studio Workday	0	7	Corporate Studio or a location of our choosing Franchisee & Manager
Icebox New Studio Training Day 1 - Cryo-Beauty Training	0	8	Your ICEBOX Studio Esthetician and Manager
Icebox New Studio Training Day 2 - All Equipment Training - Sales Fundamentals & Role Playing - Membership, Beauty & Retail Education	0	8	Your ICEBOX Studio All Employees

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Icebox New Studio Training Day 3 - Soft Opening - Hands on Training - Flow	0	6	Your ICEBOX Studio
Total Hours	59	43	

We periodically offer training and will work with you to schedule the initial training program and on- site training program as close to the desired commencement date as possible. We have the right, however, to determine when all training takes place. You must provide training to all employees that work at an ICEBOX Studio, using the training methods, Education and Operations Manual we provide to you.

TRAINING INSTRUCTORS

Training will be conducted by or under the executive supervision of our Director of Training and Development, Jessica Martinec, who has several years of training and development experience within the industry and has served as our Director since November 2021; and Lauren Wessler our Lead Esthetician and Corporate Beauty Trainer, since January 2021 along with other members of our Executive Team or any designated Corporate Trainers, who may also be involved in the current training program.

ONGOING TRAINING

We or a representative we designate may conduct conferences, webinars, refresher courses and other programs or other training sessions. We will determine the duration, curriculum and location of these. You and your managers, and other staff must attend these sessions when we require attendance, at your sole cost and expense. You must pay for the salaries, travel, accommodation and related costs for all persons associated with you who attend these programs. You may also be required to pay us a training fee for these mandatory training sessions, refresher courses, programs and/or other meetings, in an amount set forth in the Manual or otherwise.

OPERATIONS MANUAL

We will provide you electronic access our confidential Operations Manual, which includes but not limited to Operations, Education and Training, on or prior to your first day of the initial training program in electronic format. The Operations Manual will be provided to you on loan from us for as long as you are an authorized ICEBOX franchisee. The Operations Manual contains certain operational policies, standards, requirements, practices and other specifications for your ICEBOX Studio; some of which will be mandatory that you must follow and some of which will be optional. The Operations Manual will be updated from time to time with our then current policies and procedures, once you have been notified via The Cube (our backend management system), email or other written format of the changes you will be obligated to follow them, unless it is specifically stated as being optional. The Operations Manual contains proprietary information and you must keep this information confidential, as stated in Item 14 of this disclosure document.

The Table of Contents for our Training Manual is located in Exhibit H.

COMPUTER SYSTEMS

Before your Studio opens, you must purchase and install our required computerized point of sale system and management system, printers and other related accessories and peripherals. As further described in Item 6, you are required to pay us a monthly Technology Fee of currently $350.

These systems grant us access and permit us to instantly receive information concerning sales from your Studio, and provide you with sales and other operational information. You are to assist us in accessing this information.

You shall be required to establish Internet access through a reputable Internet service provider, utilizing a fixed Internet protocol, Internet router and any other required specifications designated by us in the Manual or otherwise. The currently required computer hardware and software systems include two front counter computers, which is a 23.8 inch PC, and at least 2 tablets to be used by staff for client check-in, which will be current generation iPad – 7" or any Android tablet. We also require a music box, virus protection software, credit card processing and a printer. In addition, you will be required to purchase from our designated vendor a magstripe reader. You will also be required to purchase and maintain our designated point of sale system and management system software. The service provider of this designated point of sale system and management system software will provide you with updates, upgrades and maintenance to remain in compliance with our standards and specifications. The estimated annual cost of any optional or required maintenance, upgrades or support is approximately $1,500 - $2,300, although this cost may increase at any time. We will have independent access to your Studio's sales information and data produced by your system, such as your Studio's client information, client appointments, your Studio's service and product sales information, and employee information and schedules. There are no contractual limitations on our right to access this information and data. In addition to the point-of-sale system and management system software we may require that you install computer systems meeting our standards and specifications. The computer systems would be used to assist you in the operation of your Studio. You are responsible for all costs associated with any computer systems including accessing the Internet. We would have the right to access the information generated by the computer system.

ITEM 12: TERRITORY

Under the Franchise Agreement, we grant to you the right to own, establish and operate a single ICEBOX Studio at a location we approve in writing (the Franchise Location). We also grant to you an Exclusive Territory surrounding the Franchise Location. Your Exclusive Territory will be based upon the area in which you wish to locate your ICEBOX Studio. A standard territory will normally be a 5-mile radius distance surrounding your ICEBOX Studio. In some cases, it may vary and be smaller in accordance with the demographic makeup of your requested territory. In densely populated areas, this may include up to a 10% overlay between two ICEBOX Studios or a significantly reduced territory size of a 1-mile radius. The territory may also be defined by natural barriers, e.g., bridges, rivers, waterways, highways and interstates, which may also make it smaller than a standard territory. The Franchise Location will be identified in Exhibit A to the Franchise Agreement, and the Exclusive Territory will be identified in Exhibit B to the Franchise Agreement. If you have not selected a location for the Franchise Location when you sign the Franchise Agreement, we will leave Exhibits A and B to the Franchise Agreement blank until you select, and we approve in writing, a location for the Franchise Location and the Exclusive Territory. In such case, you will have 120 days after you sign the Franchise Agreement to identify a Franchise Location we approve in writing. If you identify a Franchise Location, we approve in writing during this 120-day period, we will establish a corresponding Exclusive Territory and complete Exhibits A and B to the Franchise Agreement as appropriate. If you fail to identify a Franchise Location, we approve in writing during

this 120-day period, we may refund a portion of your Initial Franchise Fee and terminate your agreement, less our expenses and any commissions paid, services and materials to you, in our sole judgment. This is done in exchange for signing a mutual release, as further described in Item 11.

Once your Exclusive Territory has been identified on Exhibit B to the Franchise Agreement, however, neither we nor our affiliates will operate, or grant franchises to others to operate, an ICEBOX Studio within the Exclusive Territory during the term of the Franchise Agreement, provided you are in full compliance with the Franchise Agreement and in good standing with us, subject to the limitations described below.

We specifically reserve the right, without any compensation to you or any other franchisee and regardless of whether they compete with your studio to: (i) operate, and grant franchises and licenses to others to operate, an ICEBOX Studio at any locations outside the Exclusive Territory, including without limitation locations near the Franchise Location; (ii) operate, and grant franchises and licenses to others to operate, any business of any kind, including without limitation a business selling similar products and services of an ICEBOX Studio, under names, trademarks, service marks, logos and other commercial symbols other than the Marks at any locations outside the Exclusive Territory; (iii) operate, and grant franchises and licenses to others to operate, shop-in-shop locations (placing an ICEBOX Studio within another retail studio, carrying a partial or full service line) at any locations outside the Exclusive Territory.

The license granted to you under the Franchise Agreement is personal in nature, may not be used at any location other than the Franchise Location, and does not include the right to offer or sell products or services identified by the Marks, or any other names, trademarks, service marks, logos or other commercial symbols, at any location other than at the Franchise Location or through any other channels of distribution, including without limitation Internet (or any other existing or future form of electronic commerce) and catalog sales. You may not sub-franchise or sublicense any of your rights under the Franchise Agreement. Your marketing rights are limited to your Exclusive Territory.

Generally, you do not have any options, rights of first refusal or similar rights to acquire additional franchises. However, if we allow you to purchase more than one franchise at the same time for a reduced Initial Franchise Fee, you will have the right to sign a separate franchise agreement for each additional franchise in accordance with the schedule we agree upon. Under all circumstances, you will not receive the right to open and operate an additional franchise unless you establish a separate corporate entity to operate the franchise and sign a separate franchise agreement with us for that franchise.

We reserve the right to approve any proposed relocation of your studio and may base our approval on your satisfaction of the conditions described in Section 2.E of the Franchise Agreement, including without limitation the payment of a relocation fee, obtaining a location acceptable to us, signing our then-current version of franchise agreement, and complying with our notice and opening requirements.

Continuation of your territorial exclusivity within the Exclusive Territory does not depend on you achieving a certain sales volume or market penetration. Provided that you are not in default or in breach of the Franchise Agreement, no circumstances exist that would permit us to modify your territorial rights or exclusivity. If you are in breach of the Franchise Agreement, however, as an alternative to termination, we may allow you to continue to operate your studio, but terminate your territorial rights or exclusivity within the Exclusive Territory.

ITEM 13: TRADEMARKS

We grant to you the non-exclusive right, within your franchised territory, to use our trade name, trademarks and

service marks in the sale and servicing of ICEBOX Cryotherapy franchises.

On March 1, 2016, our affiliate, Blue Cryo, LLC, received the Principal Register of the United States Patent and Trademark Office. The Mark consists of "ICE BOX" written in a wide font in shading, left to right. "CRYOTHERAPY" is written in a wide font below. In between "ICE" and "BOX" is a circular design composed of a waning crescent accented by 2 smaller waxing crescents to form a circle. The SERIAL NO. 86-357,825. We have the exclusive, unlimited license to sell franchises under this mark under a written license Agreement with our affiliate.

On December 10, 2019, our affiliate, Blue Cryo LLC, received the Principal Register of the United States Patent and Trademark Office. The Mark consists of "CRYOTHERMA" written in standard characters without particular font style, size or color. The SERIAL NO. 88-441,277. We have the exclusive, unlimited license to sell franchises under this mark under a written license Agreement with our affiliate.

"CRYOTHERMA"

There is no interference, opposition or cancellation proceedings or any material litigation involving such trademark, service mark, trade name, logotype or commercial symbol to the best of our knowledge.

There are no agreements currently in effect that significantly limit our right to use or license the use of the above-mentioned trademark, service mark, trade name, logotype or other commercial symbol in any manner material to the operation of a franchise.

We are obligated by the Franchise Agreement to defend our trademarks, service marks, trade names, logotypes or other commercial symbols, and we have agreed to protect you against claims of infringement or unfair competition relating to those marks. We will cooperate with you to protect you against trademark, service mark or other copyright infringement. You will assist us in protecting the integrity of the Mark by always placing "tm" or "sm" or "R" next to the above mark, regardless of use.

We are not aware of any infringing uses of our trademarks, service marks, trade names, logotypes or commercial symbols, which could materially interfere with your use of such.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. We claim copyright protection in the Manual and related materials, and advertising and promotional materials, although these materials have not been registered with the United States Copyrights Office. These materials are considered proprietary and confidential, are considered our property, and may be used by you only as provided in the Franchise Agreement.

There currently are no effective determinations of the Copyright Office or any court regarding any of the copyrighted materials. There are no agreements in effect, which significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us, which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights.

You must treat the Operations Manual, any other manuals created for or accepted for use in the operation of the

Franchised Studio, and the information contained in them, as confidential, and you must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, or otherwise make them available to any unauthorized person. The Operations Manual, which is available to you for use, will remain our sole property and must be kept in a secure place at the Studio.

We may revise the contents of the Operations Manual at any time and as we deem necessary or appropriate, and you must comply with each new or changed standard immediately upon notification. You must ensure that the Operations Manual is kept current at all times. In the event of any disputes as to the contents of the Operations Manual, the terms of the master copy maintained by us at our home office will be controlling.

Except as is necessary for the operation of the Franchised Studio and as we approve, you may not, during the term or at any time after the expiration or termination of the Franchise Agreement, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the services, advertising, marketing, designs, plans, or methods of operation of the Franchised Studio or the System. You may disclose to your employees only that confidential, proprietary or trade secret information as is necessary to operate the business and then only while the Franchise Agreement is in effect. Any and all information, or knowledge, including, materials, equipment, marketing, and other data, which we designate as secret or confidential, will be deemed secret and confidential for purposes of the Franchise Agreement.

At our request, you must require your manager, and any personnel having access to any of our confidential information to execute covenants that they will maintain the confidentiality of information they receive in connection with their employment by you at the Franchised Studio. The covenants must be in a form satisfactory to us, including, specific identification of us as a third-party beneficiary of the covenants, with the independent right to enforce them.

We also consider our trade dress (that is, elements of the ICEBOX Cryotherapy method and style of doing business) inherently and uniquely distinctive and protectable under applicable Federal and State law.

ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.

You are obligated to personally and directly supervise the operation of the Studio, unless otherwise permitted in writing by us. You further agree to devote the amount of your time, attention and best efforts to the performance of your duties under the Franchise Agreement that is necessary for the proper and effective operation of the Studio.

The Studio shall at all times be under the direct, on-site supervision of a qualified Studio Manager, or an Assistant Manager who has successfully completed our Initial Certification Experience Program. The Studio Manager shall be someone other than the Franchisee.

You shall inform us in writing as to the identity of the Studio Manager and any successor Studio Managers and Assistant Studio Manager. Your Studio Manager will have day-to-day management responsibility for the Studio, exercise on-premises supervision, and personally participate in the direct operation of the Studio. Each Studio Manager and Assistant Studio Manager must complete to our satisfaction, the Initial Training Program, under the terms and conditions specified in the Franchise Agreement.

Each Studio Manager and Assistant Studio Manager shall be required to sign a Confidentiality Agreement provided by us, and may divulge only Confidential Information necessary to operate the Studio, and only to those

of your employees, agents or independent contractors who need access to it for this purpose. You are obligated to take all necessary precautions to ensure that all your employees retain the Confidential Information in confidence.

If you are a corporation, partnership, limited liability company or other legal entity, each "Principal" (as defined in the Franchise Agreement) owning a 10% or greater interest must sign a personal guarantee agreeing to be bound by and personally liable for the breach of every provision of the Franchise Agreement, including without limitation those relating to payment, confidentiality, non-competition, post- termination and indemnification. A copy of our current form Personal Guarantee, Indemnification and Acknowledgement is attached as Exhibit H to the Franchise Agreement. In addition, you must ensure that all Principals or other individuals with access to our confidential information, including the Operator or any family member of a Principal involved in your ICEBOX Studio, sign confidentiality and non- compete agreements binding them to the obligations described in the Franchise Agreement. A copy of our current form Confidentiality and Non-compete Agreement is attached as Exhibit F to the Franchise Agreement.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require that you offer and sell only those products and services that we have approved. The Operations Manual will specifically set forth the products and services you must provide, and we have the unlimited right to add, delete and change, at any time, the products and services set forth in the Operations Manual. You may not offer any services or products not contained in the Operations Manual in conjunction with your ICEBOX Studio without our prior written consent. In addition, you may not use the premises of the Franchise Location for any purpose other than the operation of an ICEBOX Studio.

You also may not offer for sale any services or products through the Internet (or any other existing or future form of electronic commerce) or other online programming or advertising without our prior written consent. See Item 11.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

OBLIGATION	SECTION IN THE FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Section 3.A	Term is 10 years
b. Renewal or extension of the term	Section 3.B	You may renew for two additional 10- year terms subject to the conditions set forth in the Franchise Agreement.

OBLIGATION	SECTION IN THE FRANCHISE AGREEMENT	SUMMARY
c. Requirements for the franchisee to renew or extend (Note 1)	Section 3.B	You give us written notice of your decision to renew at least 6 months but not more than 12 months before the end of the term; you have complied with all of the material provisions of the Franchise Agreement, including all monetary obligations; you have complied with our then-current training requirements and material operating and quality standards and procedures; you have made reasonable capital expenditures necessary to remodel, modernize and redecorate the studio; you pay us the renewal fee; you sign our then-current version of franchise agreement (which may contain materially different terms and conditions than your original Franchise Agreement, including without limitation higher fees); you sign a general release in a form satisfactory to us; if you lease the Franchise Location, you secure a renewal or extension of the lease for the 10-year renewal term or secure a lease or purchase property for a new location within the Exclusive Territory (any lease subject to our approval).
d. Termination by you	Section 17	For a material breach by us, provided we were given notice of breach and failed to cure the same as set forth in the Franchise Agreement. You may not terminate for any other reason.
e. Termination by us without cause	Sections 16.A, 16.B and 16.F	We have no right to terminate without cause.
f. Termination by us with cause	Sections 16.C and 16.F	We can terminate if you fail to comply with the Franchise Agreement or any mandatory specification, standard or operating procedure we prescribe. We may also terminate your Exclusive Territory or to acquire the assets/machinery of your franchise, upon your breach.
g. "Cause" defined-curable defaults	Section 16.C	You will be provided prior written notice and an opportunity to cure certain defaults within the time frame as set forth in the Franchise Agreement.
h. "Cause" defined- non curable defaults	Sections 16.A and 16.B	You will not have the opportunity to cure certain defaults, which we deem to be of such a level that they cannot be cured or which by their nature are un-curable as set forth in the Franchise Agreement.
i. Your obligations on termination/non-renewal	Section 18	Upon termination or non-renewal you will have numerous obligations to us, including to pay all amounts owed; cease all use of Marks; remove all signs; return to us or destroy all materials containing any Marks; cancel assumed or fictitious name registrations; transfer all telephone numbers and Internet addresses to us; cease use of all copyrighted works; if we do not purchase the franchise, you make such modifications as necessary to avoid confusion; furnish us evidence of compliance with the above; cease use of Confidential Information; return our Operations Manual; and comply with the post- term covenant not to compete.

OBLIGATION	SECTION IN THE FRANCHISE AGREEMENT	SUMMARY
j. Assignment of contract by us	Section 15	No restriction on our right to assign. However, no assignment will be made except to an assignee that, in our good faith and judgment, is willing and able to assume our obligations under the Franchise Agreement.
k. "Transfer" by you – defined	Section 14	Includes transfer of any interest in the Franchise Agreement, the franchisee entity, the franchise or some or all of the assets or ownership interest in the same, all of which must be approved by us and be subject to our right of first refusal.
l. Our approval of transfer by franchisee	Section 14	We have the right to approve all transfers, which shall be subject to the provisions of the Franchise Agreement.
m. Conditions for our approval of transfer	Section 14.D	You must be in full compliance with the Franchise Agreement; transferee meets our criteria, signs our then-current standard franchise agreement (which may provide for different royalties, advertising contributions, technology fee, duration, and other rights and obligations from those in your original Franchise Agreement); you (transferor) execute or deliver other required documents, pay the transfer fee of $5,000 if transferee is an existing ICEBOX franchisee. If the transferee is new to the System, the transfer fee is equal to the then- current initial franchise fee and you comply with other obligations of the Franchise Agreement. This fee is non-negotiable and payable by the new Franchisee.
n. Our right of first refusal to acquire franchisee's business	Section 14.B	We can match any offer for the purchase of your franchise at our option.
o. Our option to purchase your business	Section 18.A (xi)	We have the right to purchase the assets/machinery of the franchise on termination in compliance with the Franchise Agreement or non-renewal for fair market value.
p. Death or disability of franchisee	Section 14.F	Franchise may be assigned by estate to approved transferee in 6 months.
q. Non-competition covenants during the term of the franchise	Section 19.A	No involvement by you in competing business.
r. Non-competition covenants after the franchise is terminated or expires	Section 19.B	No competing business for 3 years within a 10-mile radius of another ICEBOX Studio.

OBLIGATION	SECTION IN THE FRANCHISE AGREEMENT	SUMMARY
s. Modification of the agreement	Sections 10.K and 21.E	No modifications generally, but the Operations Manual is subject to change. Renewal or extension may subject franchisee to additional restrictions.
t. Integration/merger clause	Section 21.E	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable. No terms of the Agreement are intended to disclaim representations made in the disclosure document, attachments or addenda provided to you.
u. Dispute resolution by arbitration or mediation	Section 22 (Note 1)	Except for certain claims, all disputes must be arbitrated in Fulton County, Georgia.
v. Choice of forum	Section 21.F	Must be in Fulton County, Georgia (subject to federal and state law)

Notes:

(1) Under section 23.G of the Franchise Agreement, there is limitation on damages you may receive in a lawsuit against us.

ITEM 18: PUBLIC FIGURES

At this time, we 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/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The following data set forth the performance of three Studios based on information reported to us by our franchisees. The Calendar Year 2021 data includes 3 Studios that were active franchises reporting throughout the entire Calendar Year 2021 (out of 10 Studios that were active franchises as of the end of Calendar Year 2021).

	TOP	MIDDLE	BOTTOM
Gross Sales	$469,708.74	$233,365.35	$174,204.05
Rent/Lease	$84,072.17	$38,917.53	$45,375.72

Additional Third and Fourth Quarter 2021 data includes 3 Studios which opened in 2021 and were active franchises and were reporting on average at least 5 full months through end of Calendar Year 2021 (out of 10 total Studios that were active franchises as of the end of Calendar Year 2021).

	TOP	MIDDLE	BOTTOM
Gross Sales	$164,718.92	$147,133.85	$124,156.90
Rent/Lease	$25,756.41	$20,662.82	$20,768.88

Franchisees should be aware that they might not achieve results as favorable as any of the examples for a variety of reasons including the following:

A. To the extent a franchisee finances the development and construction cost of the location and the furniture, fixtures, and equipment, the figures presented here do not reflect debt service costs.

B. The figures presented herein do not include a salary for Franchisee or its Operating Principal unless they are also the manager.

1. "Gross Revenues" includes the total of all revenues generated from all activities, products or services sold or performed by a franchisee, and by persons other than such franchisee, in connection with such franchisee's business or otherwise at or through its Studio, less sales, use or service taxes actually collected and paid to the appropriate taxing authority. You should refer to Section 6.D. of the Franchise Agreement for a complete understanding of what is included in Gross Revenues. The data included in this Item 19 is based on information reported to us by our franchisees.

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

3. Written Substantiation for the data contained in Item 19 will be made available to you by us upon reasonable request.

Other than in this Item 19, we do not make any additional 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 additional representations either orally or in writing. If you receive any additional financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Blue Cryo Franchise, LLC at 7000 Central Parkway, Suite 1100, Atlanta, GA 30328 (Tel. 404-247-9328), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1 Statewide 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 Outlets	2019	1	1	0
	2020	1	2	+1
	2021	2	10	+8
Company Owned Outlets	2019	2	2	0
	2020	2	2	0
	2021	2	1	-1
Total Outlets	2019	3	3	0
	2020	3	4	+1
	2021	4	11	+7

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2019 to 2021

State	Year	Number of Transfers
GEORGIA	2019	0
	2020	0
	2021	0
Totals	2019	0
	2020	0
	2021	0

Table No. 3

Status of Franchised Outlets
For years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
ARIZONA	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
FLORIDA	2019	0	0	0	0	0	0	0
	2020	0	1	1	0	0	0	0
	2021	0	0	0	0	0	0	0
GEORGIA	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	4	0	0	0	0	5
NEW JERSEY	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
NEVADA	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
TEXAS	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
Totals	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	9	1	0	0	0	10

Table No. 4
Status of Company-Owned Outlets for Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
GEORGIA	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	1	1
Totals	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
	2021	2	0	0	0	1	1

Table No. 5

Projected Openings as of December 31, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year (2022)	Projected New Company-Owned Outlets in the Next Fiscal Year (2022)
ALABAMA	0	0	0
ARIZONA	2	1	0
FLORIDA	1	1	0
GEORGIA	1	1	0
NEW JERSEY	5	0	0
NEVADA	0	0	0
NORTH CAROLINA	3	2	0
OHIO	1	1	0
SOUTH CAROLINA	1	1	0
TENNESSEE	1	0	0
TEXAS	1	1	0
Totals	16	8	0

LIST OF CURRENT FRANCHISEES:

See Exhibit G

LIST OF FORMER FRANCHISEES:

Exhibit G also lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. 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, we have not signed any confidentiality clauses with any current or former franchisees, which would in any way restrict their ability to speak with you openly about their experience with ICEBOX.

There are no trademark specific franchisee organizations associated with the franchise system, nor are there any independent franchisee organizations that have asked to be included in this disclosure document.

ITEM 21: FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit B are our audited balance sheets as of December 31, 2021, December 31, 2020, and December 31, 2019, as well as the related consolidated statements of operations and comprehensive income, and changes in member equity and cash flows for the years then ended. Also included in Exhibit B are unaudited financial statements as of May 31, 2022. With respect to the May 31, 2022 financial statements, THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

ITEM 22: CONTRACTS

This Disclosure Document includes a sample of the following contracts:

Exhibit A- Franchise Agreement (including Exhibits)

Exhibit F- State Addenda (including sample release)

ITEM 23: RECEIPTS

The last 2 pages of this disclosure document are copies of a detachable acknowledgment of receipt. Please sign and return to us our copy of the receipt (Copy for ICEBOX Cryotherapy), and sign and retain for your records your copy of the receipt (Copy for Prospective Franchisee).

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT A

FRANCHISE AGREEMENT

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ICEBOX CRYOTHERAPY

FRANCHISE AGREEMENT

THIS AGREEMENT made and entered into this date of _____, by and between Blue Cryo Franchise, LLC, a Georgia limited liability company, with its principal office at 7000 Central Pkwy, Suite 1100, Atlanta, GA 30328 (hereinafter called the "Franchisor"), and _____ a _____ [corporation/limited liability company], with its principal office at _____ (hereinafter referred to as the "Franchisee").

RECITALS:

WHEREAS, Franchisor has expended time, effort and money to create a business concept under the name of "ICEBOX Cryotherapy".

