FRANCHISE DISCLOSURE DOCUMENT

INLIFE WELLNESS USA, LLC
a Texas limited liability company
6814 Snider Plaza
Dallas, Texas 75205
(469) 403-0210
scott@inlifewellness.com
https://inlifewellness.com

As an inLIFE Wellness® franchisee, you will operate boutique fitness studio specializing in Reformer Pilates.

The total investment necessary to begin operation of an inLIFE Wellness® franchised business is $238,280 to $452,670. This includes the $87,880 to $111,820 that must be paid to the franchisor or its affiliates. The total investment necessary to enter into an area development agreement ranges from $684,840 to $1,328,010 (numbers based on a 3-territory area development agreement, the minimum to enter into an area development agreement). This includes the $233,640 to $305,460 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Scott Capelin at scott@inlifewellness.com and (469) 403-0210.

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

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

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

Issuance Date: January 31, 2026, as amended February 5, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit "C."
How much will I need to invest?	Items 5 and 6 list fees that 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 inLIFE Wellness ® 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 inLIFE Wellness® franchisee?	Item 20 or Exhibit "C" 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 "E."

Your state may also 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. **<u>Out-of-State Dispute Resolution</u>.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. 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 Texas 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.

TABLE OF CONTENTS

ITEM NO. PAGE NO.

EXHIBITS

FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

The name of the franchisor is INLIFE WELLNESS USA, LLC. In this disclosure document INLIFE WELLNESS USA, LLC is referred to as "we" or "us" or "our" or "inLIFE Wellness"; "franchisee," "you" or "yours" means the person or persons, individually and collectively, who buys the franchise from us and includes the current and future owners of a franchisee that is a corporation, partnership, or other entity.

Our limited liability company was organized on October 23, 2023, in the state of Texas under the name INLIFE WELLNESS USA, LLC. Our principal place of business is 6814 Snider Plaza, Dallas, Texas 75205.

Our agents for service of process in various states are disclosed in Exhibit "D."

Franchisor's Business Activities

In addition to franchising the inLIFE Wellness brand, we operate a business similar to the one you will operate. INLIFE WELLNESS USA, LLC is part of a well-established global brand and franchise system operating in Australia. We do not do business under any name other than INLIFE WELLNESS USA, LLC or inLIFE Wellness®.

As of the date of this disclosure document, we have not offered for sale or sold franchises in any other line of business. We began offering and selling franchises under the inLIFE Wellness brand in January 2025.

Parent

Our parent, INLIFE WELLNESS FRANCHISE PTY LTD., an Australian company, was organized on August 4, 2021, in Australia. Its principal place of business is 43 Dandarbong, Avenue, Bangor NSW, Australia 2234. Our parent has operated an inLIFE Wellness business similar to the one you will operate since 2019. Additionally, our parent has engaged in franchising the inLIFE Wellness business since August 2021, selling 32 franchises during that time.

Affiliates

Our affiliate Reformer Pilates Machines Australia was organized on October 19, 2022, in Australia. Its principal place of business is 43 Dandarbong, Avenue, Bangor NSW, Australia 2234. This affiliate is the exclusive supplier for our Reformer Pilates machines and does not conduct an inLIFE Wellness business. Our affiliate has not offered or sold franchises in this line of business or any other line of business.

We have no other parents, predecessors or affiliates required to be disclosed in this Item.

Franchise Offered

We license and train others to operate inLIFE Wellness® businesses. As an inLIFE Wellness® business you will operate a fitness studio specializing in offering Reformer Pilates classes and other exercise modalities. The grant of a franchise authorizes you to engage in our complete system under the name inLIFE Wellness® and other proprietary marks.

For qualified franchisees, we grant the right enter into an area development agreement with us for the development of additional franchise units (see Exhibit "G"). The size of the development area, the number of units to be developed, and the development schedule are negotiable but there is a minimum of 3 required to enter into the area development agreement. You will be required to sign our then-current franchise agreement for each unit as developed, which terms may differ from the current franchise agreement included with this FDD. Unless specifically stated otherwise, the disclosures for an area development are the same as for a single unit.

General Description of Market and Competition
The general market for Pilates studios and gym services is well-developed and competitive. You will typically compete with other established Pilates studios, gyms, or fitness centers. There are many of these competitors from large national chains to small independent operators. You may also encounter competition from other inLIFE Wellness® franchises operated by us or other franchisees outside your territory.

Laws and Regulations
There are no laws or regulations specific to the Pilates industry. You are required to follow all laws and regulations that apply to business generally. You must investigate local zoning rules because they may limit where you can locate your franchise business and may affect the design features including the building façade and signs. In many jurisdictions, you will also be required to obtain a sign permit.

Some jurisdictions have passed laws that require businesses to pay their employees a higher minimum wage than what is required under federal law, which laws may disproportionately affect franchised businesses.

The details of state, county and local laws and regulations vary from place to place. It is your responsibility to research these matters. Please be aware that the changes in these laws may increase the cost of operating your business.

ITEM 2
BUSINESS EXPERIENCE

Scott Capelin – CEO; Director
Scott Capelin is our CEO. He has held this position since our inception in October 2023. Scott is also CEO and Director of our parent, INLIFE WELLNESS FRANCHISE PTY LTD, and has held this position since July 2019.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item

ITEM 5
INITIAL FEES

Initial Franchise Fee
On the signing of the franchise agreement, you must pay an initial franchise fee of $40,000. The initial franchise fee is uniform for all franchisees and is payable in a lump sum upon signing the franchise agreement.

Deposit Agreement
In addition, prior to signing a franchise agreement, you may sign a deposit agreement (Exhibit "H") to reserve your franchise for 60 days. The non-refundable deposit fee is $5,000 for a standard franchise, which is applied to the initial franchise fee if you purchase a franchise and sign a franchise agreement. This option is available only after you have had this disclosure document for at least 14 calendar days or 10 business days as applicable.

Required Purchases from the Franchisor or an Affiliate
All franchisees initially purchase their Reformer Pilates machines from our affiliate at a cost of $47,880 to $71,820 payable in one lump sum at the time you place your order. Each franchisee is required to have between 12 and 18 Reformer Pilates machines.

Initial Training
There is no training fee for up to 6 attendees, which must include owners and key personnel (one of which is your designated manager). You will be responsible for covering the cost of travel, food, and lodging for your attendees to attend the initial training.

Opening Assistance Fee
We do not provide you with opening assistance. If you request opening assistance, you will be charged our then-current fee for additional in-person assistance, which is currently $500 per person per day.

Area Development Agreement
If you enter into an area development agreement, the initial franchise fee for each unit to be developed is $30,000. You must pay an upfront development fee equal to $30,000 for the first unit and $15,000 for each additional unit to be developed, which is credited towards the $30,000 initial franchise fee of each franchise as developed. You will pay the remaining $15,000 of the initial franchise fee for each unit as developed, and you must sign the then-current franchise agreement. You must purchase at least a 3-unit development to become an area developer.

Uniformity and Refunds
In the last fiscal year, we offered to finance the purchase of the reformer Pilates machines for one franchisee, but we are not offering this to franchisees moving forward. These costs and fees are uniform and are non-refundable for all franchisees.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty[1]	$2,900 per month	Payable on the 1st of every month paid monthly in advance	We require royalties to be paid in accordance with our electronic funds transfer or automatic withdrawal program as developed. The first royalty payment is due the earlier of the 1st of the month you are scheduled to open, or 12 months from signing the franchise agreement.
Special Purposes Fund Fee[1]	$400 per month	Payable on the 15th of each month	See Note 3.

Late Charges[1,7]	$25 per day	Payable with royalty or upon billing	Charges begin to accrue after the due date of any required payment or report. You will be charged $25 per day for each late fee or report (up to $500 per late fee).
Non-Sufficient Fund Fees[1,7]	$50 per bounced check or insufficient or disputed draft	Payable with royalty or upon billing	If this fee is higher than what is allowed under state law, the fee will be reduced to the maximum allowed by state law (see state specific addendum)
Interest Charges[1]	10% interest or maximum rate permitted by state law, whichever is less	Payable with royalty or upon billing	Interest begins to accrue after the due date of any required payment or report.
Sales or Use Tax[1]	Sum equal to tax imposed	Upon billing	If a sales, use, or value added tax is assessed on fees you pay to us, you must also pay us the applicable tax when invoiced.
Audit Charge[1]	Cost of audit	Upon billing	Payable only if an audit shows an understatement of 2% or more of the amounts owing to us or an affiliate for the period audited, or records are unorganized or unavailable.
System Non-Compliance Fines and Charges[1,4,7]	$300 for the first violation; $500 for the second violation; and $1,000 for the third and subsequent violations	As incurred	See Note 4.
Technology Fee[1,7]	Currently $0	Payable with royalty or as otherwise established	At this time we do not charge a technology fee but reserve the right to do so in the future. We may increase the fee to account for increased costs and new technologies/ This fee may also be paid to a third party..
Replacement Training[1,7]	$500 per day, per person	Prior to training	Any new operating principal or key personnel must complete the initial training program within 15 days of hire or taking over as operating principal. Upon receipt of our written consent, which may be withheld, new key personnel may be trained by your operating principal, but we can also require your key personnel to be trained by us if we reasonably believe such training would be in the best interest of your franchise. You must pay all associated travel, food, and lodging of your attendees or our representatives (as applicable) associated with such training.

Additional In-Person Training[1,7]	$500 per day, per person	Prior to training	Depending on advanced notice and our availability, you may request additional in-person training or assistance at your place of business or our headquarters. We can also require your operating principal and other key personnel to attend additional trainings if you are in default, or if we reasonably believe such training would be in the best interest of your franchise. You must also pay all travel, lodging, food, and other expenses for our representatives or your attendees (as applicable) during this additional training.
Insurance Reimbursement Fee[1,7]	Reimbursement of premium amount, plus an administration fee of $100 per hour	Upon billing	You are required to hold and maintain your own insurance, but if you fail to do so, we have the right to obtain insurance on your behalf.
PCI and DSS Audit Reimbursement Fee[1]	Reasonable costs of the audit	Upon billing	You must reimburse us all costs related to an audit for your non-compliance with PCI and DSS requirements.
Interim Management Fee[1,7]	$150 per day, per representative	Time of service	Payable if we elect to operate your business during your unapproved closing, unapproved absence, incapacity, death, or if you are not in compliance after you have been given a notice of default and failed to cure. You must also pay all travel, lodging, food and other expenses for our representative(s) and other expenses that may be incurred by us to perform such services, plus royalties, advertising fees and other applicable fees. The interim management period will not last more than 6 months unless otherwise agreed by you.
Opening Assistance Fee[1,7]	$500 per person, per day	Upon billing	We do not provide opening assistance. This fee is only payable if you request our assistance and we are available to provide it to you.
Supplier Evaluation Fee[1]	Reasonable expenses of evaluation, at cost	Within 30 days of evaluation	Payable if you want to have unapproved suppliers evaluated for our approval.
Replacement Costs[1,7]	Our costs, plus $100 per hour for our time	Within 15 days of invoice	If you fail to replace equipment, furniture, tools, etc., that is outdated, damaged, obsolete, etc., and we determine to replace those items for you.

Physical Copies of Marketing Materials[1,7]	Our costs, plus 10%, and the costs for shipping and handling	Time of delivery	We may develop and provide you physical copies of marketing and promotional materials. Payable if you request additional physical copies.
Fees on Default[1,2]	Our costs associated with your default	Upon billing, as incurred	Paid in addition to other payments to us.
Prepaid Services Reimbursement Fee[1,7]	Amount of unredeemed prepaid classes purchased from you, plus a fee to us of up to $100 per hour for our time	As incurred and upon billing	Due upon termination or transfer of your franchise agreement. Outstanding unredeemed prepaid classes and pre-paid services must also be taken into account if you transfer your franchise agreement.
Post-Termination Fees[1]	Actual costs	As incurred	You will be responsible for paying us all post-termination expenses, including attorneys' fees and costs to enforce your post-term obligations. This is in addition to your post-termination de-identification compliance fee.
Early Termination Liquidated Damages[1,5]	The greater of $50,000 or the average royalty from the previous 12 months multiplied by the lesser of 24 months or the remaining term of your franchise agreement If you have less than 12 months of royalty history, the monthly average will be calculated or projected based on your operating history or reasonably projected operations	Upon termination	Payable if your franchise agreement is terminated prior to the expiration of the term. This is only to compensate for lost royalties and is not our only remedy. For clarity, if there is a gap between the date the franchise business ceases operations and when the franchise agreement is terminated, then the period for calculating the 12-month average royalty will be based on the trailing 12-month period from when the franchise business closed (as compared to the date of termination).
Post-Termination De-Identification, Non-Compliance Fee[1,6,7]	$100 per day, plus any third-party costs	Upon billing	See Note 6.
Minority Interest Transfer Fee[1]	Our legal fees and administrative costs related to the transfer	Upon billing	This fee applies to transfers of up to 40% of your franchisee entity - cumulative during the term of the franchise agreement. Transferees owning at least 30% of the franchise must personally guarantee the franchise agreement for us to approve

			the transfer. The transfer fee is subject to state law.
Franchise Agreement Transfer Fee[1]	$7,500	At time of approved transfer	Payable when you sell your franchise, substantially all your assets, or a controlling interest in your franchise and prior to our signing any approval or new agreement. Owners who own at least 30% of the franchise must personally guarantee the franchise agreement for us to approve the transfer. The transfer fee is subject to state law.
Transfer Review Deposit[1,7]	$750	At the time of notice of a potential transfer	You must pay us this non-refundable deposit for us to review a proposed transferee. If the transfer is approved, the deposit will be applied towards the applicable transfer fee.
Transferee Training Fee[1,7]	$5,000	At time of approved transfer	The transferee must pay this initial training fee to have us train the transferee, whether for a single unit or an area development transfer.
Transfer for Convenience of Ownership[1]	Our legal fees	At time of approved transfer	You must maintain ownership of all equity and voting securities of the corporation or limited liability company.
Area Development Agreement Transfer Fees[1]	$3,000 for each yet to be developed franchise	At time of approved transfer	Payable when you sell your area development agreement and prior to our signing any approval or new agreement with the transferee. Transferees owning at least 30% of the franchise must personally guaranty the franchise agreement for us to approve the transfer.
Indemnification[1,2]	Our damages and costs	As incurred or upon billing	See Note 2.
Liquidated Damages for Non-Compete Violations[1]	$4,000 per month for each competing business	Upon billing	See Note 5.
Dispute Resolution Fees[1]	Our legal fees and costs if we prevail	As incurred or upon billing	You are required to pay half of the mediation or arbitration fees. Additionally, the prevailing party will be entitled to reimbursement of its legal fees and expenses.

NOTES

[1] Royalty and Fees. Except as shown in the remarks column, all fees are uniformly imposed and payable to us. All fees payable to us or an affiliate are non-refundable.

[2] Indemnification. You must indemnify us from damages and costs related to your acts, errors or omissions in the operation of your franchise business or your franchise business generally, and including any allegation that you are our employee, or that we are a joint employer or otherwise responsible for the acts or omissions relating to your employees, and other laws regarding public accommodations for persons with disabilities.

[3] Special Purposes Fund Fees. The Special Purposes Fund fee may be used by us for one or more national or regional marketing and brand development programs, as we choose. These fees are uniformly imposed.

[4] System Non-Compliance Fines and Charges. If you do not correct the violation within the time required by us, we have the right to put you in default. All fines are to be paid in accordance with our electronic funds transfer or automatic withdrawal program.

[5] Liquidated Damages for Breach of Non-Competition. This fee is applied if you violate the non-compete covenants in the franchise agreement or any related agreements, or if you use our system without our express written permission or approval.

[6] Post-Termination, De-Identification Non-Compliance Fee. In the event you fail to comply promptly with any of your post termination de-identification obligations: (a) you must pay us $100 per day for each day that you are in default, as a reasonable estimate of the damages suffered by us (b) to prevent further injury, we may hire a third-party to de-identify and carry out your obligations on your behalf, for which costs you will be responsible. Immediately prior to termination, we will have the right to automatically deduct your account up to $5,000 in anticipation of the costs associated with enforcing your post-termination obligations. Any unused portion will be refunded to you within 30 days of our completing the applicable post-termination obligations. This post-termination fee obligation will not affect our right to obtain appropriate injunctive relief and other remedies to enforce the franchise agreement and your obligations.