WHEREAS Franchisor represents and warrants that it is the sole and exclusive franchisor of the ICEBOX Cryotherapy system, for providing the therapeutic benefits of Cold Therapy.

WHEREAS, Franchisor shall grant you access to the System, identified by the mark of ICEBOX Cryotherapy, and other Marks as set forth in this Agreement, for the therapeutic use of cold therapy under the Marks and in accordance with Franchisor's requirements and procedures ("System") at a retail location operating under the name ICEBOX Cryotherapy.

WHEREAS, the characteristics of the System include, without limitation, the Marks, the retail sale of products under the Marks, specialized training, record keeping and reporting, personnel management, purchasing, sales promotion and advertising, and various other methods, procedures, techniques and trade secrets associated with the operation of an ICEBOX Cryotherapy Studio.

WHEREAS, Franchisor shall grant you access to the trade names, service marks and trademarks, associated logos and commercial symbols thereto, and such other trade names, service marks and trademarks as are now designed and may hereinafter be designated by the Franchisor as part of the System, as more particularly discussed in Section 4 of this Agreement ("Mark(s)").

WHEREAS, Franchisor operates and franchises others to operate an ICEBOX Cryotherapy Studio using the System, including the Marks, and you want access to the System to establish and operate an ICEBOX Cryotherapy Studio at a location you select and we approve.

WHEREAS, you acknowledge the System includes confidential and proprietary information that we will give you to use only to establish and operate an ICEBOX Cryotherapy Studio.

WHEREAS, Franchisor has granted, and will continue to grant, access to the System to others to establish and operate an ICEBOX Cryotherapy Studio, which may compete with your ICEBOX Cryotherapy Studio, and Franchisor may sell products through Franchisor's website, which may compete with your ICEBOX Cryotherapy Studio.

WHEREAS, this Agreement grants you the right to own and operate one (1) ICEBOX Cryotherapy Studio, and you are not granted the right to own additional ICEBOX Studios, and you acknowledge we are not obligated to sell you additional franchises or consent to your purchase of existing franchises, unless we decide to allow the same.

WHEREAS, you acknowledge you personally received our Franchise Disclosure Document and its Exhibits, including a form of this Agreement ("Disclosure Document"), at least fourteen (14) calendar days before you executed this Agreement or made any payments to Franchisor or its affiliates in connection with this franchise under this Agreement, and you signed a Receipt for the Disclosure Document; and you represent you carefully reviewed the Disclosure Document and had enough time to

consult with a lawyer, accountant, or other professional advisor, if you wanted, and you understand and agree to be bound by the terms, conditions, and obligations of this Agreement; and you represent you had full opportunity, with the help of a professional advisor if you used one, to ask us and our employees, agents, or representatives, all appropriate questions and we and our employees, agents or representatives answered all of your questions to your satisfaction, except questions on the subject of potential earnings, discussed in the following paragraph, or if you did not use a professional advisor, you represent you had the opportunity to do so and you are satisfied relying on your own education, experience, and skill in evaluating the merits of a franchise offering.

WHEREAS, you acknowledge no employee, agent, or representative of ours, made any oral, written or visual representation or projection to you of actual or potential sales, earnings, or net or gross profits, and you also acknowledge no employee, agent, or representative of ours, has made any statements that are contrary to, or different from, the information in the Disclosure Document, including but not limited to any statements about advertising, sales, marketing, support, market penetration, training, business locations, support services and assistance, or the costs to establish or operate an ICEBOX Cryotherapy Studio, and you acknowledge that you are not relying on any oral or written statements made by the Franchisor or any employee, agent, or representative of Franchisor, other than as provided to you in the Disclosure Document.

WHEREAS, you acknowledge you personally received and accurately completed our Application for a Franchise ("Franchise Application"), and that we have relied on all of your representations on the Franchise Application to decide whether or not to allow you to become an ICEBOX Cryotherapy franchisee.

WHEREAS, you represent you understand the risks of owning a business and specifically the risks of owning an ICEBOX retail Studio, and you are able to bear such risks; and you acknowledge the success of your Studio will depend primarily on your own efforts and abilities and those of your employees; and you also acknowledge other factors beyond our or your control will affect your ICEBOX Studio's success, including, but not limited to, competition, demographic patterns, consumer trends, interest rates, economic conditions, government policies, weather, local laws, rules and regulations, legal claims, inflation, labor costs, lease terms, market conditions, and other conditions which may be difficult to anticipate, assess, or even identify; and you recognize that ICEBOX Cryotherapy Studios, like other businesses, can fail in business.

WHEREAS, you acknowledge that you must operate your ICEBOX Cryotherapy Studio in compliance with all applicable local, state and federal laws unique to the System; and you further acknowledge that you have reviewed and understand the laws and regulations applicable to your Exclusive Territory (as defined hereafter), and that you will comply with all such laws and regulations in the operation of your ICEBOX Cryotherapy Studio.

WHEREAS, YOU UNDERSTAND AND ACKNOWLEDGE ALL DISPUTES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WILL BE ARBITRATED IN GEORGIA, AS SET FORTH HEREAFTER, IF NOT OTHERWISE RESOLVED.

AGREEMENT

SECTION 1- GRANT OF FRANCHISE

Franchisor grants to Franchisee a non-exclusive license and franchise to operate one (1) ICEBOX Cryotherapy Studio under the System, including use of the Marks, at the location set forth in Section 2, pursuant to the terms and conditions set forth in this Agreement. All references hereafter to "ICEBOX Studio" shall mean your ICEBOX Cryotherapy Studio at the location set forth in Section 2, unless the context or modifying letters or words indicate otherwise.

SECTION 2 - FRANCHISE LOCATION; DEVELOPMENT; TERRITORIAL RIGHTS.

A. Location. Franchisee may operate one (1) ICEBOX Studio only at the location as set forth on Exhibit A attached hereto and incorporated herein by reference ("Franchise Location"). Notwithstanding anything to the contrary in this Agreement, in the event Franchisee has not selected the Franchise Location prior to the execution of this Agreement, then Exhibit A may be left blank until such time as Franchisee selects, and Franchisor approves in writing, a location, which shall occur not more than one hundred twenty (120) days after the execution of this Agreement. Failure of Franchisee to identify a location acceptable to Franchisor within one hundred twenty (120) days of the execution of this Agreement will result in a breach hereunder pursuant to Section 16.B.i. Franchisor shall provide Franchisee with its approval or disapproval of a location not more than thirty (30) days after information on the proposed location has been provided to Franchisor.

B. Approval. Contemporaneous with or prior to entering into this Agreement, Franchisee shall (except as provided above):

i. obtain written approval from Franchisor approving of the Franchise Location within the Exclusive Territory (as defined hereafter); and

ii. purchase the property, enter into an agreement regarding the property, or execute a lease at or for the Franchise Location, which shall be for a total term (including renewals) of not less than five (5) years and shall be approved by the Franchisor in all material respects; and

iii. obtain any and all required state and local, licenses, permits, variances and certificates necessary for the operation of an ICEBOX Studio at the Franchise Location.

C. Development. Franchisee recognizes that it is essential to the integrity of the System that as great a degree of uniformity as possible be maintained among all ICEBOX Studios. Therefore, Franchisee agrees that:

i. The ICEBOX Studio at the Franchise Location will be developed and equipped under the guidelines of the Franchisor, and it will meet all specifications set forth in the ICEBOX Cryotherapy Operations Manual and all other manuals and information provided to Franchisee regarding the System and the operation of an ICEBOX Studio ("Operations Manual"), electronic access of which shall be provided to Franchisee, with respect to requirements, specifications and obligations of Franchisee for its ICEBOX Studio; and

ii. no material alteration or addition will be made thereafter to the ICEBOX Studio at the Franchise Location without Franchisor's prior written consent; and

iii. any and all signs, emblems, logos, lettering and marketing and promotional material for the ICEBOX Studio at the Franchise Location shall be created and maintained in such manner and form as Franchisor requires.

D. Territorial Rights. The Franchisee shall receive an Exclusive territory for an ICEBOX Studio as more particularly set forth on the attached Exhibit B incorporated herein ("Exclusive Territory"). A standard territory will normally be a 5-mile driving distance surrounding your ICEBOX Studio. In some cases, it may vary and be smaller in accordance with the demographic makeup of your requested territory. In densely populated areas, this may include up to a 10% overlay between two ICEBOX Studios or a significantly reduced territory size of a 1-mile radius. The territory may also be defined by natural barriers, e.g., bridges, rivers, waterways, highways and interstates, which may also make it smaller than a standard territory. Except as described below, during the Term of this Agreement (as defined hereafter), Franchisor will not operate or franchise others to operate an ICEBOX Studio within

the Exclusive Territory ("Territorial Rights"). Franchisee recognizes that the Territorial Rights granted to Franchisee under this Agreement are personal in nature, and only relate to the specific Franchise Location set forth in this Section. Franchisee recognizes that the Territorial Rights granted to Franchisee shall continue only for the term of this Agreement and only if Franchisee is in full compliance with this Agreement and in good standing with Franchisor. Franchisor specifically reserves the right, without any compensation to Franchisee or any other franchisee and regardless of whether they compete with Franchisee's ICEBOX Studio to: (i) operate, and grant franchises and licenses to others to operate, ICEBOX Studios at any locations outside the Exclusive Territory, including without limitation locations near the Franchise Location; (ii) operate, and grant franchises and licenses to others to operate, any business of any kind, including without limitation a business selling similar products and services as an ICEBOX Studio, under names, trademarks, service marks, logos and other commercial symbols other than the Marks at any locations outside the Exclusive Territory; (iii) operate, and grant franchises and licenses to others to operate, shop-in-shop locations (placing an ICEBOX Studio within another retail store, providing a partial or full service line) at any locations outside the Exclusive Territory; (iv) sell, and grant others the right to sell, services (including without limitation services that are the same or similar to those sold from ICEBOX Studios) using the Marks or names, trademarks, service marks, logos and other commercial symbols other than the Marks through Internet and catalog sales, to consumers within and outside of the Exclusive Territory. All of these activities may compete with Franchisee in the Exclusive Territory; however, the Territorial Rights shall not apply to any such arrangements by Franchisor.

E. Relocation. Franchisee may not relocate the ICEBOX Studio from the Franchise Location without Franchisor's prior written consent. If Franchisor allows Franchisee to relocate the ICEBOX Studio under this Section, Franchisor may charge Franchisee a reasonable fee for any relocation services Franchisor provides in reviewing and approving an acceptable "new" site for an ICEBOX Studio, and Franchisee will be required to execute the then-current version of the franchise agreement under the same terms and conditions that Franchisor is then offering franchises, irrespective of the terms and conditions of this Agreement, except that Franchisee shall not be required to pay the Initial Franchise Fee there under. Franchisor will not unreasonably withhold its consent to a proposed relocation, provided Franchisee is in full compliance with this Agreement and the System, Franchisor has received at least thirty (30) days written notice prior to the closing of the ICEBOX Studio at the Franchise Location, Franchisee has obtained a site acceptable to Franchisor, Franchisee agrees to open the "new" franchise location for the ICEBOX Studio within thirty (30) days after Franchisee closes the existing Franchise Location, and Franchisee otherwise complies with any other conditions that Franchisor may reasonably require. If Franchisee must relocate the ICEBOX Studio because the ICEBOX Studio at the Franchise Location was destroyed, condemned or otherwise became un-tenantable by fire, flood or other casualty, Franchisee shall reopen the ICEBOX Studio at a "new" franchise location in the Exclusive Territory within three (3) months after the ICEBOX Studio discontinued operation at the existing Franchise Location.

SECTION 3 - TERM; RENEWAL.

A. Term. The term of this Agreement will be for ten (10) years commencing on the date of this Agreement.

B. Renewal. Franchisee will have the right to renew this Agreement for the Franchise Location for an additional two (2) ten (10) year terms, provided Franchisee meets the following conditions:

i. Franchisee provides Franchisor written notice at least six (6) months (but no more than twelve (12) months) before the end of the term of this Agreement of its intention to renew; and

ii. Franchisee has complied with all of the material provisions of this Agreement, including the payment of all monetary obligations Franchisee owes to Franchisor, and has complied with Franchisor's then-current training requirements and material operating and quality

standards and procedures; and

iii. Franchisee has at its expense made such reasonable capital expenditures necessary to remodel, modernize and redecorate its ICEBOX Studio so that Franchisee's business reflects the then-current physical appearance of new ICEBOX Studio's; and

iv. Franchisee has paid the Renewal Fee (as defined hereafter) in conjunction with Franchisees submission of the notice of renewal hereunder; and

v. Franchisee executes the then-current version of the franchise agreement under the same terms and conditions that Franchisor is then offering franchises, irrespective of the terms and conditions of this Agreement, except that Franchisee shall not be required to pay the Initial Franchise Fee there under. Franchisee shall also sign a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its officers, directors, shareholders and employees, in their corporate and individual capacities; and

vi. If the Franchise Location is leased by Franchisee, Franchisee shall secure a renewal or extension of the lease for the Franchise Location or shall secure a lease or purchase property for a new location within the Exclusive Territory acceptable to Franchisor. In the event Franchisee leases at the Franchise Location, the lease shall be for a term of not less than five (5) years and shall be approved by the Franchisor in all material respects.

SECTION 4 - MARKS.

A. License Granted to Franchisee. As further described in the first Recital and in Section 4.B below, Franchisor has the exclusive right in the United States to the Marks, including the trade names, service marks and trademarks, ICEBOX Cryotherapy stylized design, associated logos and commercial symbols thereto, and any and all improvements made to the Marks, and such other trade names, service marks and trademarks as are now designed and may hereinafter be designated by the Franchisor as part of the System, which rights of the Franchisor include the right to license the Marks to Franchisee hereunder. Franchisor does hereby license to Franchisee the right to use the Marks as more particularly set forth in the Operations Manual, provided that Franchisee shall remain in good standing under this Agreement.

B. Use. Franchisee's right to use and identify with the Marks and System applies only to the operation of an ICEBOX Studio at the Franchise Location, and exists concurrently with the term of this Agreement and only so long as Franchisee is in complete compliance with this Agreement and Franchisor's quality standards. Franchisee will have the right to use the Marks and System only in the manner Franchisor directs and approves in writing. Franchisee will not have or acquire any rights in any of the Marks or System other than the right of use as governed by this Agreement. If, in the judgment of Franchisor, Franchisee's acts infringe upon or harm the goodwill, standards of uniformity or quality, or business standing associated with the Marks and System, Franchisee will immediately, upon written notice from Franchisor, modify its use of the Marks and System in the manner Franchisor directs in writing. Franchisee will not during or after the term of this Agreement do anything directly or indirectly which would infringe upon, harm, mislead or contest Franchisor's rights in the Marks or System.

C. Promotion. Franchisee will operate the ICEBOX Studio so that it is clearly identified and advertised as an ICEBOX Studio. The style, form and use of the words ICEBOX Cryotherapy and use of the other Marks if expressly permitted by Franchisor, in any advertising, written materials or supplies must, however, have Franchisor's prior written approval, which approval will not be unreasonably withheld. Franchisee will use the name "ICEBOX Cryotherapy" on all paper supplies, business cards, letterhead, uniforms, advertising materials, signs or other articles in the identical combination and manner as Franchisor may require in writing and as more particularly set forth in the Operations Manual. Franchisee will comply with all trademarks, trade name, service mark and copyright notice marking requirements to ensure the protection of the Marks.

D. Identity. Franchisee will not use the words "ICEBOX Cryotherapy" or any combination thereof in its corporate or partnership name. If required by applicable law, Franchisee agrees to join with Franchisor in any application to enter Franchisee as a registered or permitted user of the Marks with any appropriate government agency or entity. When this Agreement terminates or expires, Franchisor may immediately apply to cancel Franchisee's status as a registered or permitted user and Franchisee will consent in writing to such cancellation. Franchisee will bear the expense of any of the foregoing recording activities. Franchisee will clearly indicate on its business checks, purchase orders, business cards, receipts, promotional materials and other written materials as Franchisor directs that Franchisee is the owner of an ICEBOX Studio and that Franchisee is an independently owned and operated ICEBOX franchisee. Franchisee will display a sign that is clearly visible to the general public indicating that the store is an independently owned and operated franchise.

E. Substitutions. If any third- party claims that its rights to use any of the Marks are superior, and if Franchisor determines that such claim is legally meritorious, Franchisee will, upon receiving written notice from the Franchisor, immediately use such changes and amendments to the Marks as Franchisor may require. Under no other circumstances may Franchisee make any changes or amendments in or to the use of the Marks and System, unless so directed by Franchisor in writing.

F. Litigation. Franchisee will immediately notify Franchisor of any claims or complaints made against Franchisee respecting the Marks for imitation, infringement, any claim of prior use, or for any other allegation. Franchisee will cooperate in all respects with Franchisor in any court or other proceedings involving the Marks. Franchisor will pay the cost and expense of all litigation Franchisor incurs, including its attorneys' fees, specifically relating to the Marks and indemnify Franchisee from all claims arising from Franchisee's proper use of the Marks. Franchisor and its legal counsel will have the right to control and conduct any litigation or settlement relating to the Marks.

SECTION 5 - INITIAL FRANCHISE FEE; RENEWAL FEE.

A. Initial Franchise Fee. Franchisee shall pay in full to Franchisor, upon execution of this Agreement, an initial franchise fee in the amount of FORTY-FIVE THOUSAND DOLLARS ($45,000.00) ("Initial Franchise Fee"). For franchisees in California, this fee is due when the Franchisor has completed all of its pre-opening obligations and the Franchisee is ready to open the franchised business

B. Initial Franchise Fee, Multi Unit Locations. If Franchisee has been approved to open multiple locations at the same time or within an agreed upon development period, each corporate entity shall have the same Principals and sign a separate Franchise Agreement for each ICEBOX Studio location. In addition, Franchisee will execute a Multi-Unit Agreement, and pay the required $45,000 for the first unit and a 25% deposit for the agreed upon additional units. The remaining 75% of the additional units will be paid each time a Franchise Agreement is signed for each additional location. If you do not sign a Multi-Unit Agreement, for your second or a subsequent franchise for an ICEBOX Studio, we will reduce the Initial Franchise Fee to 85% of our then- current initial franchise fee. To qualify for a reduced initial franchise fee, Franchisee must pay the entire initial franchise fee prior to receiving access to the ICEBOX System or Operations Manual and demonstrate to Franchisor's sole satisfaction that Franchisee has the ability to successfully operate multiple ICEBOX Studios. In the event Franchisee chooses to acquire and open multiple ICEBOX Studio locations upon the execution of this Agreement, Franchisor and Franchisee will agree upon a separate development and opening schedule for each of the locations, depending upon the designated territory for each of the locations.

C. Renewal Fee. In the event Franchisee desires to exercise its right to renew, Franchisee shall pay in full to Franchisor, upon notice of renewal of this Agreement, a renewal fee in the amount of TEN THOUSAND DOLLARS AND 00/100 ($10,000.00) or twenty-five percent (25%), of the then-

current Initial Franchise Fee, whichever is greater ("Renewal Fee"). The Renewal Fee shall be provided to Franchisor along with written notice of Franchisee's intent to renew in accordance with Section 3 of this Agreement.

D. Non-refundable. Franchisee recognizes that the Initial Franchise Fee and Renewal Fee will not be refunded in whole or in part for any reason whatsoever and are earned upon receipt by Franchisor.

SECTION 6 - CONTINUING ROYALTY/ADVERTISING FEE; OTHER FEES PAYABLE TO FRANCHISOR.

1. Continuing Royalty Fee. Franchisee shall pay to Franchisor, for the term of this Agreement, a continuing royalty of 7%, for Gross Monthly Sales.

The Continuing Royalty Fee shall be due on the fifth (5^{th}) day of each month for the prior month sales and will be paid from Franchisee's checking account or any other method Franchisor chooses.

2. Advertising Fund and Fees. Franchisee agrees to pay Franchisor, for the term of this Agreement, a continuing Advertising Fund Fee of 1.5%, for Gross Monthly Sales.

The Continuing Royalty Fee shall be due on the fifth (5^{th}) day of each month for the prior month sales and will be paid from Franchisee's checking account or any other method Franchisor chooses.

3. Technology Fee. Franchisee agrees to pay Franchisor, for the term of this agreement, a monthly technology fee. Current fee is $350.00, however, is subject to adjustment from time to time, upon notification and as provided by the Confidential Operations Manual, at the discretion of the Franchisor.

The Technology Fee shall be due on the fifth (5^{th}) day of each month and will be paid from the Franchisee's checking account or any other method Franchisor chooses.

4. Gross Sales. "Gross Sales" means the entire amount of the actual sales price, whether for cash, credit or otherwise, of all sales of goods and services by Franchisee at the Franchise Location and all other receipts whosoever from all business conducted upon or originating from the Franchise Location, including sales from but not limited to, sales on the store premises, all "outside" sales, the proceeds from any business interruption insurance received with respect to the Franchise Location, sales of goods or services where the orders originate in, at or from the premises for the Franchise Location whether the delivery or performance is made from the premises or from some other place, and including the value of any complimentary products provided at the Franchise Location at less than normal prices, calculated in accordance with the then-current prices for such products. Gross Sales shall not include any sums collected by Franchisee for any duly constituted governmental authority and paid out by Franchisee to such authority on account of state sales taxes, or other like taxes imposed upon Franchisee's sale of goods or services. Gross Sales shall not include any Franchisor-approved coupons or discounts, or such other similar reductions, purchase refunds, or store credit. Franchisee agrees to institute and install any such equipment or procedures at the Franchise Location as required by Franchisor to accurately track and calculate Gross Sales.

5. Other Fees Payable to Franchisor. Franchisee shall pay to Franchisor, the following fees as incurred throughout the term of this Agreement:

i. Franchisee shall pay Franchisor the actual cost for Franchisor's personnel to provide additional initial training to Franchisee beyond the initial six (6) day training provided by Franchisor under Section 9 of this Agreement, which amount shall be payable in advance of the date set for the additional training; and

ii. Franchisee shall pay Franchisor the costs for Franchisor's personnel or consultants to undertake any services in setting up the Franchise Location, which may include the preparation of construction and architectural plans for the Franchise Location, site selection assistance, site development and construction management services, actual on-site construction, licensing and permits, and the development and implementation of in-store design and signage package, software and computerized systems for the operation of the Franchise Location; and

iii. Franchisee shall pay Franchisor the actual cost for Franchisor's personnel to undertake any inspection or audit as deemed necessary by Franchisor, if Franchisee fails to provide Franchisor with all reports required under this Agreement or the Operations Manual or if the results of such audit indicate that Franchisee has understated Gross Sales by three percent (3%) or more or has purchased products other than from Approved Suppliers by more than three percent (3%) of what is allowed, which amount shall be payable within fifteen (15) days of completion of the inspection or audit; and

iv. Franchisee shall pay Franchisor a late report fee in the amount of FIFTY DOLLARS ($50.00) for the first occurrence, and ONE HUNDRED DOLLARS ($100.00) for each subsequent occurrence, for the failure of Franchisee to timely provide Franchisor with any report required hereunder or under the Operations Manual, which report was not provided to Franchisor within five (5) days after said report shall be due; and

v. Franchisee shall pay Franchisor a late invoice payment fee in the amount of FIFTY DOLLARS ($50.00) for the first occurrence and ONE HUNDRED DOLLARS ($100.00) for each subsequent occurrence.

vi. Franchisee shall pay Franchisor the actual cost for Franchisor's personnel to undertake any inspection, testing or review of a product or supplier requested by Franchisee not currently an Approved Product or Approved Supplier for the System, which amount shall be payable within fifteen (15) days of completion of the inspection, testing or review; and

vii. Franchisee shall pay Franchisor or an approved vendor for the actual cost of an in-store design and signage package, in such types and amounts as determined between Franchisor and Franchisee, which amount shall be payable prior to the opening of an ICEBOX Studio at the Franchise Location; and

viii. Franchisee shall pay Franchisor, or its designated supplier(s), for all products within 15 days of the invoice date (or date of receiving invoice if mailed), with a fee of $50.00 to be levied for the first occurrence of a late payment, and $100.00 for each subsequent occurrence and with an additional fee to be paid to Franchisor equal to 1% of the total invoice for each 30 days that the invoice is late.

6. Other Fees to Payable to Vendors. Franchisee shall pay to other vendors the following fees as incurred throughout the term of this Agreement:

i. Franchisee shall pay a monthly fee for use of Franchisor's required software and technology as more particularly set forth in the Operations Manual; and

ii. Franchisee shall pay a monthly fee for use of Franchisor's required credit/gift card processing firm, which amount shall be payable directly to the service provider based on the agreement with the service provider; and

iii. Franchisee may pay a monthly fee for use of a payroll services provider, which amount shall be payable directly to the services provider based on the agreement with the services

provider; and

iv. Franchisee shall pay all costs and fees for any other or substitute venders as required by the Operations Manual, which amounts shall be negotiated and agreed upon between Franchisee and that vender.

SECTION 7 - LOCAL ADVERTISING.

1. Local Advertising: Franchisee will spend not less than 5% of Gross Monthly Sales per month, on digital advertising and promotional activities during each calendar year in Franchisee's Exclusive Territory, in such types as approved by Franchisor or as set forth in the Operations Manual. Franchisor encourages you, however, to spend additional amounts on local advertising and promotional activities beyond the minimum amounts required under this Agreement. Franchisee's local advertising expenditures will include advertising, merchandising, sales promotion, social media and other forms of advertising at the local level. By January 31 each year, Franchisee will provide Franchisor with an accounting of the monies that it spent and documentation of the local advertising and promotional activities it executed during the preceding calendar year. If Franchisee fails to spend the required minimum amount during any calendar year on approved local advertising and promotional activities, Franchisee must pay Franchisor the difference between what Franchisee should have spent on approved local advertising and promotional activities during that year, and what Franchisee actually spent on those items during that year. Franchisor will deposit that amount in the Advertising Fund.

2. Telephone Directory Advertising. Franchisee will, at its expense, maintain at least one (1) VoIP telephone number, which will be advertised in the Exclusive Territory in which the ICEBOX Studio is located.

3. Approved Advertising Materials. Franchisee will use only approved advertising and promotional materials for Franchisee's local advertising. If Franchisee desires to use any unapproved advertising or promotional materials bearing the name ICEBOX Cryotherapy or other Marks, or any part thereof, Franchisee must obtain prior written approval from Franchisor before using any such materials. Any advertising or promotional materials not approved by Franchisor within seven (7) days will be deemed to be unapproved.

4. Participation in Certain Programs and Promotions. Franchisee will promote and advertise The ICEBOX Studio and will participate in all advertising and promotional programs Franchisor establishes in the manner Franchisor directs as set forth in the Operations Manual or otherwise in writing. Franchisee also will honor all coupons, discounts, gift certificates and other promotional programs developed by Franchisor as Franchisor may reasonably undertake in, which may or may not be set forth in the Operations Manual. In addition, Franchisor has the right to form, approve the franchisee formation of, change, dissolve or merge local or regional advertising cooperatives, and to establish the rules under which these cooperatives will operate. Franchisee must participate in and contribute to any local or regional advertising cooperative Franchisor forms or approves in the area where the Franchisee's ICEBOX Studio is located.

5. Grand Opening Advertising. Grand Opening Advertising shall be coordinated with, and approved by Franchisor, and said advertising shall occur not more than ninety (60) days before, and not more than ninety (30) to sixty (60) days after, the first day Franchisee begins doing business at the ICEBOX Studio at the Franchise Location. Franchisee shall spend not less than NINE THOUSAND DOLLARS ($9,000.00) and could be more, on advertising and social media/influencer training, designated by the Franchisor to promote the Grand Opening. Franchisee's minimum expenditure on Grand Opening advertising is in addition to the Advertising Fee and other local advertising requirements described in this Section.

6. Internet Advertising. Franchisee may use all electronic media, including the Internet, in the operation of the ICEBOX Studio for marketing and advertising purposes only. Franchisee will be

listed on the location page of the ICEBOX Cryotherapy website and will be given an email address with the above-mentioned domain name. Franchisor prohibits Franchisee from creating additional ICEBOX websites or use of "ICEBOX Cryotherapy" in whole or in part in any form in a domain name or website.

SECTION 8 - PAYMENT OF CONTINUING ROYALTY FEE AND ADVERTISNG FEE.

Franchisee shall promptly execute and deliver to Franchisor appropriate pre-authorized check forms (or such other instruments or drafts that Franchisor's bank requires) payable against Franchisee's bank account, so that Franchisor may electronically collect (draft on Franchisee's account by electronic withdrawal) the Continuing Royalty Fee, and all other fees due under this Agreement. Franchisee shall execute an authorization agreement permitting Franchisee's depository bank to accept direct debit wiring instructions from Franchisor for payment of the aforementioned fees, a copy of which is attached hereto as Exhibit D ("Direct Debit Authorization Agreement for Pre-arranged Payments"). These amounts will be withdrawn by Franchisor on the day they are due (or the next business day following a holiday or weekend). In the event there are insufficient funds to pay these fees, any unpaid Continuing Royalty Fee, Advertising Fee or other amounts past due and owing to Franchisor will bear interest at the rate of one hundred fifty percent (150%) of Prime Rate per annum as published by the Wall Street Journal or the maximum rate permitted by law, whichever is less, and Franchisee shall be deemed to be in breach of this Agreement. Franchisee may also be subject to any late payment fees as described in Section 6.D.iv. above. Franchisee will pay Franchisor for any and all costs Franchisor incurs, including reasonable attorneys" fees, in collecting any unpaid and past due Continuing Royalty Fees, Advertising Fees or other amounts due hereunder.

SECTION 9 - FRANCHISOR OBLIGATIONS.

1. Location. Franchisor shall provide Franchisee with assistance respecting site location and evaluation. Franchisee acknowledges that Franchisor's assistance in site location and acceptance of the premises does not constitute a representation or guaranty by Franchisor that the location will be a successful location for the ICEBOX Studio.

2. Site Plans; Equipment; Supplies and Inventory. Franchisor will review Franchisee's site plans. Franchisor also will designate and, in some cases, supply the standard fixtures, furniture, equipment, supplies, signs, initial inventory and marketing materials that Franchisor approves for the ICEBOX Studio as meeting its specifications and standards, including without limitation specifications and standards for quality, design, warranties, appearance, function and performance. Franchisee shall pay Franchisor the fee required under Section 6.D.ii. of this Agreement for this service.

3. Initial Training. Franchisor will provide Franchisee and any approved employees with a three (3)-day initial training program at Franchisor's Corporate Headquarters in Atlanta, Georgia, or some other location Franchisor designates, all not more than sixty (60) days before, but not less than ten (10) days before, the first day Franchisee begins doing business at the Franchise Location. Franchisor shall also provide Franchisee and any approved employees with a three (3)- day on-site training program at the Franchise Location, immediately before Franchisee's grand opening. Franchisor periodically offers training and will work with Franchisee to schedule the initial training program and on-site training program as close the desired commencement date as possible. Franchisor has the right, however, to determine when all training takes place. Franchisor will not charge Franchisee an additional fee for Franchisee and any of its employees to attend the initial three (3)-day training program or three (3)-day on-site training, although Franchisee is responsible for all travel costs, lodging, food, wages and benefits and other costs Franchisee and its employees incur in attending the training. Once Franchisor provides the initial training program to you and any of your approved employees, Franchisor may charge Franchisee a fee for any additional individuals who subsequently desire to attend its initial training program.

4. Operations Manual. Franchisor will loan Franchisee one electronic copy of the Operations Manual for the ICEBOX Studio. The Operations Manual will describe its mandatory and

suggested operational policies, standards, requirements, practices and all other specifications for an ICEBOX Studio as discussed in this Agreement. Franchisee shall comply with all mandatory provisions of the Operations Manual, and Franchisor reserves the right to supplement, amend and revise the Operations Manual at any time, and shall promptly notify Franchisee of the same, which Franchisee shall ensure compliance with at its ICEBOX Studio. Franchisee shall receive access to the Operations Manual at or prior to Franchisee's initial three (3) day training.

5. Additional Training. Franchisor shall periodically provide additional and optional training for Franchisee during the term of this Agreement. Additionally, Franchisor may require Franchisee, its supervising manager or any other employee of the ICEBOX Studio to attend and complete to Franchisor's satisfaction such additional training as Franchisor may so designate. Franchisee shall pay Franchisor the fee required under Section 9 of this Agreement for this training, and Franchisee will pay all transportation costs, food, lodging, wages, and similar costs Franchisee and its employees incur in attending such training. If Franchisor decides to hold an annual ICEBOX Cryotherapy partner (franchisee) meeting it will be required to have at minimum, one senior member of the Franchisee's organization. It will generally be held in Atlanta, Georgia, but a different location within the United States periodically may be chosen. Additionally, attendance at special training periodically may be required, but not more than once a year. The location for any such special training will likely be Atlanta, Georgia. However, it may be located elsewhere in the U.S.

6. Ongoing Assistance. During the operation of the ICEBOX Studio, Franchisor may (in addition to other rights of Franchisor within this Agreement):

1. inspect the ICEBOX Studio as often as Franchisor deems necessary and provide written reports to Franchisee on operations which Franchisee shall promptly adhere to within reasonable time limits; and

2. Provide, upon the written request of Franchisee, advisory services in person, by telephone or email pertaining the operation of the ICEBOX Studio; and

3. make available to Franchisee all changes, improvements and additions to the System, which Franchisee shall promptly adhere to within reasonable time limits; and

4. provide Franchisee with all supplements and modifications to the Operations Manual, which Franchisee shall promptly adhere to within reasonable time limits; and

5. develop advertising materials, which shall be used by Franchisee; and

6. make any other changes to the System, Marks, Operations Manual, or other material aspect related to the operation of an ICEBOX Studio.

SECTION 10 - OPERATING REQUIREMENTS FOR AN ICEBOX CRYOTHERAPY STUDIO.

The Marks and System licensed to Franchisee represent valuable goodwill distinctive of Franchisor's business and reputation. Franchisor will periodically develop uniform standards of quality and service regarding the business operations of the ICEBOX Studio so as to protect (for the benefit of all franchisees and Franchisor) the distinction, valuable goodwill and uniformity represented and symbolized by the Marks and System. To ensure that all franchisees will maintain the uniform requirements and quality standards for goods and services associated with an ICEBOX Studio and with the Marks and System, Franchisee shall maintain the uniformity and quality standards Franchisor reasonably requires for all goods and services, as set forth in the operations Manual and the following subsections of this Section.

(1) Managerial Responsibility. During the term of this Agreement, the individual who has signed this Agreement on behalf of the legal entity must personally manage and operate, or designate one of the individual's immediate family members or another Principal of Franchisee (as defined by subsection N of this Section) whose primary responsibility will be to personally manage and operate the ICEBOX Studio ("Operator"). The proposed Operator must be approved in advance by Franchisor and must demonstrate, to Franchisor's satisfaction that he/she satisfies Franchisor's managerial and business standards, and has the aptitude and ability to operate and supervise the ICEBOX Studio. The Operator must successfully participate in Franchisor's training programs.

(2) Pre-Opening Requirements. Franchisee will provide Franchisor with at least thirty (30) days prior written notice of the proposed date on which Franchisee intends to commence business at the ICEBOX Studio. Franchisor will ensure at least one representative of Franchisor is available for opening assistance and to help ensure Franchisee's compliance with all pre-opening requirements. Franchisee must comply with all of Franchisor's pre-opening requirements stated in this Agreement and in the Operations Manual. Franchisee may not open the ICEBOX Studio until:

(1) Franchisor has confirmed that the ICEBOX Studio, as completed, fully complies with Franchisor's specifications; and

(2) Franchisee provides evidence that it has insurance, adequate staffing, any required licensing or certificates, to commence business at the ICEBOX Studio; and

(3) All initial training for Franchisee and its Operator, managers and other employees has been completed to Franchisor's satisfaction; and

(4) Franchisee has complied with all other requirements described in this Agreement, the Operations Manual, or as otherwise provided in writing by Franchisor; and

(5) Franchisee will not commence business at the ICEBOX Studio unless Franchisor or a representative, agent or employee of Franchisor is present or has given written approval.

(6) Products and Services. In an effort to maintain quality, consistency and uniformity among all the ICEBOX Studios with respect to the various services and products available at the ICEBOX Studios, Franchisor created the Operations Manual to which all ICEBOX Studios must adhere. Franchisee will offer for sale all services and products Franchisor requires as set forth in the Operations Manual, and Franchisee may provide no other services and products unless Franchisor approves of the same in writing. Franchisor periodically may revise the Operations Manual regarding products and services that Franchisee shall offer at the ICEBOX Studio. Franchisee will only offer services and products to Franchisee's customers at the Franchise Location and will not sell any services or products at any other location without Franchisor's prior written consent.

(7) Approved Products and Suppliers. Franchisor has developed and will continue to develop standards and specifications for products, equipment, materials and supplies used in ICEBOX Studios, and have the right to designate the specific brand of these items ("Approved Products"). Franchisor also has designated and approved, and will review and continue to designate and approve, manufacturers, suppliers and distributors of the Approved Products that meet Franchisor's standards and requirements, including without limitation those relating to quality, quantity, prices, volume, capability, and other criteria ("Approved Suppliers"). Franchisee agrees to adhere to these standards and requirements, and to purchase only those Approved Products from Approved Suppliers, as Franchisor prescribes in the Operations Manual or otherwise in writing. Franchisor has the right to designate a single source or sources from whom Franchisee must purchase certain Approved Products and other products and services, and Franchisor and/or its affiliates may be that single source (if Franchisor only designates a single source) or one or more of the sources (if Franchisor designates more than a single source). For certain Approved Products and other products and services, Franchisor, an affiliate or a third-party manufacturer, supplier or distributor may be the only approved supplier even though Franchisor has not

designated a single source of supply for those items. Franchisor periodically may modify the Approved Products or Approved Suppliers, and Franchisee agrees to comply with such modifications upon written notice from Franchisor. All products, services, materials and other items and supplies used in the operation of an ICEBOX Studio that are not Approved Products must conform to any specifications and standards Franchisor periodically establishes. Franchisor advises Franchisee that Franchisor may receive a fee or other consideration from suppliers or manufacturers of various products respecting sales of products to Franchisee. Franchisee agrees that Franchisor is entitled to such consideration and that the negotiation and determination of the amount of such consideration is within Franchisor's sole discretion.

If Franchisor has not designated the brand or the supplier or source of any of the Approved Products, or other products, services or suppliers used in the operation of an ICEBOX Studio Franchisee may request that Franchisor approve an alternative to that item, or an alternative supplier or source for that item. Franchisee's request must be in writing and must identify the proposed alternative brand, or proposed alternative supplier or source, its name and address (if applicable), why Franchisee wants to purchase the proposed alternative item or purchase from the proposed, alternative supplier or source, and specifically describe the items Franchisee would like to purchase. As a condition of obtaining our prior written approval of a proposed alternative supplier or source, the supplier or source may be required to meet conditions Franchisor periodically prescribes. As part of the approval process, Franchisor also may require that a proposed supplier or source sign a supplier agreement covering such items as insurance, product quality, trademark use and indemnification.

Franchisor will use its reasonable best efforts to notify Franchisee within sixty (60) days after receipt of all requested information and materials whether Franchisee may purchase a proposed alternative item or use a proposed alternative supplier or source. If Franchisee does not receive a notice of approval or disapproval within this sixty (60)-day period, Franchisee may purchase the proposed alternative item or use the proposed alternative supplier or source, provided that Franchisor's failure to give our approval or disapproval will not be deemed to represent our approval. Franchisee will pay Franchisor the fee required under Section 6 of this Agreement for this review. Franchisor will disapprove or withdraw its approval of any item or supplier or source by written notice to Franchisee and Franchisor has the right to do so in its sole judgment. If Franchisor does so, Franchisee will have thirty (30) days to stop offering, selling or using that item in its store, or purchasing from that supplier or source.

(8) Maintenance of Premises. Franchisee will, at its expense maintain and keep in an attractive, clean and sanitary condition the interior, exterior, and, where applicable, the grounds of the ICEBOX Studio. Franchisee will ensure that all equipment will be kept in good working order and will meet Franchisor's quality standards. Franchisee will periodically make reasonable capital expenditures to remodel, modernize and redecorate the ICEBOX Studio and to replace and modernize the furniture, fixtures, signs, supplies and equipment used in the ICEBOX Studio so that the ICEBOX Studio will reflect the then-current physical appearance of new ICEBOX Studios. All remodeling, modernization or redecoration of an ICEBOX Studio must be done pursuant to Franchisor's then-current standards and specifications and only with Franchisor's prior written approval. Franchisee agrees to commence remodeling activities within ninety (90) days after written notice from Franchisor, although Franchisee will not be required to remodel, modernize and redecorate the ICEBOX Studio more than once every five (5) years.

(9) Compliance with Laws. Franchisee will, at its expense, comply with all applicable local, state, federal and municipal laws, ordinances, rules and regulations pertaining to the operation of their ICEBOX Studio, including any and all licensing laws, state statutes and/or regulations. Franchisee will, at its expense, be exclusively responsible for obtaining and maintaining the licenses and permits required by law to operate an ICEBOX Studio. Franchisee has had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including without limitation U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither Franchisee nor any holder of an ownership interest in Franchisee is named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control.

(10) Payment of Liabilities. Franchisee will timely pay all of its non-contested obligations and liabilities due and payable to Franchisor, suppliers, lessors and creditors. Franchisee agrees that Franchisor may, without Franchisee's prior consent, obtain from Franchisee's creditors any and all information relating to Franchisee's payment history or accounts receivable balances with such creditors.

(11) Taxes. Franchisee will promptly pay all federal, state and local taxes arising out of the operation of the ICEBOX Studio. Franchisor will not be liable for these or any other taxes and Franchisee will indemnify Franchisor for any such taxes that may be assessed or levied against Franchisor, which arise or result from Franchisee's business.

(12) Store Opening; Hours of Operation. Franchisee must complete the site build-out, complete the initial training, obtain all necessary licenses, permits and approvals and commence operation of their ICEBOX Studio within one (1) year after the execution of this Agreement. Failure of Franchisee to complete the site build-out, complete the initial training, obtain all necessary licenses, permits and approvals and commence operation of its store within one (1) year after the execution of this Agreement, will result in a breach hereunder pursuant to Section 16.B.i. The ICEBOX Studio will be open for business for such days and hours as Franchisor may reasonably designate in the Operations Manual. Franchisee will, at all times when open for business, have a person designated as a management person on duty who will be responsible for the business operations of the ICEBOX Studio.

(13) Franchisor Inspection Rights; Notification of Violations. Franchisor will have the right, for inspection purposes, to monitor the ICEBOX Studio and ICEBOX Studio employees at all reasonable times. Franchisor or its authorized representatives may interview Franchisee's employees and independent contractors, and examine representative samples of all services and products offered at the ICEBOX Studio, and evaluate the quality of the services and products Franchisee provides to its customers to determine Franchisee's compliance with the provisions of this Agreement and the Operations Manual. In addition, Franchisee will operate and maintain an ICEBOX Studio at all times in compliance with any and all applicable licensing standards prescribed by governmental authority. Franchisee also will comply with any higher standards that Franchisor may periodically require. Franchisee will provide to Franchisor, within five (5) days after receipt, all inspection reports, warnings, citations or ratings resulting from any governmental agency inspection of an ICEBOX Studio. Franchisee will notify Franchisor within five (5) days of any allegations of Franchisee's violation of any statute or ordinance.

(14) Operations Manual. To protect Franchisor's reputation and goodwill and to maintain uniform operating standards under the Marks and System, Franchisee will conduct its business in strict compliance with all mandatory provisions contained in the Operations Manual and other confidential manuals as may be provided from time to time by Franchisor. Franchisee will receive electronic access to the Operations Manual. Franchisee will keep the Operations Manual and any other manuals completely confidential, and will use all reasonable safekeeping efforts to maintain them as secret and confidential. The Operations Manual will remain Franchisor's sole property. Franchisor may periodically revise the contents of the Operations Manual. Franchisee agrees to comply with each new or changed standard. Franchisee will ensure that its version of the Operations Manual is kept current. In the event of any dispute as to the contents of the Operations Manual, the terms of the master copy of such Operations Manual will control.

(15) Lease. To the extent Franchisee leases the premises for an ICEBOX Studio from a landlord, lessor, or sub-lessor ("Landlord"), the original lease or sublease, as well as any proposed modifications thereto, and any new proposed lease or sublease, must be approved by Franchisor before its execution. A copy of the lease addendum is attached hereto as Exhibit E ("Lease Addendum"), which, among other things, requires Landlord to provide Franchisor with prompt written notice of any breach by Franchisee under the lease or sublease. Franchisee must provide Franchisor with an executed copy of any lease or material modification thereof for an ICEBOX Studio. Franchisor makes no guarantees concerning the success of an ICEBOX Studio located on any site approved by Franchisor.

Franchisee should employ an independent real estate broker or an attorney to assist Franchisee in locating a suitable site and negotiating a lease for such site.

(16) Telephone Numbers; Fax; Computer Equipment. Franchisee will maintain a minimum of one (1) telephone line (digital, analog, or VOIP) dedicated to Franchisee's business phone with the necessary equipment for Franchisee to send or receive an electronic document and transmit the same by either personal computer or point-of-sale register (depending on the equipment configuration selected by Franchisee). Franchisee shall execute a telephone number assignment for transfer of the rights to the telephone number(s) and listings of Franchisee to Franchisor upon the termination of this Agreement as set forth in Section 18.A.vi., a copy of which is attached hereto as Exhibit C ("Collateral Assignment of Telephone Numbers/Internet Addresses"). Franchisee will also maintain computer equipment, software accounting programs and Internet broadband access sufficient to develop and complete all forms and reports required by Franchisor as well as a point- of-sale or other computerized tracking system for Gross Sales. Franchisee will be required to license or purchase, as applicable, any necessary equipment or software as required by Franchisor for compliance with the provisions of this Agreement. Franchisor will assist in the set-up of the point-of-sale register system and accounting software at the Franchise Location, which will provide Franchisor with unlimited and unrestricted independent access to any and all information stored on Franchisee's computer system. Franchisee will be required to update or upgrade the computer systems and software to comply with Franchisor's then-current specifications.

(17) Confidential Information. "Principal" as used in this Agreement shall mean any individual with any ownership or profits interest in Franchisee or any individual with the authority to directly control the actions of Franchisee. Franchisee, and any Principal of a Franchisee, shall not, during or after the termination or non-renewal of this Agreement, communicate, disclose or use for the benefit of any other person or entity any confidential information, knowledge, know-how or trade secrets concerning the System. Franchisee will disclose such confidential information only during the term of this Agreement and only to such of Franchisees' employees as is reasonably necessary to operate an ICEBOX Studio. Any and all information, knowledge and know-how, including the Operations Manual or any other manuals created for use in operating an ICEBOX Studio, methods, supplier and customer lists, procedures, specifications, techniques, and other data of Franchisor will be deemed confidential for purposes of this Agreement. Franchisee shall be required to use care and take all precautions with confidential information of Franchisor as Franchisee would take with its own confidential information, but under no circumstances less than a reasonable degree of care. Franchisee shall ensure that all individuals with access to Franchisor's confidential information, including the Operator or any family member of a Principal involved in an ICEBOX Studio, have executed confidentiality and non-compete agreements binding such individuals in a similar fashion, in the form as set forth on Exhibit F attached hereto ("Confidentiality and Non-compete Agreement"). Franchisee shall disclose the name, title, contact information and ownership percentage for all Principals, including each owner, officer, director, partner, manager or member of Franchisee, as well as provide Franchisor with copies of all of Franchisee's corporate organizational documents in the form as set forth on Exhibit G attached hereto ("Statement of Ownership"). Franchisee shall provide Franchisor with prior written notice of any change in the Statement of Ownership or the documents attached thereto as well as comply with any other applicable terms and provisions of this Agreement.

(18) Pricing Policies. Franchisor may periodically make suggestions to Franchisee with regard to its pricing policies. Franchisee may decide whether or not to follow these suggestions. Franchisor also has the right to establish maximum prices and/or minimum prices to be charged by Franchisee for the services and products it offers and sells from its ICEBOX Studio, but any exercise of that right will be specifically set forth in writing. Franchisee must honor all maximum prices and minimum prices Franchisor establishes in accordance with this Section.

SECTION 11 - INSURANCE.

(1) Coverage Types. Franchisor shall impose and prescribe minimum standards and limits for certain types of required insurance coverage in this Agreement and in the Operations Manual.

Franchisee agrees that Franchisor may modify the required minimum limits of insurance coverage from time to time by written notice to Franchisee, through supplements to the Operation Manual or otherwise. Prior to the execution of this Agreement, Franchisee agrees to purchase at its own expense, and maintain in effect at all times during the term of this Agreement, the following categories of insurance coverage in forms and through insurance companies satisfactory to Franchisor:

1. Broad form comprehensive commercial general liability coverage with umbrella of at least $2,000,000 aggregate; and

2. Property and casualty coverage on the Franchise Location, including all contents and fixtures thereto, in an amount adequate to replace the same in case of loss; and

3. Business interruption coverage in sufficient amounts to cover the rental of the Franchise Location, if rented, previous profit margins (in order that Franchisor receive the Continuing Royalty Fee, Advertising Fee and other fees which would have been due in such amounts consistent with past performance of that Franchise Location if it were not for the interruption), maintenance of competent personnel and other fixed expenses during the period of the business interruption; and

4. Worker's compensation and employer's liability insurance (in statutory amounts), unemployment insurance and state disability insurance (as required by governing law), for Franchisee's employees.

(2) Coverage Requirements. The insurance coverage acquired and maintained by Franchisee as required under this Section shall name Franchisor as an "Additional Insured" and provide that the coverage afforded applies separately to each insured against whom claim is brought as though a separate policy had been issued to each insured. The insurance shall be primary to and without right of contribution from any other insurance purchased by Franchisee or Franchisor, and shall expressly protect both Franchisee and Franchisor and will require the insurer to defend both Franchisee and Franchisor in any action. The insurance shall also provide, by endorsement, that Franchisor is entitled to receive at least thirty (30) days prior written notice of any intent to reduce policy limits, restrict coverage, cancel or otherwise alter or amend the policy.