[7] Fee Increases. We may increase these fees by up to 10% per year during the term of your franchise agreement (cumulative) to adjust to increased costs and other inflation-related factors. If a third party increases costs related to a fee, we may change the fees by the increases costs charged by third parties, plus 10%.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1]	$40,000	Lump Sum	Upon signing the franchise agreement	Us
Initial training[2] (per person)	$400 to $2,000	As negotiated	Prior to and during training	Airlines, hotels, and restaurants
Real estate improvements[3]	$60,000 to $160,000	As negotiated	As negotiated	Suppliers and contractors
Rent[4] (3 months, plus a security deposit)	$13,000 to $33,000	As negotiated	As negotiated	Landlord

Architect/Engineering Fee[5]	$7,000 to $9,000	As negotiated	As negotiated	Suppliers
Reformer Pilates machines[6]	$47,880 to $71,820	As negotiated	Before opening	Us or our affiliate
Other workout equipment[7]	$7,000 to $11,000	As negotiated	Before opening	Suppliers
Furniture, fixtures, décor, and supplies[8]	$6,000 to $12,000	As negotiated	Before opening	Suppliers
POS system, iPad, hardware, and software[9]	$1,000 to $1,350	As negotiated	Before opening	Suppliers
Signs[10]	$3,000 to $11,000	As negotiated	Before opening	Suppliers
Miscellaneous opening costs[11]	$5,000 to $20,000	As negotiated	Before opening	Suppliers, utilities, government departments, etc.
Professional Fees[12]	$2,500 to $5,500	As negotiated	As incurred	Attorneys, accountants, etc.
Insurance Premiums[13]	$5,500 to $8,000	As negotiated	As negotiated	Insurance brokers
Opening inventory[14]	$1,000 to $2,000	Lump sum	Before opening	Suppliers
Grand opening marketing[15]	$20,000 to $35,000	As negotiated	Prior to and during opening	Suppliers
Advertising (3 months)[16]	$0	As negotiated	As negotiated	Us, affiliates and suppliers
Additional funds[17]	$19,000 to $31,000	As negotiated	As incurred	Suppliers, employees, etc.
TOTAL[18]	$238,280 to $452,670			

NOTES

All payments to us, our affiliates, or the various suppliers are non-refundable unless otherwise stated.

[1] Initial Franchise Fee. The initial franchise fee is non-refundable, and we do not finance any portion of the fee.

[2] Initial Training. You are responsible for paying all travel, lodging, food, and other expenses for your attendees during training directly to the supplier (hotels, airlines, restaurants, car rental companies, etc.). The amount indicated is per person and we estimate that you will have 3 people attend training, but you are allowed up to 6 attendees. These costs will vary widely as a function of the distance traveled and the choice of accommodations, meals, and transportation.

[3] Real Estate Improvements. This estimate includes the cost for construction to buildout your location according to our specifications. Costs of improvements vary based on location, terms of the lease, the total area of your space, as well as construction and material costs. Your landlord may provide you with a tenant improvement allowance as part of your lease. You should review these costs with a local contractor, commercial real estate agent and other professionals. We provide standard design plans and specifications for construction and improvements. If your site is a newly constructed space, the landlord may require significantly greater additional expenditures to cover leasehold improvements. You are not required to lease newly constructed space.

[4] Rent. Your space will vary depending on your needs, but we estimate you will need 1,400 to 2,200 square feet, and we estimate your lease to be $28 to $45 per square foot per annum. Our estimate includes 3 months of rent and a security deposit equal to one month of rent. You are encouraged to negotiate a rent-free period for the time it takes to build out your business. You may be able to negotiate additional free rent or reduced rent periods after opening as well. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different. We have not included an estimate for the cost to purchase and build a location in the table above, but we estimate the cost to purchase real estate to range between $25 and $50 per square foot.

[5] Architectural/Engineering Fees. You must employ and pay an architect approved by us to accomplish and prepare a preliminary floor plan and develop a preliminary set of plans, specifications and related construction documents for your inLIFE Wellness® franchise business. You must pay a local architect and engineer to complete the preliminary plans, and these estimates include the architect's fees to prepare the full stamped set of floor plans, plans and specifications to include mechanical, plumbing, and electrical engineering as necessary to satisfy city, state, and local building codes and to construct the improvement for your inLIFE Wellness® franchise business at the specific site chosen for your inLIFE Wellness® franchise business. There is no allowance included in this estimate for site planning, landscape planning, use permitting, gaining of variances or resolution of related planning and zoning conflicts, accomplishment of energy consumption calculations, accomplishment of building elevations, or civil or structural engineering. Additionally, this estimate does not include an allowance for bid or contract administration or client directed revisions which will need to be negotiated on a case-by-case basis prior to commencement of the requested work.

[6] Reformer Pilates Machines. Depending on the size and layout of your space, you will need between 12 and 18 Reformer Pilates Machines.

[7] Other Workout Equipment. Included in this estimate is the cost of weights, Pilates circles, bands, weight bars, foam rollers, exercise mats, and cardio boxing gloves.

[8] Furniture, Fixtures, Décor, and Supplies. Included in this estimate are the cost of soft furnishings, décor, televisions, sound system, and office supplies.

[9] POS System, iPad and Software. Included in this estimate is the cost of one 13" iPad Pro.

[10] Signs. Subject to landlord and government restrictions, 1 external sign displaying the trademark is required. We do not require any interior signage but may change this requirement in the future. These signs may be made locally. All signs must conform to our specifications. You must use the location's monument sign if available.

[11] Miscellaneous Opening Costs. These miscellaneous costs include utility set up fees, deposits, licenses and other miscellaneous startup costs.

[12] Professional Fees. These costs include legal fees, business entity organization, and accounting fees. Rates for professionals can vary significantly based on locale, area of expertise, and experience.

[13] Insurance Premiums. These costs include premium costs for the required insurances. The cost of insurance may vary depending on the insurer, the location of your franchise business, and your claims history.

[14] Opening Inventory. Opening inventory items include the following: grip socks, bags, apparel. The range in cost depends upon the size of your franchise business, as well as estimated initial business volume. This

is only an initial supply and will require replenishment on a regular on-going basis based on the volume of sales for your franchise business.

[15] Grand Opening Marketing. This estimates the cost to promote your grand opening. We require that you spend at least $15,000 to promote your opening during the 3 months prior to your opening.

[16] Advertising. This estimates the cost of advertising for the first 3 months of operations. You are not required to advertise. However, if you institute a marketing program or create any marketing materials we must pre-approve it in writing.

[17] Additional Funds. This estimates your operating expenses during your first 3 months of operations, not including cash flows. Upon our request you will be required to provide us with view-only access to your operating account, and you cannot have more than one operating account or change operating accounts without our consent. Employee compensation is between you and your employees and may vary. Additionally, if you elect to finance your investment, you need to account for the additional costs of repaying that financing. We have relied upon the 4 years of experience of our principals in opening and operating units in Australia and the United States to compile these estimates.

[18] Total. These figures are estimates for the development of a single franchise unit. We may provide limited short-term financing for your franchise business. All fees and payments payable to us or an affiliate are non-refundable. You should verify with third-party payees whether such payments, deposits, or fees are refundable or not. If you enter into an area development agreement, then you can expect similar costs for each unit to be developed, but we anticipate you will develop your units over time according to the development schedule rather than all at once.

YOUR ESTIMATED INITIAL INVESTMENT
(3-Unit Area Development)

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Area Development fee[1]	$90,000	Lump Sum	Upon signing the area development agreement	Us
Estimated initial investment to open three units[2]	$594,840 to $1,238,010	Estimated based on the single unit estimates (minus the initial franchise fee) in the above Item 7 chart for a single unit.		
Total[3]	$684,840 to $1,328,010			

Notes:

[1] Area Development Fee. This fee is determined based on a 3-unit development agreement for a fee of $30,000 per unit. When you sign an area development agreement, you will pay $30,000 for the first unit developed and $15,000 for each additional unit developed, with the remaining $15,000 balance per unit for the additional units paid prior to commencing development on each unit. As part of signing the area development agreement, you must also sign the franchise agreement for your first unit to be developed under the area development agreement.