(3) Miscellaneous. Franchisee agrees not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend these insurance policies without Franchisor's written consent. Franchisee will furnish to Franchisor a certificate of insurance as stated above prior to commencing business at the ICEBOX Studio, naming Franchisor as an additional insured, and providing that such policy will not be canceled, amended or modified except upon thirty (30) days' prior written notice to Franchisor. Maintenance of the insurance requirement will not relieve Franchisee of the obligations of indemnification stated in this Agreement. If Franchisee fails to obtain or maintain in force any insurance as required by this Section or to furnish any certificate of insurance required hereunder, Franchisor may, in addition to all other available remedies, obtain such insurance or certificates, and Franchisee will promptly reimburse Franchisor for all insurance premiums and other costs incurred in obtaining such insurance. This provision will not be deemed to impose on Franchisor any duty or obligation to obtain or maintain any specific forms or amounts of insurance for Franchisee or as an undertaking or representation by Franchisor that such insurance as Franchisee may obtain will insure Franchisee against all insurable risks of loss which may arise out of Franchisee's operation of the ICEBOX Studio. Franchisee may be required to obtain and maintain insurance in addition to or in excess of the types and amounts set forth in this Section for Franchisee's lease for the Franchise Location or for Franchisee's lender.

SECTION 12 - INDEPENDENT CONTRACTOR; INDEMNIFICATION.

1. Relationship. Franchisor and Franchisee are independent contractors. Neither Franchisor nor Franchisee will make any agreements, representations or warranties in the name of or for the other or

that their relationship is other than franchisor and franchisee. Neither Franchisor nor Franchisee will be obligated by or have any liability under any agreements, representations or warranties made by the other. Franchisee alone will be responsible for all loss or damage arising out of or relating to the operation of the ICEBOX Studio or arising out of the acts or omissions of Franchisee or any of its agents, employees or contractors in connection with the sale of any products or services by Franchisee, and for all claims for damage to property or for injury or death of any persons directly or indirectly resulting there from. The parties acknowledge and agree that Franchisor does not control Franchisee's hiring or employment practices, which are the sole responsibility of Franchisee, and Franchisee agrees to indemnify, defend and hold Franchisor harmless from and against any claims arising out of Franchisee's hiring or employment practices or any issue relating to terms and conditions of employment of Franchisee's employees. Franchisor is not a joint employer of Franchisee's employees.

2. Indemnification. Franchisee shall indemnify and hold harmless Franchisor and its affiliates, officers, directors, employees, agents and representatives from all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including reasonable attorneys' fees), of any kind or nature, arising directly or indirectly of or growing out of, or otherwise connected with any of the following: any element of the ICEBOX Studio and/or Franchise Location; any claims by creditors of Franchisee; any personal injury or death suffered by any customer, visitor, employee or guest of the ICEBOX Studio and/or Franchise Location; claims of any type or nature advanced by or against Franchisee or any of Franchisee's officers, directors, shareholders, partners, proprietors, management, agents, employees, affiliates representatives and contractors (or any third party acting on behalf of or at the direction of Franchisee) by a third party (or, as applicable, against a third party) or between or among themselves; crimes committed on or near any of the premises or facilities for the ICEBOX Studio and/or Franchise Location; Franchisee's operation of the ICEBOX Studio; claims of liability for products manufactured or services performed by third parties which are offered, sold or utilized by Franchisee or the ICEBOX Studio; Franchisee's alleged or actual infringement or violation of any patent, mark or copyright or other proprietary right owned or controlled by third parties; Franchisee's alleged or actual violation or breach of any contract, federal, state, local, foreign or other law, regulation, ruling, standard or directive applicable to Franchisee's business, whether within or without the Exclusive Territory, or of any industry standard; libel, slander or any other form of defamation by Franchisee; Franchisee's alleged or actual violation or breach of any warranty, representation, agreement or obligation set forth in this Agreement; any acts, errors, neglects or omissions of Franchisee or its ICEBOX Studio, and/or the officers, directors, shareholders, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of any of them (or any third party acting on behalf or at the direction of Franchisee), whether in connection with the operation of the ICEBOX Studio or otherwise, including (without limitation) injury or death suffered or caused by any person or vehicle serving the ICEBOX Studio; all liabilities arising from or related to Franchisee's offer, sale and delivery or products and/or services as contemplated by this Agreement; latent or other defects at the Franchise Location, whether or not discoverable by Franchisor or Franchisee; any service or product provided by Franchisee at, from or related to the operation of the ICEBOX Studio at the Franchise Location or any other facility of Franchisee; any action by any customer of Franchisee or visitor to the ICEBOX Studio at the Franchise Location or any other facility of Franchisee; and, any damage to the property of Franchisee, Franchisor or any of Franchisor's affiliates, or their officers, directors, management, agents, employees and contractors related to this Agreement. The foregoing shall apply to any action Franchisor may have the right to bring or any action against Franchisor or in any action in which Franchisor is named as a party. Franchisor will have the right to bring, control and/or defend any such claim. The indemnities and assumptions of liabilities and obligations stated in this Agreement will continue in full force and effect following the expiration or termination of this Agreement.

SECTION 13 - SALES REPORTS; FINANICIALS; TAXES; AUDIT.

1. Sales Reports. Franchisee will maintain an accurate written or electronic record of daily, weekly and monthly Gross Sales and all applicable promotion tracking information. Franchisee will provide to Franchisor access to Franchisee's books, records and point-of-sale cash register system to allow Franchisor to retrieve Gross Sales and other required information relating to Franchisee's business

if desired by Franchisor. Franchisor reserves the right to modify its method of obtaining such information from Franchisee and impose additional record keeping procedures.

2. Financial Statements. Franchisee will, at its expense, provide Franchisor with annual financial statements and such other financial reports as Franchisor specifies in the Operations Manual or otherwise, using the forms and chart of accounts Franchisor requires. All financial information provided to Franchisor under this Section must be presented in the form Franchisor periodically requires in writing. Franchisee will deliver the annual financial statement must be provided within sixty (60) days following Franchisee's fiscal year end.

3. Tax Returns. Franchisee will, within ninety (90) days after Franchisee's fiscal year end, furnish Franchisor with signed copies of Franchisee's annual federal and state income tax returns for Franchisee's business, and copies of any other federal, state or local tax returns filed by Franchisee for the ICEBOX Studio, together with proof that Franchisee has paid all federal and state income and sales taxes due.

4. Audit Rights. Franchisee will make all of its financial books and records available to Franchisor or its designated representative at all reasonable times for review and audit by Franchisor or its designee. Franchisee will keep its financial books and records for each fiscal and calendar year in a secure place, and in the form Franchisor directs, for at least five (5) years. Franchisee will, upon five (5) days' notice from Franchisor, deliver all of its financial books and records to Franchisor or its representatives for review and if Franchisor wants Franchisee's records audited, it will be at the Franchisor's expense.

SECTION 14 - TRANSFER RESTRICTION; RIGHT OF FIRST REFUSAL; CONSENT

A. Restrictions. Franchisee will not, without the prior written consent of Franchisor, which will not be unreasonably withheld, sell, assign, trade, lease, sublease, sublicense, sub-franchise or otherwise transfer, convey or dispose of:

I. Any interest in or any part of the ICEBOX Studio or this Agreement; or
II. Any interest (whether through one or more related transactions) in the assets of the ICEBOX Studio; or
III. Any membership interest, control rights, capital stock or other form of ownership in Franchisee's legal entity.

B. Right of First Refusal. If Franchisee receives from a third party, and desires to accept, a bona fide written offer to purchase its ICEBOX Studio business, this Franchisee (with a controlling interest in this Franchise), the Licensed Rights, or other rights and obligations arising under this Agreement, then Franchisor shall have the option, exercisable within thirty (30) days after written notice and receipt of a copy of such offer and other information set forth in this section 14 (B), to purchase such business, the franchise, the Licensed Rights, and Franchisees interest in this Agreement on the same terms and conditions as offered by said third party. If Franchisor does not exercise its option, Franchisee may, within thirty (30) days from the expiration of the option, sell, assign, and transfer its business, franchise, Licensed Rights and other interests hereunder to said third party, provided Franchisor has consented in writing to such transfer and assignment as required by this Section 14 (B). Any material change in the terms of the offer prior to closing of the sale to such third party shall constitute a new offer, subject to the same rights of first refusal by Franchisor as in the case of an initial offer.

C. Permitted Capital Stock Transfers and Requirements. The members, owners, or shareholders of Franchisee's legal entity cannot sell, assign, pledge or otherwise dispose of Capital Stock as provided above except to immediate family members of the controlling shareholder(s) who would qualify for a franchise upon submission of a franchise application, or to a trust established for their benefit, and only then with prior written notice to Franchisor. A member, owner, or shareholder of

Franchisee may also bequeath, sell, assign, trade or transfer his/her Capital Stock to the other members, owners, or shareholders of Franchisee's legal entity because of death or permanent disability without first offering it to Franchisor, provided Franchisee provides Franchisor with written notice of all such transactions. In the event of a proposed transfer by reason of divorce, if the transfer would result in a change of a controlling interest in the Franchisee entity, no such transfer may be made without the consent of the Franchisor, which consent may not be unreasonably withheld. Any such consent may be conditioned upon the Franchisee satisfying Franchisor that Franchisee has a management team in place adequate to operate the franchised business in compliance with this Agreement and the standards of the Franchisor. All shares of Capital Stock issued by Franchisee's legal entity to its shareholders must bear the following legend on the reverse side of each issued and outstanding certificate:

The shares of [capital stock or ownership interest] represented by this certificate are subject to a written Franchise Agreement that grants BLUE CRYO FRANCHISE, LLC a right of first refusal to purchase these shares of [capital stock or ownership interest] from the holder.

Nothing in this Section will be construed as prohibiting the shares of Capital Stock of a corporate Franchisee from being pledged as security to an institutional lender who has provided financing to or for the ICEBOX Studio; provided the institutional lender accepts such security interest subject to Franchisor's reasonable conditions. If Franchisee is a corporation, partnership or limited liability company, the operating agreement or other governing agreement shall be provided to Franchisor along with copies of Articles of Organization, Bylaws, and any other documents Franchisor may reasonably request. The operating agreement or other governing agreement shall contain a restriction on the transfer of any ownership interest without the prior written consent of Franchisor.

D. Consent to Transfer. In the event Franchisor elects not to exercise its option under subsection B of this Section. Franchisor will not unreasonably withhold its consent to a transfer, subject to all of the following conditions described below which Franchisor may, in its sole discretion, deem necessary:

(1) All of Franchisee's accrued monetary obligations to Franchisor have been satisfied, including the payment of the FIVE THOUSAND DOLLARS ($5,000.00) if transferee is an existing ICEBOX franchisee. If transferee is new to the System, the transfer fee is equal to the then-current initial franchise fee; and

(2) Franchisee is not in default under this Agreement; and

(3) Franchisee executes a written agreement in a form satisfactory to Franchisor, in which Franchisee covenants to observe all applicable post-term obligations and covenants contained in this Agreement; and

(4) The transferee-franchisee executes Franchisor's then-current standard franchise agreement (which may provide for different royalties, advertising contributions, duration, and other rights and obligations from those provided in this Agreement); and

(5) The transferee-franchisee submits a franchise application to Franchisor and is approved by Franchisor and demonstrates to Franchisor's satisfaction that he/she meets Franchisor's managerial, financial, and business standards for new franchisees, possesses a good business reputation and credit rating, and has the aptitude and ability to conduct the franchised business; and

(6) The transferee-franchisee (and any manager of the transferee that will manage the ICEBOX Studio) successfully completes Franchisor's training program; and

(7) Franchisee executes a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its officers, directors, shareholders and employees, in their corporate and individual capacities.

E. Transfer to Immediate Family Members. The FIVE THOUSAND DOLLAR ($5,000.00) transfer fee, as listed in Section 14.D.i. above, shall be waived if Franchisee makes a transfer to the legal entity of an immediate family member. For purposes of this section, an immediate family member is a father, mother, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law stepson, stepdaughter, grandson, or granddaughter. All other provisions of Section 14 shall apply in transfers to immediate family members.

F. Death or Disability of Franchisee. In the event of the death or permanent disability of Franchisee (or the sole remaining owner of Franchisee, if Franchisee is a legal entity) such that Franchisee (or the remaining entity) can no longer carry on the functions required to properly operate the ICEBOX Studio, the right of attorney or personal representative of the estate of Franchisee (or the sole remaining owner, as applicable) shall have six (6) months to effectuate the transfer to the heirs and/or blood relatives of Franchisee, only with the approval of Franchisor hereunder and the adherence to the transfer requirements, otherwise Franchisor may effectuate the purchase of the franchise at fair market value as determined by a panel of three reasonably qualified appraisers, one selected by Franchisor, one selected by Franchisee, and the third jointly selected by the first two appraisers, less its costs to complete said transfer acquisition, set forth in this Section (14).

SECTION 15 - SALE OF FRANCHISE BY FRANCHISOR.

This Agreement, or Franchisor's interest in Blue Cryo Franchise, LLC or both may be assigned or transferred by Franchisor to any person or entity for any reason, solely for the benefit of Franchisor's successors and assigns. Any such assignment or transfer will require the assignee to fulfill Franchisor's obligations under this Agreement. After such assignment or transfer, all of Franchisor's obligations under this Agreement shall be the sole responsibility of the assignee and the Franchisee will look only to that assignee for remedy of any breach of any provision of this Agreement.

SECTION 16 - DEFAULT AND TERMINATION RIGHTS OF FRANCHISOR.

A. Automatic Termination Without Notice. Franchisee will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to Franchisor without notice to Franchisee, if: Franchisee or any Principal of Franchisee is adjudicated as bankrupt or insolvent; all or a substantial part of the assets of the ICEBOX Studio thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against Franchisee or any principal of Franchisee and is not immediately contested and/or dismissed within thirty (30) days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of Franchisee, the ICEBOX Studio or assets of either is filed and consented to by Franchisee; a receiver or other custodian (permanent or temporary) of all or part of Franchisee's assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee or the ICEBOX Studio; Franchisee is dissolved; execution is levied against Franchisee, the ICEBOX Studio or its property; or, the real or personal property of Franchisee is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

B. Termination By Franchisor Upon Notice – No Opportunity To Cure. Franchisee will have materially breached this Agreement and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisee's receipt of notice (which, whether sent by certified mail, registered mail, overnight courier or personal physical delivery, will be deemed to

have been received by Franchisee upon delivery or first attempted delivery of the notice to Franchisee) upon the occurrence of any of the following events:

1. Franchisee does not select a Franchise Location acceptable to Franchisor, for which Franchisee has entered into a purchase or lease agreement within one hundred twenty (120) days of the date of this Agreement, or Franchisee does not complete the site build-out, complete the initial training, obtain all necessary licenses, permits and approvals and commence operation of the ICEBOX Studio within one (1) year of the date of this Agreement; or

2. Franchisee at any time ceases to operate the ICEBOX Studio or abandons the license relationship; or

3. Franchisee omitted or misrepresented any material fact in the information it furnished to Franchisor in connection with Franchisor's decision to enter into this Agreement; or

4. Franchisor and Franchisee agree in writing to terminate this Agreement; or

5. Franchisee or any Principal of Franchisee's legal entity is convicted of a felony, fraud, crime involving moral turpitude, or any other crime or offense which Franchisor reasonably believes is related to Franchisee's operation of the ICEBOX Studio, or otherwise engages in any activity that is likely to have an adverse effect on the System, the Marks, the goodwill associated with the Marks or Franchisor's interest in the System or Marks or Franchise Location; or

6. A threat or danger to public health or safety results from Franchisee's continued operation of the ICEBOX Studio at the Franchise Location; or

7. Franchisee or any Principal of Franchisee's legal entity purports to transfer any rights or obligations under this Agreement, any interest in Franchisee or the ICEBOX Studio to any third party in violation of the terms of this Agreement;

8. Franchisee or any Principal of Franchisee's legal entity under the terms of the Personal Guarantee, Indemnification and Acknowledgement agreement does not comply with the covenant not to compete during the term of this Agreement, or violates the restrictions pertaining to the use of confidential information contained in this Agreement, or does not obtain the execution of the covenants and related agreements required under this Agreement and ensure the compliance and non-breach of the same, including the Confidentiality and Non-compete Agreements with appropriate parties as provided in Sections 10.N. and 19.B.; or

9. Before the commencement of operations of the ICEBOX Studio, Franchisor determines that Franchisee and/or its Operator (as applicable) have failed to attend or successfully complete the initial training program; or

10. Franchisee conceals revenues, knowingly maintains false books or records, falsifies information or otherwise defrauds or makes false representations to Franchisor, or, knowingly submits any substantially false report to Franchisor; or

11. A deficiency revealed upon the completion of any inspection or audit equals or exceeds three percent (3%) of the correct amount of any fee or other amounts due to Franchisor from Franchisee; or

12. Franchisee refuses Franchisor permission to inspect, or to conduct an operational and/or financial audit of the Franchise Location, the ICEBOX Studio, books, records, and other documents pursuant to Franchisor's right to audit; or

13. Franchisee takes, withholds, misdirects or appropriates for Franchisee's own use any funds withheld from Franchisee's employees' wages which should have been set aside for the ICEBOX Studio's employees' taxes, FICA, insurance or benefits, or Franchisee wrongfully takes or appropriates for Franchisee's own use any property or funds of Franchisor, or systemically fails to deal fairly and honestly with Franchisee's employees or other franchisees, or knowingly permits or, having discovered the facts, fails to take any action against or to discharge any agent, servant or employee who has embezzled any funds or property of Franchisor or others; or

14. If Franchisee has received two (2) previous notices of default from Franchisor of the same provision of this Agreement and is again in default of the provision of the Agreement within a twelve (12) month period, regardless of whether Franchisee cured the previous defaults; or

15. Franchisee makes a willful misrepresentation or does not make a material disclosure required by any government entity regarding any matter involving or affecting the operations of the ICEBOX Studio; or

16. Franchisee interferes or attempts to interfere with Franchisor's contractual relations with other franchisees, customers, employees, advertising agencies or any third parties; or

17. Franchisee interferes or attempts to interfere with Franchisor's ability or right to license or license others to use and employ the Marks and System or Franchisee makes any use of the Marks not authorized under this Agreement; or

18. Franchisee does not comply, for a period of ten (10) days after notification of non-compliance by Franchisor or any government entity, with any federal, state or local law or regulation applicable to the operation of the ICEBOX Studio, and does not resort to an appropriate administrative or judicial forum for relief there from; or

19. Franchisee offers or sells as part of the ICEBOX Studio any unapproved product or service, or does not use and disseminate (as applicable) all materials, notices and procedures specified by Franchisor; or

20. Franchisee uses or duplicates any aspect of Franchisor's System, services, programs or products in an unauthorized fashion; or

21. Franchisee breaches the provisions relating to advertising standards; or

22. Franchisee fails, refuses or neglects to pay promptly when due any fees owing to Franchisor or its affiliates; or

23. Franchisee fails, refuses or neglects to submit the financial and non-financial reports and other information required to be submitted to Franchisor under this Agreement, the Operations Manual or other written notice and fails to cure within (7) days of receipt or notice thereof.

C. Termination by Franchisor – Thirty (30) Days to Cure. Except as provided above, Franchisee will have thirty (30) days after Franchisor furnishes Franchisee with a written notice of default in accordance with this Agreement to remedy any default under this Agreement and to provide evidence that it has done so to Franchisor. If Franchisee has not cured any default within that time or any longer period that applicable law may require, this Agreement will terminate immediately upon expiration of the thirty (30) day period, or any longer period required by applicable law. Franchisee will be in default of this Agreement for any failure to substantially comply with any of the requirements imposed upon Franchisee by this Agreement, as it may from time to time, be supplemented by the Operations Manual and all supplements thereto, or otherwise, or to carry out the terms of this Agreement in good faith. These defaults include, without limitation, the following events:

1. Franchisee fails to maintain the mandatory standards or follow the mandatory procedures prescribed by Franchisor in this Agreement, the Operations Manual or other written notice; or
2. Franchisee does not pay employee taxes when due or does not pay all obligations to any third parties; or
3. Franchisee does not participate in the programs related to training, advertising and sales promotion set forth in this Agreement; or
4. Franchisee does not indemnify Franchisor as required by this Agreement; or
5. Franchisee defaults under any agreement between Franchisee and the lessor of the Franchise Location, and the default is not cured within the period required in the Franchise Location lease; or
6. Franchisee engages in conduct that reflects materially and unfavorably upon the operation and reputation of the ICEBOX Studio, Franchisor or the System; or
7. Franchisee does not maintain and operate the ICEBOX Studio in a good, clean and sound manner, in strict compliance with Franchisor's standards of quality, cleanliness and maintenance; or
8. Following Franchisee's death or disability, continued operation of the ICEBOX Studio, or an approved assignment is not effectuated within six (6) months thereafter; or
9. Franchisee repeatedly fails to comply with one or more requirements of this Agreement, whether or not corrected after notice; or
10. Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval where consent is required by this Agreement; or
11. Franchisee does not purchase or maintain all insurance required by this Agreement; or
12. Franchisee does not comply with any other lawful provision or requirement of this Agreement or any specification, standard or operating procedure prescribed by Franchisor pursuant to this Agreement or the Operations Manual.

D. Cross-default Breach. Any default or breach by Franchisee of any other agreement between Franchisor or its affiliates and Franchisee will be deemed a default under this Agreement, and any default or breach of this Agreement by Franchisee will be deemed a default or breach under any and all other agreements between Franchisor (or any of its affiliates) and Franchisee. If the nature of the default under any other agreement would have permitted Franchisor to terminate this Agreement if the default had occurred under this Agreement, then Franchisor (or its affiliate) will have the right to terminate all the other agreements between Franchisor (or any of its affiliates) and Franchisee in the same manner provided for in this Agreement for termination of this Agreement.

E. Notice Required By Law. If any valid, applicable law or regulation of a competent government entity with jurisdiction over this Agreement or the parties to this Agreement limits Franchisor's rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be deemed modified to conform to the minimum notice, cure periods or restrictions upon termination required by the laws and regulations. Franchisor will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

F. Franchisor Alternative Remedies. Franchisor may, upon breach by Franchisee under Section 16 B. and C. above, as an alternative to termination of the Franchise Agreement in such instance, either: allow the Franchisee to continue to operate the ICEBOX Studio at the Franchise Location and terminate the Franchisee's Exclusive Territory and Territorial Rights set forth in Section 2.D. with the ability to later terminate the Franchise Agreement upon written notice to Franchisee; or Franchisor may acquire the Franchise Location by providing payment to Franchisee for the fair market value of all of Franchisee's assets, as determined by a panel of three reasonably qualified appraisers, one selected by Franchisor, one selected by Franchisee, and the third jointly selected by the first two appraisers. In such instance, Franchisee shall accept such payment and cooperate with Franchisor to complete said acquisition.

SECTION 17 - DEFAULT AND TERMINATION RIGHTS OF FRANCHISEE.

Franchisee may terminate this Agreement if Franchisor violates any material obligation of Franchisor to Franchisee and fails to cure such violation within thirty (30) days after Franchisor's receipt of written notice from Franchisee; provided, however, that Franchisee is in substantial compliance with the Agreement at the time of giving such notice of termination. Franchisee's written notice will identify the violation and demand that it be cured pursuant to this Section.

SECTION 18 - FRANCHISEE'S OBLIGATIONS UPON TERMINATION/NON-RENEWAL.

A. Post-Termination Duties. If this Agreement is terminated or not renewed for any reason, Franchisee will cease to be an authorized Franchisee of Franchisor, and Franchisee will lose all rights to the use of the Marks, the System, all confidential information and know-how owned by Franchisor and any goodwill (including "local" goodwill) engendered by the use of the Marks and/or attributed to Franchisee's conduct the ICEBOX Studio, and Franchisee shall comply with the following unless otherwise directed by Franchisor in writing:

1. Immediately pay all sums due and owing to Franchisor or its affiliates, plus interest thereon, and all sums due and owing to any lessor, employees, taxing authorities, advertising agencies and all other third parties; and

2. Discontinue the use of the Marks, and not operate or do business under any name or in any manner that might tend to give the general public the impression that it is operating an ICEBOX Studio, or any similar business. Franchisee may not use, in any manner or for any purpose, directly or indirectly, any of Franchisor's confidential information, trade secrets, procedures, forms, techniques, know-how or materials acquired by Franchisee by virtue of the relationship established by this Agreement, including (without limitation): the ICEBOX Studio, services, and programs; specifications or descriptions of the services and products; lists of prospective, current and former franchisees, employees and independent contractors; the Operations Manual and any supplements to it; forms, advertising matter, marks, devices, signs, insignia, slogans and designs used in connection with the ICEBOX Studio; telephone numbers listed in any telephone directory under any of the Marks licensed under this Agreement or any similar designation or directory listings relating to the ICEBOX Studio; and, the systems, procedures, techniques, criteria, concepts, designs, advertising and promotion techniques, specifications, and all other components, specifications and standards, which comprise (or in the future may comprise) a part of the System; and

3. Take all necessary action to cancel any assumed name or equivalent registration that contains the Mark "ICEBOX Cryotherapy," or any other Mark of Franchisor, or any variant, within fifteen (15) days following termination or expiration of this Agreement;

and

4. Immediately deliver to Franchisor all training or other manuals furnished to Franchisee (including the Operations Manual and supplements thereto), computer software and database material, customer lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear the Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of Franchisor, and any copies of them in Franchisee's possession which relate to the operation of the ICEBOX Studio; and

5. Immediately execute all agreements necessary to effectuate the termination of this Agreement in a prompt and timely manner; and

6. Cease using any Internet address or the telephone numbers listed in the Yellow Pages and White Pages of any telephone directories under the name "ICEBOX Cryotherapy" or any other confusingly similar name or, upon Franchisor's written demand, direct the Internet service provider or telephone company to transfer the Internet address or telephone numbers listed for the ICEBOX Studio in the Yellow Pages and White Pages to Franchisor or to any other person and location that Franchisor directs as provided under the Collateral Assignment of Telephone Numbers/Internet Addresses; and

7. Strictly comply with the post-termination/post-expiration covenants not to compete set forth in Section 19 of this Agreement; and

8. Continue to abide by those restrictions pertaining to the use of Franchisor's confidential information, trade secrets and know-how set forth in this Agreement; and

9. Immediately surrender to Franchisor all computer software, data storage disks or tapes and other electronic media used in the operation of the ICEBOX Studio, printouts, and other information pertaining to computer operations, codes, procedures and programming, which Franchisee agrees not to destroy, damage, hide or take any steps to prevent Franchisor from obtaining any information that Franchisee had stored in the computer system of the ICEBOX Studio, and Franchisee agrees not to retain any printouts, disks or tapes containing any of the programs or data stored in the computer system; and

10. Upon Franchisor's written request, assign any lease entered into at the Franchise Location for the ICEBOX Studio to Franchisor or its assignee as provided under the Lease Addendum; and

11. Upon Franchisor's written request, provide Franchisor with the right to purchase from Franchisee any or all of the assets, equipment and signs related to the operation of the ICEBOX Studio at fair market value or at Franchisee's depreciated book value, whichever is less, and to purchase any or all supplies and inventory of the ICEBOX Studio at Franchisee's cost or depreciated book value, whichever is less; and

12. In the event of termination for any default by Franchisee, pay to Franchisor all losses and expenses it incurs as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees directly or indirectly related thereto, such as (without limitation) lost profits, lost opportunities, damage inuring to the Marks and reputation, travel and personnel costs and the cost of securing a new franchisee for the Exclusive Territory. This obligation will give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of assets, property, furnishings, equipment, signs, fixtures and inventory owned by Franchisee or the ICEBOX Studio at the time of termination and against any money of Franchisee held or otherwise in the possession of Franchisor. Franchisor agrees that any lien created in connection with this

subsection shall be secondary and subordinate to any prior perfected lien filed by Franchisee's lender.

13. License Termination. Under all circumstances, upon termination of this Agreement for any reason, any license granted hereunder for Franchisee's right to use the name "ICEBOX Cryotherapy" and the other Marks and the System will immediately terminate. Franchisee agrees to take all other action, and execute all documents Franchisor may reasonably request, to protect Franchisor's interests in the Marks and the System.

SECTION 19 - COVENANT NOT TO COMPETE.

A. Non-Competition During Term. Franchisee, and any Principal or guarantor of a Franchisee if Franchisee is a legal entity, will not, during the term of this Agreement, on their own account or as an employee, agent, consultant, partner, officer, director, or shareholder of any other person, entity, partnership or corporation, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in, or assist any person or entity engaged in any cold therapies, cryotherapy, or any other related business that is competitive with or similar to ICEBOX Cryotherapy, except with Franchisor's prior written consent, anywhere within a 100 miles of an existing ICEBOX Studio.

B. Non-Competition After Termination. Franchisee, and any Principal or guarantor of a Franchisee will not for a period of three (3) years after this Agreement expires or is terminated, on their own account or as an employee, agent, consultant, partner, officer, director, or shareholder of any other person, entity, partnership or corporation, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in or assist any person or entity engaged in any cold therapy treatments, cryotherapy or any other related business that is competitive with or similar to an ICEBOX studio which is located at the Franchise Location or within a fifty (50) mile radius of the Franchise Location or any other ICEBOX studio, whether owned by Franchisor or another franchisee. Franchisee expressly agrees that the three (3) year period and the fifty (50) mile radius are the reasonable and necessary time and distance needed to protect Franchisor if this Agreement expires or is terminated for any reason. Franchisee agrees that the three (3) year time period of the non- competition provision shall not accrue during any time period that Franchise is in violation. Franchisee shall ensure that all Principals or other individuals with access to Franchisor's confidential information, including the Operator or any family member of a Principal involved in the ICEBOX studio, have executed a Confidentiality and Non-compete Agreement consistent with this Section 19.

C. Injunctive Relief. Franchisee agrees that damages alone cannot adequately compensate Franchisor if there is a violation of these non-competition covenants and that injunctive relief is essential for the protection of Franchisor. Franchisee therefore agrees that in case of any alleged breach or violation of this Section by it, Franchisor is entitled to immediate injunctive relief enforcing the terms of the non-competition provisions without posting any bond or security, in addition to all other remedies that may be available to Franchisor at equity or law.

SECTION 20 - NOTICES.

All notices to Franchisor will be in writing and will be made by personal service or sent by prepaid certified or registered United States mail, return receipt requested, addressed to Franchisor at its principal place of business, or at such other address as Franchisor may designate in writing. All notices to Franchisee will be made by prepaid certified, FedEx or registered United States mail, return receipt requested, addressed to Franchisee at the Franchise Location, or such other address as Franchisee may designate in writing. All notices shall be effective upon receipt by the party to which the notice is sent.

SECTION 21 - CONSTRUCTION AND INTERPRETATION.

A. Terms, Currency, Headings and Recitals. All terms and words in this Agreement will be deemed to include the correct number, singular or plural, and the correct gender, masculine, feminine, or neutral, as the context or sense of this Agreement may require. All references to dollars ($) in this Agreement refer to the lawful money of the United States of America. The paragraph headings are for convenience only and do not form a part of this Agreement and shall not be taken into account in its construction or interpretation. The Recitals of this Agreement are a part of this Agreement and any promises or obligations contained therein shall be enforceable pursuant to this Agreement.

Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable law or rule of any jurisdiction requires a greater prior notice period than is required hereunder, or if under any applicable law or rule of any jurisdiction, any provision of this Agreement is invalid or unenforceable, the prior notice required by such law or rule will be substituted for the notice requirements hereof, or such invalid or unenforceable provision will be modified to the extent required to be valid and enforceable. Such modifications to this Agreement will be effective only in such jurisdiction and will be enforced as originally made and entered into in all other jurisdictions.

Waiver. Franchisor and Franchisee may by written instrument unilaterally waive any obligation of or restriction upon the other under this Agreement. No acceptance by Franchisor of any payment by Franchisee and no failure, refusal or neglect of Franchisor or Franchisee to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations hereunder, including any mandatory specification, standard or operating procedure, will constitute a waiver of any provision of this Agreement.

Cumulative Rights. The rights of Franchisor and Franchisee hereunder are cumulative and no exercise or enforcement by Franchisor or Franchisee of any right or remedy hereunder will preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder or which Franchisor or Franchisee is entitled by law to enforce.

Entire Agreement. The Recitals section is a part of this Agreement, which, together with the exhibits to this Agreement represents the entire agreement of the parties. This Agreement supersedes and terminates any prior oral or written understandings or agreements between Franchisor and Franchisee relating to the subject matter of this Agreement. No modification of this Agreement will be effective unless it is in writing and signed by both Franchisor and Franchisee. Nothing contained in this Agreement, or in any related document or agreement, is intended to disclaim any representations made by Franchisor under Franchisor's Franchise Disclosure Document. The term "Franchisee" as used herein is applicable (where relevant) to a corporation, a partnership or other legal entity and includes all officers, directors, shareholders and guarantors of such legal entities. References to "Franchisee," "assignees" and "transferees" which are applicable to an individual or individuals mean the Principal(s) of Franchisee or any such assignee or transferee.

Governing Law. Subject to Franchisor's rights under federal trademark laws and the parties' rights under the Federal Arbitration Act respecting Section 22 below, this Agreement will be governed by and construed in accordance with the substantive laws of the State of Georgia. The

parties agree any franchise or dealership law or business opportunity law of the State of Georgia, now in effect, or adopted or amended after the date of this Agreement, will not apply to franchises located outside of Georgia. The parties agree that the state courts of Atlanta, Georgia and the courts of the United States located within Atlanta, Georgia shall have personal jurisdiction over them with respect to any action relating to or arising under this Agreement and any and all actions by or between them shall be commenced exclusively in such Georgia courts, except as provided in Section (22) below.

Survival. The provisions of this Agreement, which by their terms are intended to survive the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement. Such provisions include, but are not limited to, those provisions and sections that deal with tax liability, unpaid fees, repurchase rights, non-competition, confidential information relating to the Marks, System, Operations Manual or any other information or trade secrets Franchisee is exposed to while operating its ICEBOX Studio, as well as all sections relating to construction, interpretation, arbitration and acknowledgment.

Enforcement Costs. All costs or expenses, including reasonable attorneys' fees and collection costs, incurred by Franchisor under this Agreement to enforce this Agreement against Franchisee shall be collectible from Franchisee.

Counterparts. This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and not withstanding their date of execution shall be deemed to bear a date as of the date of this Agreement. An electronic transmission of any signature of any party hereto shall be sufficient to bind that party who shall supply an originally signed document as soon thereafter as practical.

Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties hereto shall be subject to all laws, both present and future, or any requests of any government or any department, agency or corporation thereof having jurisdiction over this Agreement, and to war, acts of God, or any cause of like or different kind beyond the control of the Parties, and the Parties shall be excused from performance of any obligation hereunder to the extent such failure is caused by any law, order, regulation, direction, request or contingency; provided, however, that such excuse of performance shall be limited to the period during which such excuse of performance exists and shall not affect the running of the term of this Agreement. Notwithstanding the foregoing, this provision shall not apply to the payment of any royalty or fee due Franchisor hereunder.

Franchisor's Reasonable Business Judgment. Whenever Franchisor reserves discretion in a particular area or where Franchisor agrees or is required to exercise its rights reasonably or in good faith, Franchisor will satisfy its obligations whenever it exercises "reasonable business judgment" in making its decision or exercising its rights. A decision or action by Franchisor will be deemed to be the result of "reasonable business judgment," even if other reasonable or even arguably preferable alternatives are available, if Franchisor's decision or action is intended to promote or benefit the System generally even if the decision or action also promotes a financial or other individual interest of Franchisor. Examples of items that will promote or benefit the System include enhancing the value of the Licensed Marks, improving customer service and satisfaction, improving services and product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. Neither Franchisee nor any third party (including a trier of fact) will substitute its judgment for Franchisor's reasonable business judgment.

Notice of Potential Franchisor Profit. Franchisor and/or its affiliates may periodically make available to Franchisee goods, products and/or services for use in and for sale from its ICEBOX Studio on the sale of which Franchisor and/or its affiliates may make a profit. Further, Franchisor and/or its affiliates may periodically receive consideration from suppliers and/or manufacturers in respect to sales of goods, products or services to Franchisee or in consideration of services rendered or rights licensed to such parties. The consideration may or may not be related to services performed. Franchisee agrees that Franchisor and/or its affiliates are entitled to said profits and/or consideration.

SECTION 22 - ARBITRATION.

Except to the extent Franchisor elects to enforce the provisions of this Agreement by judicial process in Franchisor's sole discretion, all disputes, claims and controversies between the parties arising under or in connection with this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) which have not been settled through negotiation or mediation will be resolved on an individual basis, not a class or consolidated basis, by binding arbitration in Georgia under the auspices of the Federal Arbitration Act. The arbitrator will have a minimum of five (5) years experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in Georgia Statutes. The proceedings will be conducted using the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Georgia Statutes. The arbitrator must apply the Federal Rules of Evidence. The decision of the arbitrator will be final and binding on all parties; provided, however, the arbitrator(s) may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or exemplary damages; or (iii) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by Franchisor. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, Franchisee and Franchisor shall fully perform their respective obligations under this Agreement.

SECTION 23 - REPRESENTATION AND ACKNOWLEDGMENTS.

1. Liability. All Principals of Franchisee holding in excess of ten percent (10%) of the voting power in the entity agree to execute a personal guarantee agreeing to be bound by all obligations of Franchisee hereunder, including but not limited to the payment, confidentiality, non-competition and post-termination obligations set forth herein, a copy of which is attached hereto as Exhibit H ("Personal Guarantee, Indemnification and Acknowledgement"). All parties executing the Personal Guarantee acknowledge that they shall be jointly and severally liable for all obligations of Franchisee under this Agreement.

2. Independent Investigation and Sophistication. Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will largely depend on Franchisee's ability as an independent business. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement. Franchisee further acknowledges that it is a sophisticated business entity and it has considered any and

all risks that are or may be associated with becoming a franchisee, and more specifically an ICEBOX Cryotherapy franchisee.

3. Consulting. Franchisee acknowledges that it has received, read, and understood this Agreement and that Franchisor has fully and adequately explained the provisions of it to Franchisee's satisfaction and that Franchisee has had sufficient time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement.

4. Other Franchises; Third-Party Rights. Franchisee acknowledges that other franchisees of Franchisor have or will be granted franchises at different times and in different situations, and further acknowledges that the provisions in the franchise agreement for such franchises may vary from those contained in this Agreement. Only the parties to this Agreement shall have the right to enforce the terms hereunder, and no third-party shall have any rights unless expressly provided herein.

5. Receipt of Documents. Except for filling in blank provisions and changes made as a result of negotiations that Franchisee initiated, Franchisee acknowledges that Franchisee received a copy of the complete Franchise Agreement, and exhibits attached hereto, at least seven (7) calendar days before the date on which this Agreement was executed. Franchisee further acknowledges that it received the Disclosure Document required by the FTC Franchise Rule at least fourteen (14) calendar days prior to the date on which this Agreement was executed or Franchisee made any payments to Franchisor or its affiliates in connection with this Agreement.

6. Prior Claims. Franchisee acknowledges that as of the date of this Agreement, it has no claims of any type against Franchisor or Franchisor's agents, representatives, shareholders, directors, officers, and employees.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the date of the first written above.

FRANCHISEE:	FRANCHISOR: Blue Cryo Franchise, LLC a Georgia limited liability company
[ENTITY]	
By: _____	By: _____ Alia Alston, CEO
_____ Print Name Title	

FRANCHISE AGREEMENT
EXHIBIT A

FRANCHISE LOCATION

Franchise Address

Franchisee Initial: _____ Franchisor Initial:_____

FRANCHISE AGREEMENT
EXHIBIT B

EXCLUSIVE TERRITORY

Territory Description

Franchisee Initial: _____ Franchisor Initial: _____

FRANCHISE AGREEMENT
EXHIBIT C

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS

This Collateral Assignment of Telephone Numbers (the "Assignment") is entered into on the date set forth on the signature page hereof, by and between Blue Cryo Franchise, LLC (the "Franchisor") and _____ (the "Franchisee"). This Assignment is executed accordance with the terms of a certain ICEBOX Cryotherapy Agreement (the "Franchise Agreement") under which Franchisor granted Franchisee the right to own and operate an ICEBOX Studio located at the business location set forth in the Franchise Agreement (the "Franchise Business").

FOR VALUE RECEIVED, Franchisee assigns to Franchisor the following: those certain telephone numbers, facsimile numbers, and regular, classified or other telephone directory listings set forth below (collectively, the "Telephone Numbers and Listings"); each of which are associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Franchise Business. This Assignment is for collateral purposes only, and except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless and until Franchisor shall notify the telephone company and/or the listing agencies where Franchisee has placed telephone directory listings (collectively, the "Telephone Company") of the effectuation of the assignment is set forth below.

Upon the expiration, termination or non-renewal of the Franchise Agreement, Franchisor shall have the right and is hereby empowered to effectuate this Assignment, including the assignment of the Telephone Numbers and Listings, and in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers and Listings, and Franchisee shall remain liable to the Telephone Company for all past due fees owing to the Telephone Company on or before the effective date of the Assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon the expiration, termination or non-renewal of the Franchise Agreement, Franchisor shall have the sole right to an interest in the Telephone Numbers and Listings, and Franchisee appoints Franchisor as Franchisee's true and lawful attorney-in-fact to direct the Telephone Company to assign them to Franchisor, and to execute such documents and take such actions as may be necessary to effectuate this Assignment. Upon such event, Franchisee shall immediately notify the Telephone Company to assign the Telephone Numbers and Listings, to Franchisor. If Franchisee fails to promptly direct the Telephone Company to assign the Telephone Numbers and Listings, to Franchisor, Franchisor shall direct the Telephone Company to complete the assignment contemplated hereunder to Franchisor.

The parties agree that the Telephone Company may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers and Listings, upon such expiration, termination or non-renewal and that such Assignment shall be made automatically and effective immediately upon the Telephone Company's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company requires that the parties execute the Telephone Company's assignment forms or other documentation at the time of the expiration, termination or non-renewal of the Franchise Agreement, the parties agree Franchisor's execution of such forms or documentation on behalf of Franchisee shall be acceptable for the Franchisee's consent and agreement to the Assignment in all instances. The parties further 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 the expiration, termination or non-renewal of Franchise Agreement.

Franchisee agrees to indemnify and pay for all costs and expenses Franchisor incurs or must pay to bring Franchisee's accounts with the Telephone Company current or to otherwise effectuate this

Assignment.

Unless specifically stated otherwise, the terms used in this Assignment shall have the same meaning as in the Franchise Agreement, and shall be interpreted and construed in accordance with Section 21 of the Franchise Agreement.

IN WITNESS WHEREOF, the parties have entered into this Assignment on the date of _____

ASSIGNEE:

Blue Cryo Franchise, LLC

By: _____
Signature

Print Name: Alia Alston

Title: CEO

ASSSIGNOR:

By: _____
Signature

Print Name: _____

Title: _____

Telephone Numbers and Listings:

_____

_____

_____

_____

FRANCHISE AGREEMENT
EXHIBIT D

DIRECT DEBT AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS

Franchisee: _____
(Name of Legal Entity)

ID #: _____
(SS# or EIN)

The undersigned depositor ("Depositor"), as the "Franchisee" under that certain Franchise Agreement between Depositor and Blue Cryo Franchise, LLC ("Franchisor") dated: _____ desire to initiate debit entries and/or credit correction entries to the Depositor's checking and/or savings account(s) indicated below and the Depositor's depository bank designated below ("Depository Bank") to debit or credit such account(s) pursuant to Franchisor's written instructions to Depository Bank._____

_____
Depository Bank Branch

_____ _____
City State ZIP Code

_____ _____
Bank Transit/ABA Number Account Number

The Depository Bank agrees to accept such written instructions from Franchisor with regards to debit entries and/or credit correction entries, which authority is to remain in full and force and effect until sixty (60) days after Franchisor and Depository Bank have received written notification from Depositor of its termination or withdrawal of the same. Depository Bank shall provide Franchisor and Depositor with any additional documentation or agreement necessary for Depository Bank to process the foregoing transactions, and Franchisor and Depositor agree to cooperate with each other regarding the execution and delivery of such documentation. The parties hereto acknowledge and agree that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce all terms hereunder.

DEPOSITOR: [ENTITY] By: _____ _____ Print Name _____ Title _____ Date	

FRANCHISE AGREEMENT
EXHIBIT E

COLLATERAL ASSIGNMENT OF LEASE

This Collateral Assignment of Lease entered into as of this _____ day of _____, 20__, by and between _____, ("Tenant") party of the first part; and _____, a Georgia corporation/limited liability company ("Franchisor") party of the second part; witnessed that:

WHEREAS, by Lease (the "Lease") dated the _____ day of _____, 20__, _____ ("Lessor") leased unto Tenant, the premises (the "Leased Premises") briefly described as in copy of Lease attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Franchisor has a vested interest in the successful operation of the Leased Premises by virtue of a certain Franchise Agreement between Franchisor and Tenant, dated _____ (the "Franchise Agreement");

NOW THEREFORE, for and in consideration of the making the Franchise Agreement between Franchisor and Tenant, Tenant does hereby assign, transfer and set over unto Franchisor, with the right to reassign, all of their rights, title and interest in and to the Lease and in and to the Leased Premises; it being nevertheless expressly understood and agreed that this Assignment of Lease is made to Franchisor upon the following terms, covenants, limitations, and conditions:

1. Tenant shall retain possession of the leased premises in accordance with the terms and conditions of the Lease so long as no default or breach occurs under the Lease, in any agreement evidencing said Lease or the Franchise Agreement;

2. If default or breach be made by Tenant in the performance of the Lease or the Franchise Agreement or the Franchise Agreement is Terminated, then Franchisor shall have the option of taking over the Leased Premises, provided, however, that in the event Franchisor elects to exercise said option of taking over the Leased Premises for the purpose of operating the same, written notice of its election so to do shall be mailed promptly by Franchisor to Lessor. Franchisor shall not have the right of possession of the Leased Premises until such notice is received by Lessor. Upon the receipt of notice of exercise of such option, Franchisor shall be deemed to be substituted as the Tenant/Lessee in said Lease in the place and instead of Tenant, and shall be deemed to have assumed expressly all of the terms, covenants, and obligations of the Lease theretofore applicable to the party of the first part, and shall likewise be entitled to enjoy all of the rights and privileges granted to Tenant under the terms and conditions of the Lease, with the right to reassign same to any franchisee of Franchisor, or otherwise to a subsidiary/affiliate of Franchisor;

3. That Franchisor shall have the right, but shall not be obligated, to cure any default by Tenant under the Lease within Tenant's cure period under the Lease, or within thirty (30) days after the expiration of Tenant's cure period under the Lease, provided that prior to the expiration of Tenant's cure period under the Lease, Franchisor notifies Landlord in writing that Franchisor intends to cure such default;

4. It is understood and agreed that so long as Franchisor shall not have exercised its option under the foregoing provisions hereof as to the Leased Premises, Franchisor shall not be liable for rent or any obligation of Tenant under and by virtue of or in connection with the Lease, and Tenant shall remain liable for such rent and obligations;

5. Tenant and Lessor shall not, by agreement or alone, modify or terminate this lease without

written consent of Franchisor;

6. The parties hereby agree that in the event Lessor files for protection under the Bankruptcy Code, Tenant has the right to assign to Franchisor its right to elect to accede to Lessor's bankruptcy rejection of the Lease; and

7. In order to secure Tenant's performance of the Lease and the Franchise Agreement, and in order to facilitate the agreements between Franchisor and Tenant set forth hereunder, Franchisor shall have an interest superior to Lessor on all Tenant's Trade Fixtures. For purposes of this Assignment, "Trade Fixtures" shall be defined as all merchandise, signs, fixtures, furniture, furnishings, partitions and equipment installed and owned by Tenant.

FRANCHISOR: Blue Cryo Franchise, LLC

By: _____

Print Name: _____

Title: _____

LESSOR: _____
(Name of individual/entity)

By: _____

Print Name: _____

Title: _____

FRANCHISEE: _____
(Name of legal entity)

By: _____

Print Name: _____

Title: _____

FRANCHISE AGREEMENT
EXHIBIT F

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made this date of _____, by and between _____ (the "Franchisee") and _____ (the "Individual") who is the Operator of Franchisee, or a Principal of Franchisee, or a direct family member of a Principal of Franchisee working in the Franchise Business.

BACKGROUND:

D. Blue Cryo Franchise, LLC (the "Franchisor") owns a format and system (the "System") relating to the establishment and operation of an ICEBOX Cryotherapy franchise business.

E. Franchisor and Franchisee have executed a Franchise Agreement (the "Franchise Agreement") under which Franchisor granted Franchisee the right to own and operate an ICEBOX Cryotherapy franchise business (the "Franchise Business") to perform services and distribute products approved by Franchisor, to use the Marks of Franchisor and to operate the Franchise Business under the System in accordance with the Franchisor's Operation Manual, all under the terms and conditions of the Franchise Agreement.

F. The Individual, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's confidential information and trade secrets, including the System and Operations Manual, and Individual must therefore be bound by the same confidentiality and non-compete obligations of Franchisee as set forth in the Franchise Agreement.

IN CONSIDERATION OF THESE PREMISES, the conditions stated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) Confidential Information. Individual shall not, during the term of the Franchise Agreement or after the termination or non-renewal of the Franchise Agreement, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any confidential information, knowledge, or know-how concerning the Operations Manual, the System or the methods of operation of the Franchise Business, which may be communicated to Individual or of which Individual may be apprised by virtue of Individual's relationship to Franchisee or Franchisee's operation under the terms of the Franchise Agreement. Individual shall be required to use care and take all precautions with confidential information of Franchisor as Individual would take with its own confidential information, but under no circumstances less than a reasonable degree of care. Any and all information, knowledge, know-how, and techniques which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Individual can demonstrate came to its attention prior to disclosure thereof by Franchisor; or which, at or after the time of disclosure by Franchisor to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others.