[2] Estimated Initial Investment. Except for the initial area development fee, all fees in the above 3-unit chart are based on the single unit estimates, multiplied by three. If you develop more than three units, the fee will be higher.

[3] Total. These figures are estimates for the development of three franchise units. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers, Proprietary Products and Required Purchases
You must operate your franchise business according to our system, including purchasing, leasing, or subscribing to certain items or services according to our specifications and/or from approved suppliers. You may not deviate from these methods, standards, and specifications or purchase from approved suppliers without our prior written consent.

You must purchase, lease, or subscribe to the following products and services from us, other sources designated or approved by us, or according to our specifications as set forth in the manuals:

Item or Service	Is the franchisor or an affiliate an approved supplier of this Item	Is the franchisor or an affiliate the only approved supplier of this Item?
Reformer Pilates machines	Yes	Yes
iPad Pro	No	No
Workout equipment	No	No
Televisions and Sound System	No	No
Furniture, Fixtures, Décor	No	No

The required software includes a client/customer waiver form, but it is your responsibility to verify that the waiver complies with the laws and regulations of your jurisdiction.

Insurance
You must at all times during the entire term of the franchise agreement and at your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial General Liability Insurance	$1,000,000 per occurrence and $3,000,000 in the aggregate or leasehold minimum, whichever is greater
Property Damage	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage
Government Required Insurances	All workers' compensation and employment insurance on your employees as required under all federal and state laws (cannot exclude owner-operator requirement)

These policies (excluding worker's compensation) will insure you, us, and our officers, directors, and nominees as additional insureds against any liability that may accrue by reason of your ownership, maintenance, or operation of the franchise business. These policies will stipulate that we will receive a 30-day written notice prior to cancellation or termination, and we must receive a 30-day notice of any modification. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment prior to you beginning operations. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate.

If you fail to obtain or maintain insurance, we may obtain insurance for you, and you will pay us the premium costs, plus an administration fee of $100 per hour for our time. We may periodically modify or adjust the amounts of coverage required and/or require different or additional coverage. We do not derive revenue from your purchase of insurance. We recommend you consult with your insurance agent prior to signing the franchise agreement. We have the right to require that you obtain from your insurance company, and subsequently provide to us for our review, a report of claims made and reserves set against your insurance (commonly known as “loss runs”). If your premises are damaged and covered by insurance, you must use the proceeds to restore the facility to its original condition within 160 days from receiving the proceeds, unless we consent otherwise in writing.

Approved Suppliers

We may enter into contracts with suppliers for items or services purchased by our franchisees. Pursuant to these contracts, you must purchase items or services from approved suppliers.

All currently approved suppliers and specifications are made available to you before the beginning of operations. You must receive our prior written approval to deviate in any manner from our specifications.

Ownership in Approved Suppliers

Some of our officers have a direct ownership interest in Reformer Pilates Machines, one of our designated suppliers.

Proportion of Required Purchases and Leases

We estimate that the proportion of required purchases or leases will represent 60% to 70% of your overall purchases in opening your franchise business and 10% to 25% of your overall purchases in operating your franchise business.

Revenue to Us and Our Affiliates from Required Purchases

We or our affiliates may derive income from required purchases or leases of goods or services made by our franchisees from approved sources. In the last fiscal year ending on September 30, 2025, our revenues from the sale of these products and services to franchisees was $68,032.74 or 13.71% of our total revenues of $496,390. Our affiliate(s), derived revenues of $84,234.17 in the last fiscal year ending on September 30, 2025, from the sale of required products or services to our franchisees.

Non-Approved Suppliers

Except for certain trademark and private label items and designated source items described above, if you desire to use a particular supplier, or if you would like us to consider alternative goods, and if that supplier or good meets the specifications and requirements of our system, at our discretion, we may approve that supplier to become an approved supplier or for that good to become an approved good in our system.

You may establish suppliers on the approved list by making an appropriate application to us. The following general criteria is used in considering whether a supplier will be designated as an approved source (or if an alternative good will be approved): the ability of the supplier to make the product to our standards and specifications; a willingness by the supplier to cooperate and work with you and other franchisees; the supplier’s production and delivery capabilities; price and quality; reputation of the supplier; quality assurance systems; the financial condition of the supplier; the ability and willingness of the supplier to train you and us on the effective and safe use of the product; and the supplier’s professional competence and performance abilities. We do not make our criteria for approving suppliers available to our franchisees at this time. We will use our best judgment in setting and modifying specifications to maintain quality and integrity of the franchise system.

If you desire to purchase any of the items listed in this Item 8 from an unapproved supplier or purchase an alternative good, you will submit to us a written request for this approval or request the supplier itself to do so. We may require you to submit sufficient information and data to permit us to ascertain whether a supplier or good meets our specifications. You must reimburse us for our costs associated with the evaluation within 30 days of the completion of our evaluation. The evaluation fee and other costs are not refundable regardless of whether or not we approve of a supplier. We will notify you in writing within 30 days after completing our evaluation as to whether the supplier or good has been approved or disapproved. We may make changes or alterations in the standards and specifications for approving suppliers and alternative goods. At our discretion, we may revoke our approval from an approved supplier or good upon 30 days' written notice to you.

<u>Standards and Specifications</u>
We may issue new specifications and standards for any aspect of our brand or system, or modify existing specifications and standards, at any time by revising our manuals and/or issuing new written directives (which may be communicated to you by any method we choose).

<u>Negotiated Arrangements</u>
At this time, there are no purchasing or distribution cooperatives. We do not currently negotiate purchase arrangements with suppliers, including price and terms for the benefit of franchisees.

<u>Benefits Provided to You for Purchases</u>
We do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers (e.g., grant renewals or additional franchises based on your purchases).

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	**Section in Agreement**	**Disclosure Document Item**
a.	Site selection and acquisition/lease	Sections 4.1 and 4.2	Item 11
b.	Pre-opening purchases/leases	Paragraphs 6.1.3, 6.1.10, 6.1.12 and 6.1.14	Item 8
c.	Site development and other pre-opening requirements	Sections 4.3 and 4.4	Items 7 and 11
d.	Initial and ongoing training	Paragraph 6.1.4 and sections 7.3 and 7.4	Item 11
e.	Opening	Sections 4.4 and paragraph 7.4.1	Item 11
f.	Fees	Article V of the franchise agreement and Article 4 of the area development agreement	Items 5, 6 and 7
g.	Compliance with standards and policies/operating manual	Sections 1.1 and 6.2and article IX	Items 8 and 11

h.	Trademarks and proprietary information	Article III of the franchise agreement and Article 8 of the area development agreement	Items 13 and 14
i.	Restrictions on products/services offered	Article VIII	Item 8 and 16
j.	Warranty and customer service requirements	Paragraphs 6.1.2 and section 8.5	Item 11
k.	Territorial development and sales quotas	Not Applicable	Item 12
l.	Ongoing product/service purchases	Article VIII	Item 8
m.	Maintenance, appearance and remodeling requirements	Paragraphs 6.1.2 and 6.1.8	Item 11
n.	Insurance	Paragraph 6.1.10	Item 8
o.	Advertising	Article X	Items 6, 7 and 11
p.	Indemnification	Section 15.2 of the franchise agreement and Section 6.5 of the area development agreement	Item 6
q.	Owner's participation/ management/staffing	Paragraphs 6.1.6, 6.1.7, 6.1.9 and 6.2.3	Items 11 and 15
r.	Records and reports	Sections 5.4 and 5.5 of the franchise agreement and Section 6.4 of the area development agreement	Item 6
s.	Inspections and audits	Paragraphs 5.5.2 and 6.2.2(iv)	Items 6 and 11
t.	Transfer	Article XIV of the franchise agreement and Article 11 of the area development agreement	Item 17
u.	Renewal	Section 2.2 of the franchise agreement and Section 3.5 of the area development agreement	Item 17
v.	Post-termination obligations	Section 12.1 of the franchise agreement and Article 10 of the area development agreement	Item 17
w.	Non-competition covenants	Article XVI	Items 14, 15 and 17
x.	Dispute resolution	Article XVII	Item 17
y.	Compliance with government regulations	Sections 4.1 and 6.1	Item 12
z.	Guarantee of franchisee obligations	Section 6.3	Item 15

ITEM 10
FINANCING

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

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

Except as listed below, INLIFE WELLNESS USA, LLC is not required to provide you with any assistance.