2) Covenants Not to Compete.

a. Individual specifically acknowledges that, pursuant to the Franchise Agreement, and by virtue of his/her relationship with Franchisee, Individual will receive valuable specialized

training and confidential information, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System.

b. Individual covenants and agrees that during the term of Individual's employment with, or ownership interest in, Franchisee, and except as otherwise approved in writing by Franchisor, Individual shall not, either directly or indirectly, for himself or herself or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity:

3) Divert or attempt to divert any business or customer of the Franchise Business or of any other ICEBOX Cryotherapy franchise business using the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Franchisor's Marks and the System;

4) Own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to the Franchise Business or which operates under the System.

c. Individual covenants and agrees that during the Post-Term Period (defined below), except as otherwise approved in writing by Franchisor, Individual shall not, either directly or indirectly, for himself or herself or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity, own, maintain, operate, engage in, or have any interest in any business which is the same as or similar to the Franchise Business or which operates under the System and which business is, or is intended to be, located:

1. At the Franchise Business location or within a ten- (10-) mile radius of the location of the Franchise Business;

2. Within the Exclusive Territory established under the Franchise Agreement; or

3. Within a ten- (10-) mile radius of any other ICEBOX Cryotherapy franchise business using the System as of the commencement of the Post-Term Period.

d. As used in the Agreement, the term "Post-Term Period" shall mean a continuous uninterrupted period of three (3) years from the date of either:

- A transfer permitted under the Franchise Agreement with respect to Individual; or

- Termination of Individual's employment with , and/or ownership interest in, Franchisee as applicable.

5) Injunctive Relief. Individual acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Individual agrees to pay all court costs and reasonable attorneys" fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

6) Third-Party Beneficiary. Individual hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

7) Delay. No delay or failure by the Franchisor or Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any

other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

8) Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, shall be held invalid by any court of competent jurisdiction for any reason, then the Individual agrees that the court shall have the authority to reform and modify that provision in order that the restriction shall be the maximum necessary to protect Franchisor's and/or Franchisee's legitimate business needs as permitted by applicable law and public policy. In so doing, the Individual agrees that the court shall impose the provision with retroactive effect as close as possible to the provision held to be invalid.

9) Definitions. All defined terms not defined herein shall have the same meaning as set forth in the Franchise Agreement.

10) Heirs and Successors. This Agreement shall be binding upon and inure to the benefit of the parties, which includes Franchisor, and their heirs, successors, and assigns.

11) Entire Agreement. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, agreements, representations, and covenants, oral or written. This Agreement may only be modified in writing and signed by all parties hereto.

12) Attorneys' Fees. If Franchisor becomes a party to any action or litigation concerning this Agreement by reason of any act or omission of Franchisee and/or Individual or their authorized representatives and not by any act or omission of Franchisor or any act or omissions of its authorized representatives, Franchisee and/or Individual, as the case may be, shall be liable to Franchisor for reasonable attorneys' fees and court costs incurred by Franchisor in the action or litigation. If any party commences an action against any other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

13) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia; however, if this Agreement concerns a location in a state other than such state and the laws of that state require terms other than those or in addition to those contained herein, then this Agreement shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Agreement or any provision hereof, the imposition of fines or penalties, or the creation of civil or criminal liability on account thereof.

IN WITNESS WHEREOF, the Franchisee and the Individual attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on the day first written above.

FRANCHISEE:	INDIVIDUAL:
_____	_____
By: _____	_____
Print Name: _____	Print Name: _____

FRANCHISE AGREEMENT
EXHIBIT G

STATEMENT OF OWNERSHIP

- Full Legal Name of Franchisee: _____
- Form of Legal Entity: Partnership Corporation LLC
- Franchisee is duly organized and in good standing under the laws of the State of _____.
- Franchisee's Federal Employer Identification Number (EIN) is _____
- The designated point of contact who is the Representative for the Franchisee is:

  Full Legal Name: _____

  Residential Street Address: _____

  _____

  Residential or Cell Telephone Number: _____

The full legal name of each of Franchisee's owners, and all of Franchisee's directors and officers (or managing partners or managing members if Franchisee is a partnership or limited liability company), and each such person's residential address, telephone number, and ownership interest are provided below. Attach additional pages if necessary.

(If any direct or indirect owner of Franchisee is a legal entity rather than an individual, show that legal entity as an owner of Franchisee and state its percentage ownership interest in Franchisee, and also provide the information and documents required in Paragraphs 1-6 above for that legal entity, and the information below for each of that legal entity's owners, and for its directors and officers or managing partners or managing members.)

Owner	Title/Position	Percentage of Ownership
		%
		___%
		%

FRANCHISE AGREEMENT
EXHIBIT H

PERSONAL GUARANTEE, INDEMNIFICATION AND ACKNOWLEDGMENT

In consideration of, and as an inducement to Blue Cryo Franchise, LLC (the "Franchisor") to execute that certain ICEBOX Cryotherapy Franchise Agreement between Franchisor and (the _____("Franchisee") under which Franchisor granted Franchisee the right to own and operate an ICEBOX Cryotherapy franchise (the "Franchise Agreement"), the undersigned guarantor(s), jointly and severally, hereby unconditionally guarantee to Franchisor, and Franchisor's successors and assigns, that all of Franchisee's monetary and other obligations, agreements, duties and covenants under the Franchise Agreement, and any other agreement between Franchisor and Franchisee, will be punctually paid and performed.

Upon demand by Franchisor, the undersigned each hereby jointly and severally agree to immediately make any payment or obligation required of Franchisee under the Franchise Agreement and waive any right to require Franchisor to: (a) proceed against Franchisee for any payment or obligation required under the Franchise Agreement; (b) proceed against any or all other undersigned guarantor(s); (c) proceed against or exhaust any security from Franchisee; (d) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; (e) give notice of demand for any payment or obligation by Franchisee; or (f) give notice of or obtain the undersigned's approval for any renewal, amendment or modification to the Franchise Agreement, or for the assignment of this Guarantee.

The undersigned each further waive: (a) any and all rights accorded to them under the suretyship provisions of applicable state law; (b) the defense of the statute of limitations; and (c) all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guarantee and of the existence, creation, modification of terms, or incurring of new or additional indebtedness of Franchisee to Franchisor. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such modifications and adjustments.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by all of the personal covenants contained in the Franchise Agreement, including, but not limited to, Sections 10 (operational and confidentiality obligations), 18 (post-termination obligations), and 19 (non-compete obligations) of the Franchise Agreement (the "Personal Covenants"). If the undersigned breaches any of his or her Personal Covenants, then the Franchise Agreement shall be deemed to be in default and the Franchisor may exercise its remedies for default under the Franchise Agreement. The undersigned further each acknowledge and agree that this Guarantee does not grant the undersigned any right to use ICEBOX Cryotherapy marks or system licensed to Franchisee under the Franchise Agreement in any manner.

This Guarantee shall <u>not</u> terminate upon the expiration, termination or non-renewal of the Franchise Agreement, such that all obligations and liabilities of the undersigned that arose from events which occurred on or before the effective date of such expiration, termination, or non-renewal shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration, termination, or non-renewal of the Franchise Agreement shall remain in force according to their terms, including the Personal Covenants. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of such guarantor's death; and the obligations of the other guarantors will continue in full force and effect.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Franchise Agreement, and shall be interpreted and construed in accordance with Section 21 of the Franchise Agreement.

The undersigned represents and warrants that he/she is not married, or if so, that the obligations under this Guarantee are incurred in the interest of the undersigned's marriage and that such spouse shall agree to execute this Guarantee and agree to be bound by the same.

IN WITNESS WHEREOF, each Guarantor has signed and delivered this Guarantee as of the date stated below Guarantor's signature:.

GUARANTOR(S)

X:_____ Name _____ Address _____ _____ Date: _____	X:_____ Name _____ Address _____ _____ Date: _____
X:_____ Name _____ Address _____ _____ Date: _____	X:_____ Name _____ Address _____ _____ Date: _____

FRANCHISE AGREEMENT
EXHIBIT I

STATE-SPECIFIC AMENDMENTS

CALIFORNIA

FOR RESIDENTS OF THE STATE OF CALIFORNIA

CALIFORNIA CORPORATIONS CODE SECTION 31125 REQUIRES THAT THE FRANCHISOR GIVE THE FRANCHISEE A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION PRIOR TO A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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.

In addition to the information contained in Item 3 of the Disclosure Document, neither the Franchisor or any person identified in Item 2 of the FDD is 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 that association or exchange. 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.

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

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the Franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires application of the laws and forum of the State of Georgia. This provision may not be enforceable under California law.

California Corporations Code, Section 31125 requires us to give you a disclosure document approved by the Department of Financial Protection and Innovation prior to solicitation of a proposed material modification of an existing franchise.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of the Franchised Business. If the Franchise Agreement is inconsistent with the law, the law will control.

The Franchise Agreement requires you to execute a general release of claims on renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order under this Agreement is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

In accordance with CCR § 310.156.3(a)(3), the Franchisor's URL address is www.IceboxTherapy.com. "OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

The Department of Business Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated that 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.

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.

STATE-SPECIFIC AMENDMENTS

ILLINOIS

FOR RESIDENTS OF THE STATE OF ILLINOIS

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois Law, ILCS 705/19 and 705/20.

Section 41 of the Illinois Franchise Disclosure Act provides states that 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.

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

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

See the last page of this Exhibit for your signature.

STATE-SPECIFIC AMENDMENTS

INDIANA

FOR RESIDENTS OF THE STATE OF INDIANA

Any provision in the release described in Section 1.2 of the Franchise Agreement will exclude liabilities under Indiana Code Section 23-2-2.7.

Section 17.2 of the Franchise Agreement is hereby modified by adding the following sentence as the last sentence thereof: “However, you will not be required to indemnify for any liability caused by your proper reliance on, or use of, procedures or materials we provided, or caused by our negligence.”

STATE-SPECIFIC AMENDMENTS

MARYLAND

FOR RESIDENTS OF THE STATE OF MARYLAND AND FRANCHISES TO BE OPERATED IN MARYLAND

Notwithstanding any provisions in the Franchise Agreement to the contrary, any claims arising out of the Maryland Franchise Registration and Disclosure Law may be brought within the State of Maryland.

Pursuant to COMAR 02.02.08.16L of the Maryland Franchise Registration and Disclosure Law, a general release required as a condition to renewal, sale, and/or assignment/transfer of a franchise shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise. No provision in the Franchise Agreement shall have the effect of reducing the three year period provided under the Maryland statute.

No release, or waiver of liability by a franchisee as a requirement to purchase a franchise shall constitute a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Any acknowledgments or representations of the franchisee made in the franchise agreement which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum as of the dates shown below.

US:	**YOU:**
By: _____ (Date)	_____ (Signature) (Date)
Its: President	_____ (Print Name) (Date)

STATE-SPECIFIC AMENDMENTS

NEW YORK

FOR RESIDENTS OF THE STATE OF NEW YORK

Notwithstanding any provision of the Franchise Agreement, 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 will remain in force, it being the intent of this proviso that the non-waiver provisions of the General Business Law of the State of New York Sections 687.4 and 687.5 be satisfied.

No new or different requirements imposed on you as a result of any changes made by us to its Confidential Operations Manual pursuant to Section 4.5 of the Franchise Agreement or otherwise will place an unreasonable economic burden on you.

Notwithstanding any provision of the Franchise Agreement to the contrary, we will not transfer and assign our rights and obligations under the Franchise Agreement unless the transferee will be able to perform our obligations under the Franchise Agreement, in our good faith judgment, so long as it remains subject to Article 33 of the General Business Law of the State of New York.

Section 17.2 of the Franchise Agreement is hereby modified by adding the following sentence as the last sentence thereof: “However, you will not be required to indemnify for any civil wrong of us.” Notwithstanding Section 18.17 of the Franchise Agreement, the choice of law and venue provisions should not be construed as a waiver of any right conferred on you by the provisions of Article 33 of the General Business Law of the State of New York.

STATE-SPECIFIC AMENDMENTS

WASHINGTON

Washington State Law Appendix

WASHINGTON FRANCHISE AGREEMENT ADDENDUM

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____	_____
FRANCHISOR	FRANCHISEE

FOR RESIDENTS OF ALL STATES LISTED IN THIS ADDENDUM

Notwithstanding Section 18.10 of the Franchise Agreement to the contrary, this Addendum will not be merged with or into, or superseded by, the Franchise Agreement. In the event of any conflict between the Franchise Agreement and this Addendum, this Addendum will be controlling. Except as otherwise expressly set forth in this Agreement, no other amendments or modifications of the Franchise Agreement are intended or made by the parties.

Applicable State or Commonwealth: _____

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum as of the Effective Date of the Franchise Agreement.

US:	**YOU:**
By: _____	_____
Its: President	(Signature)
	_____
	(Print Name)
	_____
	(Signature)
	_____
	(Print Name)

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT B

FINANCIAL STATEMENTS

With respect to the May 31, 2022 financial statements, THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Icebox Franchise
Balance Sheet
As of May 31, 2022

	Total
ASSETS	
Current Assets	
Bank Accounts	
Regions Checking	$ 4,474
Regions Money Market	$ 160,982
Total Bank Accounts	**$ 165,455**
Accounts Receivable	
Accounts Receivable	$ 18,948
Total Accounts Receivable	**$ 18,948**
Other Current Assets	
Due To/From Related Party	$ 66,767
Total Other Current Assets	**$ 66,767**
Total Current Assets	**$ 251,170**
Fixed Assets	
Accumulated Depreciation	$ (3,996)
Furniture and Equipment	$ 25,986
Total Fixed Assets	**$ 21,990**
TOTAL ASSETS	**$ 273,160**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	$ -
Total Accounts Payable	**$ -**
Credit Cards	
Amex	$ 10,969
Total Credit Cards	**$ 10,969**
Other Current Liabilities	
Amex Loan	$ 5,280
Payroll Liabilities	$ 1,062
Retirement Payable	$ 608
Total Other Current Liabilities	**$ 6,950**
Total Current Liabilities	**$ 17,919**
Long-Term Liabilities	
EIDL	$ 51,086
Deferred Revenue	$ 833,974
Total Long-Term Liabilities	**$ 885,060**
Total Liabilities	**$ 902,979**
Equity	
Alia Distribution/Contribution	$ 229,607
Capital Investment	$ 300,014
Retained Earnings	$ (936,062)
Net Income	$ (223,378)
Total Equity	**$ (629,819)**
TOTAL LIABILITIES AND EQUITY	**$ 273,160**

Icebox Franchise
Profit and Loss
January - May, 2022

	Total
Income	
New Franchise Licenses	$ 24,222
Royalty Income	$ 63,669
Technology Fee	$ 17,250
Total Income	**$ 105,141**
Cost of Goods Sold	
Cost of Goods Sold	$ 519
Franchise Commissions	$ 9,048
Franchise Consulting	$ 500
Franchise Technology Costs	$ 4,985
Supplies & Materials - COGS	$ 269
Total Cost of Goods Sold	**$ 15,321**
Gross Profit	**$ 89,821**
Expenses	
Advertising and Promotion	$ 42,768
National Advertising	
National Advertising Fee Collected	$ (15,635)
Total National Advertising	**$ (15,635)**
Total Advertising and Promotion	**$ 27,133**
Automobile Expense	$ 818
Bank Service Charges	$ 1,524
Computer and Internet Expenses	$ 380
Depreciation Expense	$ 13,701
Design Consulting	$ 4,800
Website	$ 1,178
Total Design Consulting	**$ 5,978**
Dues	$ 446
Furniture and Equipment Expensed	$ 2,171
Insurance Expense	$ 4,100
Interest Expense	$ 1,576
Landscaping	$ 65
Legal and Professional	$ 38,069
License	$ 200
Mailing	$ 776
Meals and Entertainment	$ 3,293
Office Supplies	$ 3,330
Payroll Expenses	
Payroll Fee	$ 1,690
Taxes	$ 10,050
Wages	$ 117,268
Total Payroll Expenses	**$ 129,008**
QuickBooks Payments Fees	$ 256

Icebox Franchise
Profit and Loss
January - May, 2022

R&D	$	654
Rent Expense	$	25,530
Repairs and Maintenance	$	85
Software Subscriptions	$	5,787
Telephone Expense	$	1,504
Training	$	38,000
Travel	$	7,877
Uniforms	$	938
Total Expenses	**$**	**313,198**
Net Operating Income	**$**	**(223,378)**
Net Income	**$**	**(223,378)**

BLUE CRYO FRANCHISE, LLC

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT

For the Years Ended
December 31, 2021 and 2020

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HELTON/SCHUETZE
CERTIFIED PUBLIC ACCOUNTANTS, LLC

Lisa D. Helton, CPA
JoAnne D. Schuetze, CPA

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Member
Blue Cryo Franchising, LLC

Opinion

We have audited the accompanying financial statements of Blue Cryo Franchising, LLC, which comprise the balance sheet as of December 31, 2021 and the related statements of income, member's equity (deficit) and cash flows for the year then ended, 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 Blue Cryo Franchising, LLC as of December 31, 2021, and the results of its operations and its cash flows for the year then ended 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Blue Cryo 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.

Prior Period Financial Statements

The financial statements of Blue Cryo Franchising, LLC as of December 31, 2020 were audited by other auditors whose report dated May 10, 2021 expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these 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.

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 Blue Cryo 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.

Auditors' 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 auditors' 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, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

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

- Exercise professional judgement 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 Blue Cryo 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 judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Blue Cryo Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

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

Report on Supplementary Information

Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.

HELTON/SCHUETZE CPA, LLC

Roswell, Georgia
March 29, 2022

BLUE CRYO FRANCHISING, LLC

BALANCE SHEETS

December 31, 2021 and 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents	$ 52,745	$ 18,508
Contracts receivable	44,741	7,061
Prepaid expense	3,243	
Due from related party		2,873
Total Current Assets	100,729	28,442
PROPERTY AND EQUIPMENT		
Vehicles	50,002	50,002
Office equipment	20,364	16,190
	70,366	66,192
Less: accumulated depreciation	(16,236)	(4,178)
Total Property and Equipment	54,130	62,014
TOTAL ASSETS	$ 154,859	$ 90,456

See Independent Auditors' Report. The accompanying notes are an integral part of these financial statements.

LIABILITIES AND MEMBER'S EQUITY (DEFICIT)

	2021	2020
CURRENT LIABILITIES		
Credit card payable	$ 16,962	$ 43,460
Accrued expenses	13,320	8,152
Contract liabilities-current portion	357,832	23,302
Current portion of note payable	15,997	19,426
Total Current Liabilities	404,111	94,340
LONG TERM LIABILITIES		
Contract liabilities	455,364	432,994
Note payable, less current portion	80,433	104,186
Total Long Term Liabilities	535,797	537,180
TOTAL LIABILITIES	939,908	631,520
COMMITMENTS AND CONTINGENCIES	-	-
MEMBER'S EQUITY (DEFICIT)	(785,049)	(541,064)
TOTAL LIABILITIES AND MEMBER'S EQUITY (DEFICIT)	$ 154,859	$ 90,456

BLUE CRYO FRANCHISING, LLC

STATEMENTS OF INCOME

For the Years Ended December 31, 2021 and 2020

	2021	2020
NET REVENUES		
Franchisee license	$ 191,099	$ 279,630
Franchisee royalties	93,805	70,275
Technology fees	23,086	
Total Revenues	307,990	349,905
COST OF SERVICES (See supplemental schedules)	134,238	77,998
Gross Profit (Loss)	173,752	271,907
GENERAL AND ADMINISTRATIVE (See supplemental schedules)	542,716	312,282
Operating Income (Loss)	(368,964)	(40,375)
OTHER INCOME/(EXPENSE)		
Government grant	12,500	5,000
Other income	1,214	1,573
Gain (loss) on sale of assets		6,249
Interest expense	(8,697)	(12,236)
Total Other Income/(Expense)	5,017	586
NET INCOME (LOSS)	$ (363,947)	$ (39,789)

See Independent Auditors' Report. The accompanying notes are an integral part of these financial statements.

BLUE CRYO FRANCHISING, LLC

STATEMENTS OF MEMBER'S EQUITY

For the Years Ended December 31, 2021 and 2020

Member's Equity (Deficit), January 01, 2020	$	(488,119)
Less: member distributions		(13,156)
Net income (loss)		(39,789)
Member's Equity (Deficit), December 31, 2020		(541,064)
Member contributions		119,962
Net income (loss)		(363,947)
Member's Equity (Deficit), December 31, 2021	$	(785,049)

See Independent Auditors' Report. The accompanying notes are an integral part of these financial statements.

BLUE CRYO FRANCHISING, LLC

STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2021 and 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ (363,947)	$ (39,789)
Adjustments to reconcile net income to net cash provided by operating activities:		
Gain (loss) on sale of assets		(6,249)
Depreciation	12,058	9,861
Decrease (increase) in contracts receivable	(37,680)	(4,537)
Decrease (increase) in prepaid expense	(3,243)	
Decrease (increase) in due from related parties	2,873	53,413
Increase (decrease) in credit card payable	(26,498)	1,134
Increase (decrease) in accrued expenses	5,168	6,411
Increase (decrease) in contract liabilities	356,900	(94,629)
Net cash provided by (used in) operating activities	(54,369)	(74,385)
CASH FLOWS FROM INVESTING ACTIVITIES		
Disposal of property and equipment		22,100
Purchase of property and equipment, net	(4,174)	(66,193)
Net cash provided by (used in) investing activities	(4,174)	(44,093)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments to notes payable	(27,182)	110,469
Member contributions	119,962	
Member distributions		(13,156)
Net cash provided by (used in) financing activities	92,780	97,313
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	34,237	(21,165)
CASH AND CASH EQUIVALENTS, Beginning of Year	18,508	39,673
CASH AND CASH EQUIVALENTS, End of Year	$ 52,745	$ 18,508

See Independent Auditors' Report. The accompanying notes are an integral part of these financial statements.

BLUE CRYO FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS

For the Years Ended December 31, 2021 and 2020

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of Blue Cryo Franchising, LLC's significant accounting policies applied in the preparation of the accompanying financial statements follows:

1. Nature of Activities

   Blue Cryo Franchise, LLC (the Company) was organized under the laws of the State of Georgia on June 8, 2018. The Company sells franchises for Icebox Cryotherapy, which is an innovative concept in the health and wellness industry providing customers with cold therapy methods throughout the United States.

2. 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. Certain prior year amounts have been reclassified to conform to the current year financial statement presentation.

3. Cash and Cash Equivalents

   For the purpose of the statement of cash flows, the Company considers all short-term debt securities purchased with an original maturity of three months or less to be cash equivalents. The Company had no cash equivalents at December 31, 2021 and 2020.

4. Allowance for Doubtful Accounts

   Receivables are reported at net realizable value and are considered past due when payments have not been received within 30 days from the date of invoice. Because of the nature of the contracts, a single franchisee can represent a significant portion of contract revenue, gross profit, or contract receivables at any point or period of time. In reviewing aged receivables, management considers their knowledge of franchisees historical losses, and current economic conditions in establishing the allowance for doubtful accounts. At December 31, 2021 and 2020, the Company considered all contracts receivable to be fully collectible. Accordingly, there was no allowance for doubtful accounts. Bad debt expense was $-0- for the years ended December 31, 2021 and 2020.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

5. Property and Equipment

Property and equipment are stated at cost. Major improvements, which extend or improve the lives of existing property and equipment, are capitalized. Expenditures for maintenance and repairs, which do not extend or improve the lives of the applicable assets, are charged to expense as incurred.

Depreciation for property and equipment is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives. The Company uses the straight-line method of depreciation for financial reporting and the modified accelerated cost recovery system (MACRS) method for income tax reporting.

When properties are retired or otherwise disposed of, the asset and accumulated depreciation accounts are adjusted accordingly and any resulting gain or loss is reflected in the statement of income. The estimated useful lives of the classes of assets generally are as follows:

Vehicles	5-7 years
Office equipment	5-7 years

Depreciation expense for the years ended December 31, 2021 and 2020 was $12,058 and $9,861, respectively.

6. Revenue Recognition

The Company derives its revenues from the sale of franchise licenses, which have a fixed fee, and franchise royalty fees, which are based on monthly sales of the franchises. Revenues from franchise license contracts are recognized as the performance obligations are met, based on the allocation of the contract price to the performance obligations. Revenues from the franchise royalty fees are recognized based on the accrual method in the month in which the fee relates. The Company does not have any significant financing components as payment is received at or shortly after the point of sale. Costs incurred to obtain a contract will be expensed as incurred.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

6. Revenue Recognition - Continued

Contracts are sometimes modified through change orders to account for changes in scope. The Company evaluates each change order to determine whether the change in scope creates an additional performance obligation. Due to the integrated nature of the existing work and the extended scope of work, these contract modifications generally do not result in separate performance obligations.

Revenue from performance obligations satisfied at a point in time consists of establishing a franchise location, finalizing site plans, purchasing equipment supplies and inventory, and completing initial training. These contracted obligations are completed at different times and the control transfers to the franchisee at a point in time. The Company tracks these completed items separately and records revenue for each upon completion.