Pre-Opening Assistance

Before you open your franchise business, we will:

1) Designate your search area. This is not the protected territory that you will eventually be given but is merely an area within which you may seek a location. Once a site is approved, we will designate your territory [franchise agreement section 1.1].

2) Approve your site. However, we do not assist in locating a site. Finding a suitable location that conforms to local ordinances, building codes, and our guidelines is your responsibility. We must approve your site before a lease is entered into. Our approval is based upon the following general criteria: rent, space, functionality, lease terms, access, appearance, visibility, traffic, general daytime and nighttime population of the area, parking, square feet, access, and general vicinity. We will provide you with general guidance regarding our standards for selecting a site, but we do not prepare demographic studies or otherwise determine a need for our services or products within your territory, evaluate or guarantee the potential success of your proposed site. Site approval or disapproval should be completed by us and notice provided to you in writing within 4 weeks after you have submitted a proposed site for our review. We do not own properties that we lease to you, and we do not assist you in negotiating the purchase or your lease of your site. If you and we disagree about the proposed location, you must locate another acceptable site for your franchise business and repeat the process [franchise agreement section 4.1]. If you enter into an area development agreement, we must approve of the site for each of your units. Our approval or disapproval of a proposed site will be based on our then-current standards for approving sites. Until you receive our written approval, you have no rights to any particular location.

3) Make available general written specifications for necessary equipment, signs, fixtures, opening inventory, supplies and other items listed in Item 8. Unless we are an approved supplier of an item and you purchase the item directly from us, we do not provide these items to you directly. We do not assist in the delivery or installation of any of these items. For purchase, delivery and installation, you are required to work directly with the manufacturer or supplier of these items. You must purchase your Reformer Pilates machines from us or our affiliate [franchise agreement section 7.1].

4) Not provide you with preliminary design/layout plans for your franchise business. You must adapt your franchise business in accordance with local, state and federal laws, rules, and ordinances. You are responsible for obtaining any required licenses and permits.

5) We may but are not required to provide limited assistance in the actual construction, remodeling, or decorating of your franchise business [franchise agreement section 4.3].

6) Loan you a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, and other information. The table of contents for the operations manual is included as Exhibit "F" to this disclosure document. Our operations Manual is in electronic and video format and is equivalent to approximately 160 written pages We also provide you with our Studio Set Up

Guide and access to our online portal called Op central which stores all documents and procedures related to business operation [franchise agreement article IX].

7) Provide an initial training program for your operating principal and other owners, and key personnel, described at the end of this Item 11 [franchise agreement paragraph 6.1.4].

Lease, Construction and Commencing Operations
You will have 90 days from signing the franchise agreement to have a site approved for your franchise business. If you and we cannot agree on a site, your franchise agreement may be terminated. A lease must be in place within 6 months from the date of the franchise agreement. We do not assist you in negotiating the purchase or your lease of your site; however, we must approve your lease. If we review your lease, our review may be limited to adherence to our requirements rather than a review of the underlying terms of the lease. You are required to have the landlord consent to an assignment of the lease before the lease agreement is signed. Additionally, you are required to include our standard lease rider containing an exclusivity clause related to Pilates studios, which is attached to the franchise agreement as part of your lease [franchise agreement paragraph 4.1.1 and section 4.2].

Construction must be started within 6 months from the date of the franchise agreement and be completed within 9 months from the date of the franchise agreement. You are required to begin operations within 3 months after construction is complete. You must give us at least 3 months prior written notice before opening your franchise business [franchise agreement sections 4.3 and 4.4].

Estimated Length of Time Before Operation
It is estimated that the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and the opening of your franchise business is 6 to 10 months. Factors affecting this length of time usually include obtaining a satisfactory site, financing arrangements, construction, local ordinance compliance, training, and delivery and installation of equipment, furniture, fixtures, signs, and supplies. You must begin operations no later than 10 months from the date of your franchise agreement.

If you can show a good faith effort to meet these deadlines, we may agree to extend the opening deadline by up to 3 months at our discretion [franchise agreement section 4.6].

Assistance During Operation

During the operation of your franchise business, we will:

1) Provide you with updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us. We have the right to modify the manuals to reflect changes in the system including the development of or change in products and services [franchise agreement section 9.1]. The modifications may obligate you to invest additional capital in your franchise business and to incur higher operating costs. You must incorporate all such modifications within the time periods that we specify [franchise agreement paragraph 6.2.2(iii)].

2) At your reasonable request or at our discretion, provide assistance either remotely or in person. For additional in-person training, you may be charged a fee and be required to cover all travel, lodging, food, and other expenses of your attendees or our representatives [franchise agreement paragraph 6.1.4 and section 7.3].

3) Provide you with an email address which must be used in all correspondence and communications involving your franchise business. We have the right to access any email account that we provide to you. You are not allowed to use a non-approved email for business purposes involving the franchise business. You must at all times maintain and frequently check a valid and approved email address, provided by, known and available to us, to facilitate our communication with you [franchise agreement paragraph 6.2.2(i)].

<u>During the operation of your franchise business, we may</u>:

4) Maintain a website or similar electronic media for the inLIFE Wellness brand that will include your business information and telephone number for your franchise business [franchise agreement section 7.6].

5) Make periodic inspections of your franchise business, which may be done in person or through remote access such as video or live video conferencing and may be performed through a third-party provider. Inspections may be conducted without prior notice to you. Upon our request, at all reasonable times, you must provide us with video and/or digital images of the interior and exterior of your franchise business as set forth in the manuals [franchise agreement paragraph 6.2.2(iv)].

6) Conduct conferences and seminars, which may be through online webinars, videos, live video conferencing, phone conferences or in person, to discuss improvements, new developments, mutual concerns, business issues, sales, marketing, personnel training, bookkeeping, accounting, inventory control and performance standards. Attendance at conferences and seminars is mandatory for your operating principal, and you are required to pay the registration fees travel and living expenses for your attendees. In-person conferences and seminars will be held at locations chosen by us [franchise agreement paragraph 6.1.13].

7) Provide you with such continuing assistance in the operation of the franchise business as we deem advisable [franchise agreement sections 7.3 and 7.5].

8) To the degree permitted by law, we may suggest retail price, specify maximum and minimum pricing above and below which you cannot sell any goods or services [franchise agreement section 6.1.11].

9) For items purchased through third parties, including our affiliate, you must work directly with the supplier or manufacturer of those items regarding warranties, defective products, training and support [franchise agreement section 8.5].

10) At your expense, require you to repair, refinish, repaint, remodel, modernize, redecorate, or otherwise refurbish your premises from time to time as we may reasonably direct, but not more often than every 5 years, and we will not obligate you to invest additional capital at a time when the investment cannot in our reasonable judgment be amortized during the remaining term of the franchise agreement (except for required changes to the trademarks, or changes due to health or government mandates, guidelines, or public concerns which we may require at any time). This can include changing out items such as flooring, wall treatments, signage, lighting fixtures, and other physical elements of your franchise business. We may also require you to invest in new or updated equipment, fixtures, furniture and technology at any time. You will also be required to complete any day-to-day maintenance issues as they occur during the term of the franchise agreement. You must implement all changes within the time frames required by us [franchise agreement section 6.1.8].

11) Refine and develop products or services that you will offer to your customers [franchise agreement paragraph 6.2.2(iii)].