Revenue from performance obligations satisfied over time consists of the supplying continual operations manuals, completing additional training, providing ongoing assistance and granting continuous use of the tradenames, services, and trademarks of the Company. These contracted obligations are recognized over the life of the initial franchise term, or 10 years.

The Company's business rarely gives rise to variable consideration. As a result, estimates of variable consideration are not used and any changes are recognized when they occur.

7. Advertising

The Company follows the policy of charging the costs of advertising to expense as incurred. Advertising expense for the years ended December 31, 2021 and 2020 was $88,370 and $47,097.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

8. Use of Estimates

   The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

9. Income Taxes

   The Company is a single member limited liability company and is a disregarded entity for federal and state income tax purposes. The taxable profits and losses are passed through to its member for income tax reporting purposes.

10. Date of Management's Review

    The Company evaluated subsequent events through March 29, 2022, when these financial statements were available to be issued. The Company is not aware of any significant events that occurred subsequent to the balance sheet date but prior to the filing of this report that would have a material impact on the financial statements.

NOTE B – FAIR VALUE MEASUREMENTS

The Company's financial instruments consist primarily of cash and cash equivalents, accounts receivable, prepaid expenses, credit card payable, accrued expenses and other liabilities, and contract liabilities. The carrying values are considered to be representative of their respective fair values as of December 31, 2021 and 2020. There are no changes in methods or assumptions during the years ended December 31, 2021 and 2020.

NOTE C – CONTRACT ASSETS AND LIABILITIES

Contract assets are defined to include amounts that represent the rights to receive payment for services that have been transferred to the franchisee. As the franchise fees are paid at the signing of the contract, there would be no contract assets. Contract liabilities include the amounts that reflect obligations to provide goods or services for which payment has already been received. Contract assets and liabilities as of December 31, 2021 and 2020 are as follows:

	2021	2020	2019
Contract receivables	$ 44,741	$ 7,061	$ 2,524
Contract assets	$ -	$ -	$ -
Contract liabilities	$ 813,196	$ 456,296	550,925

NOTE D – RELATED PARTY TRANSACTIONS

The Company shares common ownership with Icebox Cryotherapy, LLC. From time to time, the related parties will borrow or lend funds, as needed, to fund operations. Related party receivables were $-0- and $2,874 as of December 31, 2021 and 2020, respectively.

NOTE E – PAYCHECK PROTECTION PROGRAM LOAN FORGIVENESS

In May 2020, the Company applied for and received a $12,500 unsecured loan under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Paycheck Protection Program. Under the program, there was an opportunity for forgiveness of all or part of this loan if specific criteria were met. The Company applied for forgiveness and this loan was forgiven in December 2021 and is included in revenues as a government grant for the year ended December 31, 2021.

NOTE F – NOTES PAYABLE

The Company's long-term debt at as of December 31, 2021 and 2020 consists of the following:

	2021	2020
Unsecured note payable to the SBA due with an interest rate of 3.75% and payments of $244 until maturity in April 2050	$ 51,086	$ 51,110
Note payable to a bank due in 60 installment payments of $778 including interest at a rate of 4.75% until May 2026, secured by a vehicle.	37,142	44,524
Unsecured note payable to a bank due with an interest rate 7.98% and payments of $636 commencing August 2021 until maturity in February 2023	8,202	15,405
Unsecured note payable to a bank due with an interest rate of 1% and payments of $121 until maturity in April 2023	-	12,573
Total	96,430	123,612
Less: current portion	(15,997)	(19,426)
Long-term Notes Payable	$ 80,433	$ 104,186

NOTE F – NOTES PAYABLE - CONTINUED

Future maturities of long term debt are as follows:

Years Ending December 31,	Amount
2022	$ 15,997
2023	10,121
2024	9,484
2025	9,941
2026	5,353
Thereafter	45,534
	$ 96,430

NOTE G – DISAGGREGATION OF REVENUE FROM CONTRACTS

All of the Company's revenue from contracts with customers is recognized within franchise licenses. The following table disaggregates the Company's revenue based on the timing of satisfaction of performance obligations for the year ended December 31:

	2021	2020
Performance obligations satisfied at a point in time	$ 126,950	$ 246,278
Performance obligations satisfied over time	64,149	33,352
Total Net Revenues	$ 191,099	$ 279,630
Performance obligations remaining to be satisfied	$ 813,196	$ 456,296

NOTE H – OPERATING LEASE

The Company leases office space under an operating lease that expires on May 31, 2022. In the normal course of business, it is expected that this lease will be renewed or replaced with an agreement under similar terms. Rent expense was $28,980 and $29,566 for the years ended December 31, 2021 and 2020, respectively. Future minimum lease payments are as follows:

Years Ending December 31,	Amounts
2022	$ 2,960
2023	
2024	
2024	
2025	
Thereafter	
	$ 2,960

NOTE I – CONCENTRATIONS OF CREDIT RISK

The Company maintains its cash balances at local financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to various limits depending on whether the account is interest bearing or not. The Company had no uninsured cash at December 31, 2021 and 2020.

NOTE J – SUPPLEMENTAL DISCLOSURES

There was no cash paid for income taxes for the years ended December 31, 2021 and 2020, respectively.

NOTE K – CONTINGENCIES

The Company is subject to certain contingent liabilities resulting from litigation, claims, and other commitments which arise in the ordinary course of business. Management believes that the probable resolution of such contingencies will not materially affect the financial position, results of operations, or cash flows of the company.

NOTE L – RECENTLY ISSUED ACCOUNTING STANDARDS

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, for reporting leases, which requires an entity that is a lessee to classify leases as either finance or operating and to recognize a lease liability and a right-of-use asset for all leases that have a term of greater than 12 months. Leases of 12 months or less will be accounted for similar to existing guidance for operating leases. The new standard will be effective for annual reporting periods beginning after December 15, 2021, with early adoption permitted, and must be applied using a modified retrospective approach. Management is evaluating the impact this pronouncement will have on the Company's financial statements and related disclosures.

During 2021 and 2020 the Financial Accounting Standards Board issued several other updates to the Accounting Standards Codification which have been incorporated into the accounting records and financial statements of the Company.

NOTE M - RECLASSIFICATIONS

Certain 2020 items may have been reclassified in order to conform to the 2021 financial statement presentation.

SUPPLEMENTARY INFORMATION

BLUE CRYO FRANCHISING, LLC

SCHEDULES OF COST OF SERVICES

For the Years Ended December 31, 2021 and 2020

	2021	2020
Brokerage fees	$ 83,500	$ 61,003
Consulting	36,100	16,995
Technology	13,458	
Supplies and materials	1,180	
TOTAL COST OF SERVICES	$ 134,238	$ 77,998

See Independent Auditors' Report.

BLUE CRYO FRANCHISING, LLC

SCHEDULES OF GENERAL AND ADMINISTRATIVE EXPENSES

For the Years Ended December 31, 2021 and 2020

	2021	2020
Salary and wages	$ 180,287	$ 81,006
Professional fees	106,335	68,346
Advertising and promotion	88,370	47,097
Rent expense	28,980	29,566
Travel	27,374	14,141
Computer and internet	22,272	26,215
Training	18,453	95
Meals and entertainment	14,865	4,991
Depreciation	12,058	9,861
Payroll taxes	10,109	6,937
Auto expenses	8,707	1,524
Office expense	8,286	14,825
Telephone	4,841	
Repairs and maintenance	3,282	
Dues and subscriptions	2,958	
Insurance	2,098	3,885
Bank fees	2,098	1,143
Miscellaneous	1,023	2,650
Taxes and licenses	320	
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	$ 542,716	$ 312,282

See Independent Auditors' Report.

BLUE CRYO FRANCHISE, LLC

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2019
AND FOR THE PERIOD OCTOBER 3, 2018 (DATE OF INCEPTION)
THROUGH DECEMBER 31, 2018

BLUE CRYO FRANCHISE, LLC
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FERRARO
TAX & ACCOUNTING CPA

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INDEPENDENT AUDITORS' REPORT

To the Member
of Blue Cryo Franchise, LLC

We have audited the accompanying financial statements of Blue Cryo Franchise, LLC, which comprise the balance sheet as of December 31, 2019, and the related statements of income, changes in member's equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Blue Cryo Franchise, LLC as of December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

The summarized comparative information presented herein as of and for the year ended December 31, 2018, derived from those unaudited financial statements, has not been audited, reviewed or compiled and, accordingly, we express no opinion on it.

Ferraro Tax & Accounting, CPA LLC

Alpharetta, GA
June 25, 2020

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BLUE CRYO FRANCHISE, LLC
BALANCE SHEETS
DECEMBER 31, 2019 AND 2018

	2019	2018 (unaudited)
ASSETS		
CURRENT ASSETS		
Cash	$ 39,673	$ -
Accounts receivable	2,524	561
Intercompany notes receivable	56,287	-
Total current assets	98,484	561
PROPERTY AND EQUIPMENT	21,533	-
TOTAL ASSETS	120,017	561
LIABILITIES AND PARTNER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable	42,326	-
Payroll taxes payable	1,741	-
Contract liabilities - current portion	23,302	-
Notes payable - current portion	13,144	-
Intercompany notes payable	-	106,545
Total current liabilities	80,513	106,545
LONG TERM LIABILITIES		
Contract liabilities	527,623	-
Total long term liabilities	527,623	-
TOTAL LIABILITIES	608,136	106,545
MEMBERS'S EQUITY		
Retained earnings	(488,119)	(105,984)
TOTAL MEMBER'S EQUITY	(488,119)	(105,984)
TOTAL LIABILITIES AND EQUITY	$ 120,017	$ 561

See accompanying notes to the financial statements.

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BLUE CRYO FRANCHISE, LLC
STATEMENTS OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2019
AND FOR THE PERIOD OCTOBER 3, 2018 (DATE OF INCEPTION)
THROUGH DECEMBER 31, 2018

	2019	2018 (unaudited)
REVENUE		
Franchise licenses	$ 21,716	$ -
Franchise fees	17,698	561
Gross revenue	39,414	561
COST OF SALES		
Franchise brokerage fees	134,608	-
Total cost of sales	134,608	-
GROSS PROFIT	(95,194)	561
OPERATING EXPENSES		
Salaries and payroll taxes	29,068	22,000
Advertising	32,835	35,895
Auto expense	13,596	7,246
Bank charges	138	-
Charitable contributions	2,500	-
Computer & internet expenses	11,438	3,550
Dues & subscriptions	17	-
Entertainment & meals	12,458	6,080
Legal & professional	46,122	25,616
Merchant service fees	327	-
Office supplies	9,908	-
Rent	20,029	-
Travel	16,460	6,158
Website	39,678	
Total operating expenses	234,574	106,545
OPERATING INCOME (LOSS)	(329,768)	(105,984)
NET INCOME	$ (329,768)	$ (105,984)

See accompanying notes to the financial statements.

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BLUE CRYO FRANCHISE, LLC
STATEMENTS OF MEMBER'S EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2019
AND FOR THE PERIOD OCTOBER 3, 2018 (DATE OF INCEPTION)
THROUGH DECEMBER 31, 2018

MEMBER'S EQUITY AT OCTOBER 3, 2018	$ -
Contributions (distributions) to member	-
Net loss	(105,984)
MEMBER'S EQUITY AT DECEMBER 31, 2018 (unaudited)	(105,984)
Adjustment for change in accounting policy	(21,641)
Contributions (distributions) to member	(30,726)
Net loss	(329,768)
MEMBER'S EQUITY AT DECEMBER 31, 2019	$ (486,119)

See accompanying notes to the financial statements.

BLUE CRYO FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2019
AND FOR THE PERIOD OCTOBER 3, 2018 (DATE OF INCEPTION)
THROUGH DECEMBER 31, 2018

	2019	2018 (unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ (329,766)	$ (105,984)
Adjustments to reconcile net income (loss) to net cash used in operating activities:		
Changes in operating assets and liabilities:		
Accounts receivable	(1,963)	(561)
Accounts payable	42,326	-
Contract liabilities	529,284	-
Payroll taxes payable	1,741	-
Net cash used in operating activities	241,620	(106,545)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from note payable, related party	(162,832)	106,545
Distributions to member	(39,115)	-
Net cash used in financing activities	(201,947)	106,545
NET INCREASE IN CASH AND CASH EQUIVALENTS	39,673	-
AT BEGINNING OF YEAR	-	-
AT END OF YEAR	$ 39,673	$ -
SUPPLEMENTAL CASH FLOW DISCLOSURES		
Noncash activity:		
Adjustment to retained earnings for accounting change	$ 21,641	$ -
Transfer of property and equipment and related note payable	(8,389)	-

See accompanying notes to the financial statements.

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SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Blue Cryo Franchise, LLC (the "Company") was organized under the laws of the State of Georgia on October 3, 2018. The Company sells franchises for Icebox Cryotherapy, which is an innovative concept in the health and wellness industry providing customers with cold therapy methods. The initial franchise, located in Alpharetta, GA, opened in 2018.

Use of Estimates

The preparation of the financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses. Actual results could differ from those estimates.

Recent Accounting Pronouncements – Revenue Recognition

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014- 09, "Revenue from Contracts with Customers (Topic 606)". The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Company adopted the new standard effective January 1, 2019, the first day of the Company's fiscal year using the modified retrospective approach.

As part of the adoption of the ASU, the Company elected the following transition practical expedients: (i) to reflect the aggregate of all contract modifications that occurred prior to the date of initial application when identifying satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price; and (ii) to apply the standard only to contracts that are not completed at the initial date of application. Because contract modifications are minimal, there is not a significant impact as a result of electing these practical expedients.

The adoption resulted in a decrease to beginning retained earnings of approximately $21,641 as of January 1, 2019. The adjustment primarily relates to a franchise contract that was signed in November 2017, which is now recognized over the period of the initial franchise term, or ten years. The impact of applying this ASU for the year ended December 31, 2019 primarily resulted in a decrease in franchise fee revenue of approximately $531,734, which is now accounted for as a multiple performance obligation and recognized when the obligations are met or over the life of the initial franchise term.

Revenue Recognition

The Company derives its revenues primarily from the sale of franchise licenses, which have a fixed fee, and franchise royalty fees, which are based on monthly sales of the franchises. Revenues from franchise license contracts are recognized as the performance obligations are met, based on the allocation of the contract price to the performance obligations. Revenues from the franchise royalty fees are recognized based on the accrual method in the month in which the fee relates. The Company does not have any significant financing components as payment is received at or shortly after the point of sale. Costs incurred to obtain a contract will be expensed as incurred.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Revenue Recognition - Continued
Contracts are sometimes modified through change orders to account for changes in scope. The Company evaluates each change order to determine whether the change in scope creates an additional performance obligation. Due to the integrated nature of the existing work and the extended scope of work, these contract modifications are generally not determined to result in separate performance obligations.

All of the Company's revenue from contracts with customers in the scope of Topic 606 is recognized within franchise licenses. The following table disaggregates the Company's revenue based on the timing of satisfaction of performance obligations for the year ended December 31:

	2019	2018 (unaudited)
Performance obligations satisfied at a point in time	$ 10,000	$ -
Performance obligations satisfied over time	11,716	-
Revenue recognized	$ 21,716	-
Performance obligations remaining to be satisfied	$550,925	$21,641

Revenue from performance obligations satisfied at a point in time consists of establishing a franchise location, finalizing site plans, purchasing equipment supplies and inventory, and completing initial training. These contracted obligations are completed at different times and the control transfers to the customer at a point in time. The Company tracks these completed items separately and records revenue for each upon completion.

Revenue from performance obligations satisfied over time consists of the supplying continual operations manuals, completing additional trainings, providing ongoing assistance and granting the continuous use of the tradenames, services, and trademarks of the Company. These contracted obligations are recognized over the life of the initial franchise term, or 10 years.

The Company's business rarely gives rise to variable consideration. As a result, estimates of variable consideration are not used and any changes are recognized when they occur.

Contract assets are defined in the new standard to include amounts that represent the rights to receive payment for services that have been transferred to the customer. As the franchise fees are paid at the signing of the contract, there would be no contract assets. Contract liabilities are defined in the new standard to include the amounts that reflect obligations to provide goods or services for which payment has already been received. Contract liabilities were $550,925 and $0 for the years ended December 3, 2019 and 2018, respectively.

Recent Accounting Pronouncements – Leases
In February 2016 the FASB issued ASU 2016-02, Leases. This update requires the recognition of leased assets and lease obligations by lessees for those leases currently classified as operating leases under existing lease guidance. Short term leases with a term of 12 months or less are not required to be recognized. The update also requires disclosure of key information about leasing arrangements to increase transparency and comparability among organizations. The accounting for lessors does not fundamentally change except for changes to conform and align guidance to the lessee guidance as well as to the new revenue recognition guidance in ASU 2014-09. This update is effective for the Company's fiscal year beginning January 1, 2020. The Company is currently evaluating the impact of the adoption of ASU 2016-02 on the financial statements.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Cash and Cash Equivalents
The Company considers deposits that can be redeemed on demand and investments that have original maturities of less than three months, when purchased, to be cash equivalents.

Trade Accounts Receivable
Trade accounts receivable are recorded at the amount management expects to collect from outstanding balances. Any differences are directly written off to bad debt expense.

Property and Equipment
Property and equipment is recorded at cost. Depreciation of property and equipment is calculated on the straight-line method over the assets' estimated useful lives. At December 31, 2019 the Company acquired a vehicle with a cost of $21,533. There was no accumulated depreciation or depreciation expense as of December 31, 2019. The estimated useful life of the vehicle is 1.5 years.

Advertising Costs
The Company expenses advertising costs as incurred. These costs were approximately $32,835 and $35,895 for the years ended December 31, 2019 and 2018, respectively.

Income Taxes
The Company, as a single member limited liability company, is disregarded for federal, state and local income tax purposes. The taxable profits and losses are passed through to its member for income tax reporting purposes.

Subsequent Events
Management has evaluated subsequent events through June 25, 2020, the date the financial statements were available to be issued.

In December 2019, a novel strain of coronavirus (COVID-19) was reported to have surfaced in China. The World Health Organization has characterized COVID-19 as a pandemic. The spread of this virus has caused business disruption to the Company in February 2020, because the pending contracts that the Company was working on were put on hold due to stay-at-home orders issued by the State of Georgia. The Company expects this matter to negatively impact its results; however, the extent of the impact of COVID-19 on the Company's operational and financial performance will depend on future developments, including the duration and spread of the outbreak and the length of the stay-at-home orders, all of which are highly uncertain and cannot be predicted at this time.

DEBT

The Company has $13,144 outstanding note payable with Regions Bank and has a maturity date of November 2020. Principal and interest payments are due monthly and carry an interest rate of 2.45%. The note payable is secured by the fixed assets of the Company.

RELATED PARTY TRANSACTIONS

The member of the Company is also the sole member of the company doing business as Icebox Cryotherapy, LLC. From time to time, the related parties will borrow or lend funds, as needed, to fund operations. As of December 31, 2019, the Company had an outstanding receivable from Icebox Cryotherapy for $54,675. As of December 31, 2018, the Company had an outstanding payable to Icebox Cryotherapy for $106,545.

CONCENTRATIONS

For the year ended December 31, 2019, the Company had one customer who accounted for approximately 30% of the Company's total contracts entered into during the year, equating to a total of 24 licenses. The customer is an area representative who works closely with the Company and it is reasonable that the relationship will continue due the significant investment and the mutually beneficial relationship.

FRANCHISE DISCLOSURE DOCUMENT- EXHIBIT C

PROSPECTIVE FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Blue Cryo Franchise, LLC ("Franchisor") and you ("you" or "Prospective Franchisee") are preparing to enter into a Franchise Agreement for the operation of an ICEBOX Studio ("ICEBOX Cryotherapy Franchise"). The purpose of this questionnaire is to determine whether any statements or promises were made to you, either orally or in writing that the Franchisor has not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

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

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit attached to it?
   Yes _____ No _____

If no, what parts of the Franchise Agreement do you not understand? (Attach additional pages if necessary)

_____

3. Have you received the Franchise Agreement you are to execute with all the blanks completed?
   Yes _____ No _____

4. If so, on what date did you receive the completed Franchise Agreement? _____

5. Have you received and personally reviewed the ICEBOX Franchise Disclosure Document, which was provided to you?
   Yes _____ No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?
   Yes _____ No _____

7. Do you understand all of the information contained in the Disclosure Document?
   Yes _____ No _____

If no, which parts of the Disclosure Document do you not understand? (Attach additional pages, if necessary)

_____

8. Do you understand that the success or failure of your franchise will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease and other economic and business factors?
   Yes _____ No _____

NOTE: THE FOLLOWING QUESITONS DO <u>NOT</u> RELATE TO INFORMATION YOU MAY HAVE BEEN GIVEN DIRECTLY BY ANY EXISTING <u>FRANCHISEES</u> FOR FRANCHISOR.

9. Has any employee, broker or other person speaking on behalf of Franchisor made any written or oral statement or promise concerning **the actual revenues, profits or operating costs** of an ICEBOX Cryotherapy Franchise?
   Yes _____ No _____

10. Has any employee, broker or other person speaking on behalf of Franchisor made any written or oral statement or promise regarding **the costs you may incur in starting** an ICEBOX Cryotherapy Franchise that is contrary to, or different from, the information contained in the Disclosure Document?
   Yes _____ No _____

11. Has any employee, broker or other person speaking on behalf of Franchisor made any written or oral statement or promise concerning **the likelihood of success** that you should or might expect to achieve from operating an ICEBOX Cryotherapy Franchise?
   Yes _____ No _____

12. Has any employee, broker or other person speaking on behalf of Franchisor made any written or oral statement, promise or agreement concerning **the advertising, marketing, training, support services or assistance that Franchisor will furnish** to you that is contrary to, or different from, the information contained in the Disclosure Document?
   Yes _____ No _____

13. Has any employee, broker or other person speaking on behalf of Franchisor made any written or oral statement, promise or agreement relating to the ICEBOX Cryotherapy Franchise that is contrary to, or different from, the information contained in the Disclosure Document?
   Yes _____ No _____

If you have answered "Yes" to any of questions nine (9) through thirteen (13), please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of the foregoing questions, please leave the following lines blank.

_____

_____

_____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND WE WILL RELY ON THEM.

BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE RESPONDED THRUTHFULLY TO THE ABOVE QUESITONS.

Date: _____

Franchisee: _____

By: _____

Printed Name: _____

Title: _____

[Signature Page for Franchise Disclosure Document – Exhibit C - PROSPECTIVE FRANCHISE DISCLOSURE QUESTIONNAIRE]

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT – D

STATE ADDENDAS

STATE REGULATIONS AND REQUIREMENTS

The following information supplements our Disclosure Document and supersedes any conflicting information contained in the main body of the Disclosure Document:

FOR RESIDENTS OF THE STATE OF CALIFORNIA

CALIFORNIA CORPORATIONS CODE SECTION 31125 REQUIRES THAT THE FRANCHISOR GIVE THE FRANCHISEE A DISCLOSURE DOCUMENT APPROVED BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION PRIOR TO A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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.

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

The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the Franchise. This provision may not be enforceable under California law.

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

In addition to the information contained in Item 3 of the Disclosure Document, neither the Franchisor or any person identified in Item 2 of the Disclosure Document is 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 that association or exchange.

Registration of this franchise in the state of California does not constitute approval, recommendation, or endorsement by the Commissioner of Financial Protection and Innovation.

California Corporations Code, Section 31125 requires us to give you a disclosure document approved by the Department of Financial Protection and Innovation prior to solicitation of a proposed material modification of an existing franchise.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination or non-renewal of the Franchised Business. If the Franchise Agreement is inconsistent with the law, the law will control.

The Franchise Agreement requires you to execute a general release of claims on renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order under this Agreement is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law

(California Corporations Code Sections 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

The financial performance representations in Item 19 of the Franchise Disclosure Document do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating the franchised business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

In accordance with CCR § 310.156.3(a)(3), the Franchisor's URL address is www.IceboxTherapy.com. "OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

FOR RESIDENTS OF THE STATE OF ILLINOIS

The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by Illinois Law, ILCS 705/19 and 705/20.

Section 41 of the Illinois Franchise Disclosure Act provides states that 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.

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

FOR RESIDENTS OF THE STATE OF INDIANA

The release described in Section 1.2 of the Franchise Agreement will exclude liabilities under Indiana Code Section 23-2-2.7.

FOR RESIDENTS OF THE STATE OF MARYLAND AND FRANCHISES TO BE OPERATED IN MARYLAND

Notwithstanding any provisions in the Franchise Agreement to the contrary, any claims arising out of the Maryland Franchise Registration and Disclosure Law may be brought within the State of Maryland. This amends Item 17(v) of the FDD.

Pursuant to COMAR 02.02.08.16L of the Maryland Franchise Registration and Disclosure Law, a general release required as a condition to renewal, sale, and/or assignment/transfer of a franchise shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This amends Item 17(m) of the FDD

Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise. No provision in the Franchise Agreement shall have the effect of reducing the three year period provided under the Maryland statute. This amends Item 17(w) of the FDD.
This Appendix amends the disclosures set out in Item 17 of the Disclosure Document, with respect to franchisees in Maryland.