Advertising and Promotion

You are required to participate in all marketing programs as directed by us and to use all materials, mediums, and other information made available to you in doing so. We may provide you with copies of marketing materials developed by us and provide new marketing techniques as developed [franchise agreement section 10.4]. You may develop marketing materials for your use, at your cost, but all marketing material developed or used by you must have our prior written approval. If you do not receive written approval or disapproval within 14 days of the date we received your submission of marketing materials, the materials submitted are deemed unapproved. We can revoke our approval of any marketing materials at any time in our sole discretion [franchise agreement sections 3.9 and 10.2 to 10.3].

Advertising Fund

Although under the terms of the franchise agreement we are not obligated to conduct advertising for the franchise system or to spend any amount on advertising in your territory, we currently do maintain and administer a national advertising, marketing and development fund (referred to as the "Special Purposes Fund" in the franchise agreement) for local, regional or national marketing or public relations program as we, in our sole discretion, may deem necessary or appropriate to advertise and promote the franchise system. You must contribute $400 per month to the Special Purposes Fund. Corporate locations owned by us or our affiliates contribute to this fund on the same basis as the franchisees. Contributions by our franchisees to the marketing fund may not be uniform [franchise agreement section 10.1].

We are responsible for administering the Special Purposes Fund, but we are not a fiduciary or trustee of the Special Purposes Fund. We will direct all uses of the fund, with sole discretion over: 1) the creative concepts, materials, endorsements and media used (that may include television, Internet, social media, radio, print, and other media and marketing formats as developed over time, as funds permit); 2) the source of the marketing or public relation efforts (that may be in-house or through an outside agency located locally, regionally or nationally); 3) the placement, timing, and allocation of these programs (that may be local or regional); 4) the composition of all geographic territories and market areas for the development and implementation of these programs; and 5) all other uses of the fund for marketing purposes [franchise agreement paragraph 10.1.1].

We are not required to spend any amount on marketing directly in the area or territory where you are located. We make no representations that expenditures the Special Purposes Fund will benefit you or any other franchisee directly, on a pro-rata basis, proportionally, or at all. We will not use the brand fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement or website indicating "franchises available" or similar phrasing [franchise agreement paragraph 10.1.2].

Advertising Expenditures in the Last Fiscal Year

During the last fiscal year, the marketing funds were used in the following ways: Virtual Receptionist Services: 78%; administrative: 22%. Any unused marketing funds in any calendar year will be applied to the following year's fund. The Special Purposes Fund is unaudited. Once each calendar year, you may send us a written request to receive an unaudited annual report of the previous years' marketing expenditures so long as the request is made at least 90 days after the end of the calendar year [franchise agreement paragraph 10.1.2].

Special Purposes Fund Council

No franchisee advertising council is anticipated at this time.

Advertising Cooperative
You are not required to participate in a local or regional advertising cooperative.

Other Marketing Funds
At this time, you are not required to participate in any other marketing or advertising funds.

Internet and Social Media
We may allow you to place pre-approved information concerning your franchise business on our website or a subdomain, as developed by us. We will own the social media accounts related to the brand, but we may decide to provide you with access to the social media account for your location for certain management responsibilities and functions. You must follow our policies regarding use of the internet and social media related to the brand and your franchise business [franchise agreement section 10.4].

Computer / Point of Sale System
No point of sale system is required. However, You must have one 12.9" iPad Pro for your franchise business, which must meet our specifications and be capable of interfacing with our computer system and required software. We estimate the amount for your purchase of those items to be $1,000 to $1,350.

The data generated and stored on your iPad and any computer systems includes customer data and your franchise business accounting. We will have independent access to the information and data collected or generated by the iPad system. We can require you to obtain a static IP address from your internet provider. There are no contractual limits on our rights to do so. You must keep these systems available for our access 24 hours a day, 7 days a week. All data collected or provided by you, downloaded from your iPad and computer system, or otherwise collected from you by us or provided to us, is and will be owned exclusively by us, and we have the right to use the data in any manner without compensation to you.

We may require updates and upgrades to your hardware and software at your expense during the term of the franchise agreement. There are no contractual limitations on our right to do so. We estimate the annual costs to maintain, upgrade and support your iPad system to be included with all required software subscription fees. We are not required to maintain, repair, update, and/or upgrade your iPad or software. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the iPad or any computer system [franchise agreement paragraph 6.1.12]. For defective equipment, products, software or other items purchased by you, you must deal directly with that manufacturer [franchise agreement paragraph 8.5].

Incentive Programs
You are required to participate in the membership, subscription, and discount programs we develop. You are not allowed to implement any sort of membership, subscription, or discount model without our prior written permission. The method of sales and pooling and reconciling the funds for all such programs will be determined by us as set forth in the manuals [franchise agreement paragraph 6.2.2(ii)].

Accounting
You must use accounting software designated by us. We currently require you to use a Xero or Quickbooks accounting system. Generally, Xero or Quickbooks have a monthly subscription fee, which includes annual updates to the software for approximately $20 to $99 per month. We reserve the right to require that we have independent view-only access to your account [franchise agreement paragraph 6.1.12(ii)].

Area Development Agreement
Your rights under the area development agreement are territorial only and do not give or imply a right to use our trademarks or system. Our only obligation is to provide an area where you must develop the set

number of inLIFE Wellness® franchise businesses provided in the area development agreement. We must approve the potential site for each franchise business location before you may sign a lease for that location. Our approval will be based on our then-current standards for approving sites [area development agreement article 2; franchise agreement section 1.1].

Initial Training

We provide an initial training at our inLIFE Wellness business in Addison, Texas or another location designated by us, as well as online. The length of training depends on the prior experience of your attendees but should last approximately 1 to 2 days for the in person training portion. The training program is held as needed. Your operating principal, owners, and key personnel (which includes your designated manager), among such others as designated by us, are required to attend and successfully complete a training program [franchise agreement paragraph 6.1.4].

Your "operating principal" is: a) if the franchisee is an individual, that individual; or b) if the franchisee is an entity, an individual that owns at least 50% of the ownership and voting interests in the franchisee entity (unless you obtain our written approval of a lower percentage), has authority over all business decisions related to the franchise business, and has the power to bind the franchise business in all dealings with us.

Successful completion of training must be completed to our satisfaction at least 4 weeks before you may open your franchise business. Successful completion will be determined by our trainers based on your attendees' knowledge and demonstration of the inLIFE Wellness® system, and each attendees full attendance, participation, and completion of our online learning modules [franchise agreement paragraph 6.1.4].

Each of your attendees must attend the same training. There is no training fee for up to 6 attendees. You are responsible for paying all travel, food, living, and other expenses for each attendee during training directly to the supplier (hotels, airlines, restaurants, car rental companies, etc.). The estimated cost for your attendees to attend training is listed between $400 and $2,000.

Below is a table listing the subjects taught and the amount of classroom and onsite training provided as part of the initial training.

TRAINING PROGRAM[1]

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Schedule Analysis	.5 – 1	0	Addison, Texas
Marketing and Sales	2	0	Addison, Texas
Customer Service	.5 - 1	0	Addison, Texas
Delivery of Classes	0	3	Addison, Texas
Totals:	**3 - 4**	**3**	

[1] The training program for franchisees may be changed due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to you and personnel may vary based on the experience of those persons being trained.

The initial training is provided by instructors whose experience is described below and in Item 2 if the trainer is part of management.

Trainers	Subject(s) Taught	Length of Experience in the Field	Length of Experience with the Franchisor	Experience Relevant to Subject(s) Taught and Franchisor's Operations
Scott Capelin	Studio setup; site selection	Since 1999	Since 2021	Scott has owned 18 studio locations in other systems for over 25 years and has instructed over 9,000 classes.
Josephine Scott	Marketing; sales; equipment purchase; build out; recruitment; city permit compliance; social media; launch	Since 2020	Since 2020	Josephine is an owner of 4 inLIFE Wellness studios; corporate event management background; experienced Pilates instructor and fitness professional.

Materials Provided at the Initial Training
We will provide access to our manuals during the initial training and other handouts to facilitate training. All attendees at any training must sign a non-disclosure agreement acceptable to us before attending the training [franchise agreement paragraph 6.1.4(iii)].

Replacement Training
After the initial training, any new operating principal and key personnel must complete initial training within 15 days of hire or designating as operating principal. Upon receiving our written permission, your new key personnel may be trained by your operating principal, but we can require your key personnel to be trained by us if we reasonably believe such training would be in the best interest of your franchise. Our fee for this training is currently $500 per person, per day. You will also be responsible for covering the travel, food, and lodging for your attendees or our representatives (as applicable) [franchise agreement paragraph 6.1.4(i)].

Additional Trainings
Depending on availability and advanced written notice, if you would like additional in-person training, we may provide this training to you. We can also require your operating principal and/or other key personnel to attend additional trainings if you are in default, or if we reasonably believe such training would be in the best interest of your franchise. We can limit additional training to a certain number of days, attendees, and/or representatives at a time. Our fee for this additional training is currently $500 per person, per day. You will be responsible for the costs of travel, food, lodging and compensation of your attendees or our representatives for additional trainings [franchise agreement paragraph 6.1.4(ii)].

Professional Development.
We have the right to require that you hire or engage our designated business coach or professional development group. In such event, you would be required to contract directly with our designated service provider within 30 days of our notice to you of this requirement and make all required payments directly to the service provider. We will not require you to engage in professional development more than once every five years.

At this time, other than listed above, no additional trainings or refresher courses are required.

ITEM 12
TERRITORY

Non-Exclusive Territory
You will not receive an exclusive territory for your franchise business. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, we will not establish another traditional franchise or company/affiliate-owned unit using the inLIFE Wellness® trademark within your territory.

Grant of Territory
Under the franchise agreement, we will grant you the right to use the system and proprietary marks at a specific location within your territory, the boundaries of which will be negotiated prior to signing the franchise agreement and are described in the franchise agreement.

Size of Your Territory
The specific size of your territory is set by us based upon the population density, whether your location is in a metropolitan or rural area, and other comparable factors. The size of a franchise territory is mapped using a third party franchise mapping company. Efforts are made to set a territory with a population base of approximately 40,000 people, but it may have a different population base depending on certain demographic factors and geographic boundaries. If your franchise business is located within a shopping mall or similar facility with a captive market, your territory may be limited to the physical boundaries of the mall or facility. A map along with written boundaries of your territory will be included in your franchise agreement.

Adjustment of Territory Boundaries
We have the right, in our sole discretion, to adjust the boundaries of your territory for population increases of more than 50% as demonstrated by demographic data available to us at the time of the territory adjustment. We also have the right to adjust the boundaries of your territory based on inadvertent error in the creation of your territory, or in an effort to more accurately reflect the target market population after your premises location has been selected and approved, or for other reasons that we may specify from time to time in the manuals.

Territory Restrictions
You are restricted to operations from the approved franchised premises and may not, without our prior written approval, open or operate another outlet whether inside or outside the territory, or to provide mobile or off-site services.

Relocation
You do not have the automatic right to relocate your franchise business, and we have the right to deny any relocation request. You must obtain our prior written permission if you want to relocate your franchise premises, and you must also be able to demonstrate to us that you have the financial ability to relocate. Approval to relocate is determined on a case-by-case basis and is based on factors such as your operational history, our then-current criteria used in approving a new franchisee's proposed site, and other factors that are relevant to us at the time of the relocation request.

Minimum Sales Requirement
Your territory is not dependent upon achievement of a minimum sales volume, market penetration, or other contingency.

Advertising Within and Outside the Territory
Neither you nor other franchisees may actively market within another franchisee's territory.

Servicing Customers Within and Outside the Territory
You may only service customers at your business premises.

Options to Acquire Additional Franchises
You do not receive the right or option to acquire additional franchises.

Non-Traditional Outlets
We and our affiliates, either personally or through agents and representatives, reserve the right to own and operate or sell inLIFE Wellness® outlets through non-traditional franchises at our discretion, both within and outside your territory, without paying compensation to you. These outlets may include locations at: convention centers, military bases, universities, sporting arenas, hospitals, airports, urban office buildings, government facilities, shopping malls, educational facilities, casinos, resort properties, and other similar locations.

Our Rights and Your Rights to Use Channels of Distribution in Your Territory
We and our parent and affiliates reserve the right to market, distribute, and sell products and services under the inLIFE Wellness® marks and under other brands or trademarks, both within and outside your territory using distribution channels such as through the Internet, websites, apps, television, radio, social media, direct marketing, national accounts, retail outlets, wholesale outlets, co-branding with other outlets, etc. We do not pay you for soliciting or accepting orders for any products or services under the inLIFE Wellness® brand through these channels inside your territory.

You do not have the right to sell products or services through certain channels of distribution, including the Internet, apps, or social media without receiving our prior written consent.

Our Previous Activities in Your Territory
In the past, we or an affiliate may have used one or more of the following distribution channels to sell and distribute products and services in your territory under the inLIFE Wellness® brand: Internet, television and radio.

Competition by Us Under Different Trademarks
Neither we, nor an affiliate operates, franchises or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in your franchise using a different trademark.

Area Development Agreements
As an area developer, you will not receive an exclusive area for your development business. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, we will not establish another traditional franchise or company/affiliate-owned unit using the trademark within your development area during the term of your development agreement.

The size of the development area is to be negotiated and the written boundaries will be included in your area development agreement. The schedule of units to be developed in your area are negotiated between you and us. To maintain your area development rights, you must develop the agreed-upon set number of franchise businesses by the deadlines listed in your development schedule. We must approve of the site for each of your units. Our approval or disapproval of a proposed site will be based on our then-current standards for approving sites.

The area development agreement terminates once you develop your last unit to be developed or upon your breach and failure to timely cure, including if you fail to meet your development deadlines. Upon termination, you will cease to have any ongoing development rights, and we will be free to own, operate or franchise inLIFE Wellness® businesses anywhere in the development area unless prohibited by any existing franchise agreement you sign. However, you may continue to own and operate all units that you are open and operating or that have a signed lease agreement, and that faithfully perform the terms of each franchise agreement.

If you do not meet the development deadlines, we may terminate your development agreement. In case of termination, you may continue to own and operate all units that you are open and operating or that have a signed lease agreement, and that faithfully performs the terms of each franchise agreement, but you will forfeit any development fees, deposits, and other fees you have paid towards the undeveloped units.

We, and our parent and affiliates, either personally or through agents and representatives, reserve the right to sell and operate inLIFE Wellness® outlets in non-traditional locations and large institution-type locations both within and without your development area. These franchise outlets may include locations at convention centers, military bases, universities, sporting arenas, hospitals, airports, urban office buildings, government facilities, shopping malls, educational facilities, casinos, resort properties, and other similar locations. Non-traditional units, whether or not owned by you, will not count towards your development schedule.

We or our affiliate also reserve the right to sell, market and distribute products and services under the inLIFE Wellness® marks or other marks both within and outside your development area using distribution channels, such as websites, the Internet, social media, national accounts, apps, television, radio, wholesale outlets, retail outlets, co-branding with other outlets, etc. We do not pay you for soliciting or accepting orders for any products or services under the inLIFE Wellness® brand or other marks or brands through these channels inside your development area.

Neither we, nor an affiliate operates, franchises or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in your franchise using a different trademark in your development area, but we reserve the right to do so in the future without compensation to you.

ITEM 13
TRADEMARKS

Non-Exclusive Grant of the Trademark

Under the franchise agreement, we grant you the non-exclusive right to use certain of our trademarks in the operation of your franchise business. You may also use future trademarks in the operation of your franchise business, as we designate. You will not at any time acquire any rights in the trademarks. By trademarks we mean our trade names, trademarks, commercial symbols, service marks and logos.

Agreements Regarding the Trademark

Under a license agreement entered into between Inlife Wellness Franchise Pty Ltd and us in 2025, we were granted the right to use and sublicense the trademarks for 50 years, which license will automatically renew for one-year terms for up to 25 additional years. The license may be terminated only for our uncured material defaults; however, all franchisees in good standing will be able to continue to use the inLIFE Wellness® trademarks through the end of their respective then-current franchise agreement term. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Registered Trademarks
The following trademarks, service marks, trade names, logotypes or other commercial symbols listed below are registered or have been filed for registration with the United States Patent and Trademark Office on the Principal Register, or the mark has not been filed for registration, but we claim common law rights in the mark. All required affidavits and renewals have been filed.