This addendum applies not only to franchises sold to residents of Maryland but also to franchises to be operated in Maryland

FOR RESIDENTS OF THE STATE OF MINNESOTA

Minn. Stat§ 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat § 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days for notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release. The provisions in the franchise agreement calling for such a release in connection with either a renewal or a transfer of the franchise agreement will not be enforced with respect to franchises governed by Minnesota law.

FOR RESIDENTS OF THE STATE OF NEW YORK

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 SOURCES OF 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 THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT

THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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 WHICH 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, with regard 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, which are 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 10 year period 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 Item 4: Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5: The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for 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;

it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

7. The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by franchisor": However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. 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 upon the franchisee by Article 33 of the General Business Law of the State of New York.

WASHINGTON FRANCHISE AGREEMENT ADDENDUM

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

_____	_____
FRANCHISOR	FRANCHISEE

FRANCHISE DISCLOSURE DOCUMENT - EXHIBIT-E

RELEASE OF CLAIMS
THIS IS A CURRENT FORM THAT IS SUBJECT TO CHANGE OVER TIME.

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

RECITALS

A. Franchisor and Franchisee entered into an ICEBOX Cryotherapy Franchise Agreement dated _____

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

C. Subject to the terms and conditions set forth below, ICEBOX 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.** Franchisee hereby releases Franchisor, its officers, directors, shareholders, and agents, and their respective successors, assigns, heirs, and personal representatives, from all debts, representations, agreements, liabilities, actions, and causes of action of every kind and nature arising out of or relating to the Franchise Agreement between Franchisor and Franchisee, the offer and sale of that franchise and the franchise relationship between the parties.

5. **General**. No amendment to this Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of laws principles. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement. [NOTE: Detail other miscellaneous provisions.]

FRANCHISEE:	Blue Cryo Franchise, LLC
_____	
By:_____	By:_____
Its:_____	Its: CEO
Date:_____	Date:_____

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT F

LIST OF STATE AGENCIES

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Department and Commissioner of the Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	Williams Building, 6th Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 500 St. Paul, MN 55101-2198
New York (State Administrator)	New York State Department of Law Bureau of Investor Protection and Securities	120 Broadway, 23rd Floor New York, NY 10271
New York (Agent)	Secretary of State of the State of New York	41 State Street, Second Floor Albany, NY 12231
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920
South Dakota	Director Division of Securities Division of Securities	445 East Capitol Avenue Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219-3630
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 345 W. Washington Ave., 4th Floor Madison, WI 53703

FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT- G

LIST OF FRANCHISEES AND OTHER FACILITIES-RELATED INFORMATION

1. The following Company Facilities were operating as of December 31, 2021:

YEAR	LOCATION	OWNER	CITY	STATE	PHONE	EMAIL
2012	Buckhead	Blue Cryo Franchise	Atlanta	GA	404-890-7066	buckhead@iceboxtherapy.com

2. The following Franchised Facilities were operating as of December 31, 2021:

YEAR	LOCATION	OWNER	CITY	STATE	PHONE	EMAIL
2021	Tucson	Jeff Cheak Jolene Cheak	Tucson	AZ	520-467-4378	tucson@iceboxtherapy.com
2018	Alpharetta	Don Godon Dana Zettler	Alpharetta	GA	470-268-4655	alpharetta@iceboxtherapy.com
2021	Midtown	Tri Hunyh Brent Bjrerrgaard	Atlanta	GA	470-237-2488	midtown@iceboxtherapy.com
2021	East Cobb	Julie Bernard John Bernard	Marietta	GA	770-694-6568	eastcobb@iceboxtherapy.com
2021	Peachtree Corners	Adam Harrell Katie Harrell	Peachtree Corners	GA	678-284-2570	Peachtree corners@iceboxtherapy.com
2021	Woodstock	Don Godron Dana Zettler	Woodstock	GA	470-362-9004	woodstock@iceboxtherapy.com
2021	South Reno	Chris Guzman Andrea Guzman	Reno	NV	775-453-1673	southreno@iceboxtherapy.com
2021	Short Hills	John McNulty	Short Hills	NJ	856-306-5610	shorthills@iceboxtherapy.com
2021	Frisco	Burt Winter	Frisco	TX	469-573-3999	frisco@iceboxtherapy.com
2021	Sugar Land	Emilio de Cardendas	Sugar Land	TX	281-207-6111	sugarland@iceboxtherapy.com

3. The following Franchisees have signed Franchise Agreements, but Facility not open as of December 31, 2021:

NO. OF UNITS	LOCATION(S)	OWNER	STATE	PHONE	EMAIL
2	North Scottsdale Scottsdale	Jeff Cheak Jolene Cheak	AZ	623-401-2732	northscottsdale@iceboxtherapy.com
1	Fort Meyers	James Manning	FL	717-557-9896	fortmyers@iceboxtherapy.com
1	Cumming	Jessica Ramskogler Scott Ramskogler	GA	678-845-5955	cumming@iceboxtherapy.com
5	TBD	Brian Bolcar Ned Bolcar Dana Connelly	NJ	917-446-8594	bbolcar@yahoo.com
1	Charlotte	Brad Maynard Karen Maynard	NC	317-410-6203	ballantyne@iceboxtherapy.com
2	Huntersville	Chloe Slattery Ryan Slattery	NC	704-616-8267	lakenorman@iceboxtherapy.com
1	Westerville	Erin Trease	OH	614-568-1266	westerville@iceboxtherapy.com
1	Columbia	Jennifer Hooks John Hooks	SC	803-360-8182	columbia@iceboxtherapy.com
1	Nashville	Don Godron	TN	470-362-9004	woodstock@iceboxtherapy.com
1	San Antonio	Jenay Garcia Jason Garcia	TX	210-542-8688	lacantera@iceboxtherapy.com

4. Franchise Agreement Terminated – After Facility Opened

YEAR	LOCATION	OWNER	CITY	STATE	PHONE	EMAIL

5. Franchise Agreement Transferred – Before Facility Opened

NO. OF UNITS	OWNER	LOCATION(S)	STATE	PHONE	EMAIL
1	DJ and Emily Fuchs	Alpharetta	GA	636-346-5439	Djf2580@gmail.com

LIST OF FRANCHISEES NO LONGER IN THE SYSTEM

NONE

FRANCHISE DISCLOSURE DOCUMENT - EXHIBIT-H

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FRANCHISE DISCLOSURE DOCUMENT- EXHIBIT I

MULTI UNIT AGREEMENT

This Agreement is made and entered into on this date: _____, by and between BLUE CRYO FRANCHISE, LLC, a Georgia limited liability company (hereinafter referred to as "Franchisor") and _____, (hereinafter referred to as "Developer").

WHEREAS, Franchisor has expended time, effort and money to design and develop studios under the name of "ICEBOX Cryotherapy " and "ICEBOX Studios" (hereinafter collectively referred to as "ICEBOX"), and

WHEREAS, Franchisor is the sole and exclusive owner of the ICEBOX system, which it licenses to Developers (the "Licensed Rights").

WHEREAS, Developer desires to develop ICEBOX Studios throughout the Exclusive Area designated in Section One hereunder, to select specific sites and upon acceptance of such site locations by Franchisor, to enter into Franchise Agreements (the "Franchise Agreement") pursuant to which Developer will construct ICEBOX Studios, be granted a license to use the ICEBOX name and the Licensed Rights, and to operate an ICEBOX Studio in accordance with the standards of the Franchisor.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein and the payments and transfers hereinafter provided for and to evidence the agreement of the parties, it is hereby agreed as follows:

SECTION ONE
EXCLUSIVE MULTI UNIT SCHEDULE

1.1 Subject to and in accordance with the terms and conditions of this Agreement, the Franchisor hereby grants to Developer the exclusive right to develop and operate ICEBOX Studios (the "ICEBOX Studios") within the territorial boundaries of _____ _____ (the "Exclusive Area").

1.2 Subject to the terms and conditions set forth herein, this grant of development rights for the Exclusive Area provides Developer with the right to select proposed sites (subject to Franchisor's written approval, which will not be unreasonably withheld), and to construct and operate ICEBOX Studios upon such sites. The Franchisor will grant to Developer franchises for the ownership and operation of ICEBOX Studios located within the Exclusive Area and, during the term hereof, will not operate (directly or through an affiliate), nor grant a franchise to other than Developer for the operation of, any ICEBOX Studio to be located within the Exclusive Area.

1.3 Developer agrees that development of ICEBOX Studios within the Exclusive Area shall be in accordance with the following development schedule:

No. of ICEBOX Studios	To Be Open on or Before
1st location	_____
2nd location	_____
3rd location	_____
4th location	_____

After the opening of the ____ Location, Developer shall have fulfilled its development obligations under this Agreement if at all times it has not less than _____ operating ICEBOX Studios in the Exclusive Area. Developer shall have the right to open ICEBOX Studios in the Exclusive Area in excess of the minimum of ___ described above, provided that Developer complies with the Franchisor's site approval provisions, signs a Franchise Agreement for each and pays the associated franchise fee. After the expiration or termination hereof, the Franchisor may operate, directly or through an affiliate, or franchise others to operate, ICEBOX Studios within the Exclusive Area, provided that such ICEBOX Studios do not violate any exclusive zones granted in Franchise Agreements signed by Developer.

1.4 In the event Developer fails to timely meet the above development schedule, Developer shall forfeit the exclusive rights to develop additional ICEBOX Studios in the Exclusive Area pursuant to this Agreement. The provisions of this Section 1.4 shall not affect the terms of, or the rights of the parties under, any ICEBOX Franchise Agreement for any locations under construction or any locations which are open and operational.

SECTION TWO
DEVELOPMENT OBLIGATIONS

2.1 In order to carry out its obligations to the Franchisor hereunder, which Developer acknowledges are of material importance to Franchisor, Developer agrees to the following development procedures:

1. Developer shall submit to Franchisor a written request for approval of a proposed site, and shall provide to Franchisor such information as Franchisor may reasonably request with respect to such proposed site.

B. Franchisor shall render its final decision as to whether or not to approve the proposed site, in writing, within 30 days after Franchisor's receipt from Developer of all information reasonably requested by Franchisor for purposes of making such determination, which notice shall include the Franchise Agreement for said site executed by Franchisor, if the site is approved. In approving or disapproving the proposed site, the Franchisor may reasonably consider such matters as it deems material, including, without limitation, the demographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, the proximity of other businesses, including competition and other ICEBOX locations, and other commercial characteristics. Approval of a proposed site shall not be unreasonably withheld by Franchisor. If Developer shall have failed to obtain lawful possession of an approved site (through acquisitions or leasing) within 60 days of Developer's receipt of the Franchisor's approval of such proposed site, the Franchisor may, at its sole discretion, withdraw approval of such proposed site.

C. Acceptance of a proposed site shall be specifically contingent upon Developer executing an ICEBOX Franchise Agreement for said site, in the form then being used by the Franchisor, subject to the modifications set forth herein.

D. Developer shall then perform its construction obligations in accordance with the requirements of the Franchise Agreement for such site location.

2.2 Unless sooner terminated, this Agreement and all development rights granted hereunder shall expire six months after the date that the last franchised unit is scheduled to open pursuant to the development schedule set out above in Section 1.3. Should Developer desire to extend this Agreement, Developer shall notify the Franchisor in writing of its desire to do no, no less than 120 days before the scheduled expiration date hereof. In such event, and provided that Developer has complied with each and every obligation under this Agreement, and is not in default under any of its Franchise Agreement, the Franchisor will negotiate with Developer for the terms of such an extension, requiring a new development schedule and new fees to be paid, for the additional franchised locations to be opened.

SECTION THREE
FEES

Developer agrees to pay Franchisor a development fee of _____ ($_____) dollars, due upon execution hereof. This amount represents the entire Initial Franchise Fee due for the first unit and 50% of the remaining franchise fees for franchised Studios to be developed under the development schedule set out in Section 1.3 above. The remaining 50% of each franchise fee will be paid in full upon execution of the Franchise Agreements for these units.

This payment is non-refundable, and Developer shall not be entitled to any refund if this Agreement is terminated before Developer opens one or more of the franchised units described in the development schedule.

SECTION FOUR
LIMITATIONS

A. This Agreement grants Developer the limited right to select sites for proposed ICEBOX Studios within the Exclusive Area, and does not include the grant of a license to the ICEBOX trademarks, service marks, system or Licensed Rights, which will be granted to Developer only through the individual Franchise Agreements.

B. Nothing contained in this Agreement shall be construed to vest in Developer any right, title or interest in or to the Licensed Rights, the goodwill now or hereafter associated therewith, or any right in the design of any ICEBOX Studios other than the rights and licenses expressly granted herein and the right to use the Licensed Rights as derived from the Franchise Agreement. Any and all goodwill associated with the Licensed Rights shall inure directly and exclusively to the benefit of, and is the property of, the Franchisor.

C. Developer shall not incorporate any of Franchisor's trade names, including but not limited to "ICEBOX", or words similar thereto in any trade name or firm name of Developer or in any corporate name.

D. Developer shall not represent nor hold itself out as an agent, legal representative, partner, subsidiary, joint venture or employee of the Franchisor. Developer shall have no right or power to, and shall not bind or obligate the Franchisor in any way, manner or thing whatsoever, nor represent that it has any right to do so.

E. The covenants set forth in this Section shall survive the termination or expiration of this Agreement.

SECTION FIVE
SERVICES BY FRANCHISOR

5.1 The Franchisor agrees during the term of this Agreement to use its best efforts to maintain the high reputation of ICEBOX and in connection therewith, to make available to Developer the following:

A. The benefit of Franchisor's real estate and lease evaluation experience and aid in site selection;

B. Franchisor's regular and continuing supervisory services, rendered by personal visit or telephone, or by newsletter or bulletin as Franchisor may deem necessary or appropriate;

C. Such other resources and assistance as may hereafter be developed and offered by Franchisor to Developer.

SECTION SIX
ASSIGNMENT

6.1 This Agreement may be assigned by Developer and shall inure to the benefit of any assignee or other legal successor to the interest of Developer, only with the prior written consent of Franchisor, which shall not be unreasonably withheld. The Franchisor may withhold such consent if the proposed purchaser does not meet the Franchisor's standards for new franchisees, as more particularly described in the Franchisor's Franchise Agreement. Developer may not assign its rights under this Agreement while Developer is in breach of this Agreement, nor may Developer assign before Developer has opened its first ICEBOX Studio, nor may Developer transfer its rights under this Agreement without also transferring its rights under any and all Franchise Agreements that Developer may then have with the Franchisor. In such event, any transfer by Developer and approved by the Franchisor shall require a transfer fee of $5,000.00 if transferee is an existing ICEBOX franchisee. If the transferee is new to the System, the transfer fee is equal to the then- current initial franchise fee charged for all Franchise Agreements called for to be executed upon the full development of the development schedule set out above –Developer may assign this Agreement to a corporation in which Developer owns a controlling interest, without payment of the transfer fee, provided that any transfer of ownership interests in such a corporation that would result in Developer owning less than 50% of the voting interests in such an entity will require the consent of the Franchisor, as described above, and the payment of the transfer fee.

6.2 This Agreement may be assigned by the Franchisor and shall inure to the benefit of any assignee or other legal successor to the interest of the Franchisor herein.

SECTION SEVEN
DEFAULT AND TERMINATION

7.1 **By the Franchisor.** The Franchisor may terminate this Agreement, effective upon delivery of a notice of termination to Developer, if:

A. Developer fails to meet its development requirements set forth in Section One hereof; or

B. Developer fails to comply with any other provisions of this Agreement and does not correct such failure within twenty-one (21) days after written notice of such failure to comply (which shall describe the action that Developer must take to correct such failure) is delivered to Developer.

C. Any Franchise Agreement entered into by Developer pursuant to this Agreement is terminated by the Franchisor, due to a breach of that Agreement by Developer.

7.2 Upon termination, cancellation or expiration of this Agreement, or upon expiration of the term thereof, Developer agrees as follows:

A. To cease any activities in connection with the development of ICEBOX and/or ICEBOX Studios, except pursuant to existing Franchise Agreements; and

B. All rights, claims and indebtedness which may accrue to Franchisor prior to termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement and be enforceable.

7.3 By Developer. If Developer is in substantial compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure such breach within twenty-one (21) days after written notice thereof is delivered to the Franchisor, Developer may terminate this Agreement. Such termination shall be effective ten (10) days after delivery of the Franchisor of notice that such breach has not been cured and Developer elects to terminate this Agreement. In the event this Agreement is terminated pursuant to this Section 7.3, however, Developer shall receive no refund of any amount paid to the Franchisor prior to the date of any such termination.

SECTION EIGHT
ACKNOWLEDGEMENTS

8.1 Developer hereby acknowledges the following:

A. It has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves business risks making the success of the venture largely dependent upon the business abilities of Developer, and Franchisor expressly disclaims the making of, and Developer acknowledges that it has not received or relied upon, any warranty or guaranty, expressed or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement.

B. It has no knowledge of any representations by the Franchisor or its offices, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein.

C. Developer hereby acknowledges that it has received, read and understood this Agreement and the attachments hereto, and that Developer has had the opportunity to meet with the Franchisor to ask questions of and receive answers about the Franchisor and to obtain additional information for verification purposes.

D. That Developer has carefully read and understands the terms of this Agreement, and has, to the extent Developer felt necessary, discussed its requirements and other applicable limitations with its counsel.

E. Developer, together with its advisers, has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the ICEBOX Studio and making an informed investment decision with respect thereto.

F. Developer is aware of the fact that other present or future Developers of Franchisor may operate under different forms of agreement, and consequently that Franchisor's obligations and rights with respect to its various Developers may differ materially in certain circumstances.

SECTION NINE
MISCELLANEOUS - GENERAL PROVISIONS

9.1 The validity and effect of this Agreement are to be governed by and construed and enforced in accordance with the laws of the State of Georgia.

The parties agree that any action brought by either party against the other party in connection with any rights or obligations arising out of this Agreement, or relating in any way to the relationship of the parties hereto, shall only be instituted and maintained in United States District Court for the Northern District of Georgia, Atlanta Division, or in the Superior Court of FULTON County, Georgia; either party to this Agreement named as a defendant in an action brought in connection with this Agreement in any other court outside of the above-designated county or district shall have the right to have the venue of said action changed to the above-designated county or district, or, if necessary, have the case dismissed, requiring the other party to refile said action in an appropriate court in the above-designated county or federal district. If either party is not a resident of, or does not maintain a presence in Georgia, then such party hereby agrees to submit personally to the jurisdiction of a court of competent subject matter jurisdiction located in Georgia, in the above-designated county or federal district. The parties acknowledge that this Agreement is executed in, and that a material portion of Franchisee's and Franchisor's obligations under this Agreement are to be performed in, the above-designated state and county and federal district. Nothing in this paragraph, however, shall prevent Franchisor from being able to obtain injunctive or other equitable relief from any court of competent jurisdiction.

9.2 If any provisions of this Agreement or the application of any provision to any person or to any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of Franchisor and Developer that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

9.3 The failure of either party hereunder to insist upon strict compliance by either party with its obligations hereunder shall not, and no custom or practice of the parties at variance with the terms hereof shall, constitute a waiver of either party's right to demand exact compliance with the terms hereof.

9.4 Time is of the essence of this Agreement.

9.5 All notices hereunder shall be in writing and shall be duly given if hand delivered, sent by certified mail, postage prepaid, or by overnight delivery by a reputable national courier service such as Federal Express or Airborne, addressed:

1. If to the Franchisor to: Blue Cryo Franchise, LLC.
7000 Central Pkwy
Suite 1100
Atlanta, GA 30328
Attn: Alia Alston

with a copy to: E. Thomas Branch Jr.
2970 Clairmont Road, Suite 575
Atlanta, GA 30329

B. If to Developer at: _____

_____

or at such other address as Franchisor and Developer shall specify by notice to the other party hereunder. Notice given as aforesaid shall be deemed received on the date of actual receipt.

9.6 This Agreement constitutes the entire Agreement between Franchisor and Developer and supersedes all prior negotiations, commitments, representations and the undertakings of the parties with respect to the subject matter hereof. No change, termination or attempted waiver of any provisions of this Agreement shall be binding upon the parties hereto unless in writing and signed by Franchisor and Developer.

9.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The paragraph headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect any provision thereof. Each pronoun used herein shall be deemed to include the other number and gender.

9.8 Both parties agree that during the term of this Agreement and any Franchise Agreement between the parties, neither party will recruit, solicit or hire any employee of the other (including future employees thereof) who is at that time employed, or has within the preceding six (6) months been employed, by the other, without first receiving the written consent of the other party.

9.9 It is mutually agreed and understood that in the event it shall become necessary for either party to enforce any provision of this Agreement, or any agreement arising hereunder, by legal action or to employ an attorney for collection of any monies due arising in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, arbitration, judicial and appellate court costs and other costs of such proceeding as determined by the Court or arbitrator, and the cost to negotiate a settlement of claims.

IN WITNESS WHEREOF, the parties have executed this Agreement and have hereunto set their hands and seal.

Blue Cryo Franchise, LLC

By:_____

_____
Alia Alston CEO

DEVELOPER:

_____
By:

_____
Print Name and Title

INDIVIDUAL GUARANTY
(USE FOR CORPORATE, PARTNERSHIP OR OTHER ENTITY DEVELOPER)

This Guaranty is to the Multi Unit Agreement between Blue Cryo Franchise, LLC. ("Franchisor") and _____ ("Developer") dated:_____.

1. The undersigned agree, individually and on behalf his or her spouse, to personally and unconditionally guarantee the performance of Developer under the Multi Unit Agreement and to perform all obligations under that Agreement on default by Developer. The undersigned further agree to pay any judgment or award against Developer obtained by Franchisor. Guarantor(s) are also bound by covenants of the Agreement that by their nature or terms survive the expiration or termination of the Agreement, including but not limited to non-competition, indemnity and non-disclosure provisions.

2. Guarantor(s) have consulted legal counsel of their own choosing as to their responsibilities and liabilities under this Guaranty.

3. Guarantor(s) agree that:

    a. Liability under this Guaranty is joint and several;
    b. Each will render any payment or performance required under this Guaranty on demand, if Developer fails or refuses punctually to do so;
    c. Each will individually comply with the provisions and all subsections of the Agreements and associated documents;
    d. Liability is not contingent or conditioned on Franchisor's pursuit of any remedies against Developer or any other persons; and
    e. Liability is not affected by any extension of time, acceptance or part performance, release of claims, or other compromise that Franchisor may grant.
    f. Each waives acceptance by Franchisor; waives notice of demand, and waives protest and notice of default, except as may be required by the Franchise Agreement.

(Signatures appear on following page)

Dated on this day: _____.

(Set forth the name, address and percentage ownership of each owner of Developer, their spouse and their percentage ownership, if applicable):

G. NAME	ADDRESS	PERCENTAGE
_____ Signed _____ Printed	_____ _____	_____
_____ Signed _____ Printed	_____ _____	_____
_____ Signed _____ Printed	_____ _____	_____

STATE 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 Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	
Hawaii	
Illinois	
Indiana	September 13, 2021
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

ITEM 23. RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Blue Cryo Franchise, LLC ("ICEBOX") offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, ICEBOX or its affiliate in connection with the proposed franchise sale or grant. Iowa, New York, Oklahoma and Rhode Island require that ICEBOX gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan and Washington require that ICEBOX gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or payment of any consideration, whichever occurs first.

If ICEBOX 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 those state administrators listed on Exhibit F.

The franchisor is Blue Cryo Franchise, LLC dba, ICEBOX Cryotherapy located at 7000 Central Pkwy, Atlanta, GA 30328. Its telephone number is 404-247-9328.

Issuance Date: April 215, 2022. See state effective dates page for state effective dates.

ICEBOX franchise sellers involved in offering and selling the franchise to you are listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement: Alia Alston and Vicktoria White Healy, Blue Cryo Franchise, LLC, 7000 Central Pkwy, Suite 1100, Atlanta, GA 30328, (404) 375-3816 or 404-474-2754.

ICEBOX authorizes the respective state agencies identified on Exhibit F to receive service of process for ICEBOX in the particular state.

I have received a disclosure document with an issuance date of April 25, 2022, that included the following Exhibits:

A	Franchise Agreement	E	Release of Claims
B	Financial Statements	F	Agent for Service of Process
C	Disclosure Questionnaire	G	List of Franchisees
D	State Addenda	H	Training Manual Table of Contents
		I	Multi Unit Agreement

Date: _____

(Do Not Leave Blank)

_____

(Print Name of Prospective Franchisee {For entity})

By: _____

Its: _____

Signature: _____

_____

(Print Name of Prospective Franchisee {For Individuals})

Signature: _____

Copy for Prospective Franchisee

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		I	Multi Unit Agreement

Date: _____ _____

(Do Not Leave Blank) (Print Name Above of Prospective Franchisee {For entity})

By: _____

Its: _____

Signature: _____

_____

(Print Name Above of Prospective Franchisee {For Individuals})

Signature: _____

Copy for ICEBOX