Registration Number	Word or Design Mark	Registry	Registration Date	Status
7,659,280	inLIFE Wellness (word mark)	Principal	January 21, 2025	Registered
N/A	inLIFE WELLNESS (composite mark)	N/A	N/A	Common law rights

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

Use of the Trademark
You must promptly modify or discontinue the use of a trademark at your cost if we modify or discontinue it, and you have no right to compensation or otherwise under the franchise agreement if we require you to modify or discontinue using a trademark, or we require you to use a different trademark.

Government Determinations Regarding the Trademarks
There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademarks.

Superior Prior Rights and Infringing Uses
We are unaware of any superior rights or infringing uses that could materially affect your use of the trademarks in your territory.

Protection Against Infringement
You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our trademarks. We have the right to control any administrative proceedings or litigation involving the trademarks, and you must proceed in strict coordination and oversight by us. We will have the discretion to take the action we deem appropriate. The franchise agreement does not require us to take any affirmative action when we are notified of such uses or claims.

We are not obligated to protect any rights that you have to use the trademarks, or to protect you against claims of infringement or unfair competition. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition. You may not act contrary to our rights in the marks. We are not required to defend or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the licensed trademarks.

You may not contest, directly or indirectly, our rights or interest in our trademarks, names or marks, trade secrets, methods, and procedures that are part of our business. Any goodwill associated with the trademarks or system belongs to us.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents
You do not receive the right to use an item covered by a patent, and we do not have any pending patent applications with the United States Patent and Trademark Office. We do not own rights to, or licenses in, any patent that is material to the franchise system.

Copyrights
We have not registered our manuals or logos with the United States Copyright Office, but we claim copyright and consider the information proprietary, and we, or our parent, or an affiliate, claim protected trade secrets and copyrights in parts of our franchise system.

We claim other copyrights in sales literature and marketing materials that we or our franchisees develop for our use and for use by our franchisees, and your use of these materials will be limited to the uses required or allowed by us. We or an affiliate may develop software or apps. If so, we claim copyright protection on all such items. You must modify or discontinue the use of any copyright, at your cost, if we modify or discontinue it, at our reasonable discretion.

Proprietary Information
You can use the proprietary information in our manuals in connection with the system and only during the term of your franchise agreement. The manuals may not be copied and may not be used for any purpose outside the scope of the franchise agreement. The manuals must be returned to us or permanently deleted by you upon termination, transfer, or non-renewal of your franchise agreement. Portions of the "system," including certain processes, products, customer lists, etc., are a trade secret or confidential and proprietary to us.

With regards to our proprietary information, the franchise agreement also provides that you will: (a) strictly follow all confidential security procedures required by us; (b) disclose this information to your employees and contractors only as needed to market our products and services; (c) not use this information in any other business; (d) exercise the highest degree of diligence to maintain this information as confidential; and (e) promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. Your use of our proprietary information is limited to the uses required or allowed by us.

Agreements Regarding Patents, Copyrights, and Other Intellectual Property
Under a license agreement entered into between Inlife Wellness Franchise Pty Ltd and us in 2025, we were granted the right to use and sublicense the patents, copyrights, and other intellectual property for 50 years, which license will automatically renew for one-year terms for up to 25 additional years. The license may only be terminated for our uncured material defaults; however, all franchisees in good standing will be able to continue to use the inLIFE Wellness® trademarks through the end of their respective then-current franchise agreement term. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Protection Against Infringement

You must also promptly tell us when you learn about unauthorized use of our copyrights or challenge to your use of any of our other proprietary information. We are not obligated to taky any action but will respond to this information as we believe appropriate.

We are not required to defend or indemnify you for any damages from any proceeding based on patents or copyright. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition; however, we have the right to control any administrative proceedings or litigation involving the patents or copyrights, and you will proceed in strict coordination and oversight by us. You may not act contrary to our rights in the patents or copyrights.

Government Determinations Regarding Patents and Copyrights

There are presently no effective determinations by the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding a patent or copyright. There are no agreements currently in effect that significantly limit our rights to use or license the use of any patent or copyright.

Infringing Uses

There are presently no known infringements of the copyrights or patents.

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

Participation and "On Premise" Supervision

We recommend but do not require on-premises supervision by your operating principal. However, your operating principal must be your primary point of contact with us. Additionally, we require on-premises supervision by your designated manager who must be trained by us to manage your franchise business unless your operating principal acts as the full-time manager of the franchise business. In addition, we require that you or your full-time manager, if you will not act as the full-time manager of the franchise business, must be a certified Pilates instructor.

Although we do not require your operating principal to be involved in the day-to-day on-premises management, at all times during the term of your franchise agreement, your operating principal is required to participate in your franchise business as follows: (i) be directly responsible for overseeing all accounting, reporting and bookkeeping, and all financial components of the franchise business; (ii) attend and complete all training and retraining courses required by us; (iii) attend all annual and special meetings of franchisees required by us; (iv) be directly involved with site selection approval, construction, remodeling; (v) be directly involved in all personnel decisions affecting the franchise business; and (vi) conduct frequent inspections of the franchise business operations to ensure the highest standards of professionalism, cleanliness and a general pleasant appearance, and compliance with our approved methods.

Unless your operating principal acts as the full-time manager of the franchise business, your operating principal is not required to work a certain or minimum number of hours. However, your operating principal must work sufficient hours to operate your franchise or supervise your managers so that your franchise business is operating at maximum capacity and efficiency.

Who Must Attend and Successfully Complete Initial Training

Your operating principal and key personnel (including your designated manager) must attend and successfully complete our initial training program.

Restrictions on the On-Premises Manager
We do not put a limitation on whom you can hire as your on-premises manager. Your on-premises manager is not required to have an equity interest in the franchise business.

No Competing Enterprises
Neither you, your operating principal, nor your management employees can have an interest in or business relationship with any competing business during the term of the franchise agreement and must keep free from activities that would be detrimental to or interfere with the operation of your franchise business or detrimental to the franchise system. You, your partners, directors, members, shareholders, and operating principal must sign our standard principal brand protection agreement agreeing to protect and keep confidential our trade secrets and confidential information and to conform with the covenants not to compete described in Item 17 (franchise agreement, exhibit A-4).

Personal Guarantees
Any individual who owns a 30% or greater interest in the franchise business must personally guarantee the performance of all your obligations under the franchise agreement and agree to be personally bound by, and liable for, the breach of every provision of the franchise agreement.

Area Developers
If you have an area development agreement, you are required to designate one of your owners as your operating principal. Your operating principal will be primarily responsible for communicating and coordinating with us regarding business, operational and other ongoing matters concerning the area development agreement and all the units that you develop and are developing as part of the area development agreement. Your operating principal must have the full authority to act on your behalf in regard to performing, administering, or amending the area development agreement and all franchise agreements executed as a result of your exercising your rights under the area development agreement. The area development operating principal may be the same person as the unit operating principal.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide and sell only those products and services specified and approved by us in writing. We do not currently have any restrictions or conditions that limit access to customers to whom you may sell goods or services. No product or service may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all products and services required by us. We reserve the right to add, modify, or delete products and/or services that you may offer. There are no limits on our right to do so. You must strictly follow our policies, procedures, specifications, methods and techniques concerning all our products and services.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP
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.

	Provision	Section in Franchise or other Agreement	Summary
a.	Length of the franchise term	Section 2.1	The term is 5 years. The franchise term will begin upon signing the franchise agreement.
b.	Renewal or extension of the term	Section 2.2	For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement. If you are in good standing at the end of the franchise term and we are offering franchises, you can enter into a new successor franchise agreement for an additional term of 5 years. Your successor agreement may also provide an option to enter into a subsequent successor franchise agreement.
c.	Requirements for franchisee to renew or extend	Section 2.2	In order to renew, you must, among other things, not be in default, modernize your franchise business to our then-current standards, and sign the then-current franchise agreement. When renewing, you may be required to sign a contract with materially different terms and conditions than your original contract. You are required to give us notice of whether or not you intend to renew between 6 and 12 months prior to the expiration of your franchise agreement (subject to state law).
d.	Termination by franchisee	Section 11.4	There are no provisions in the franchise agreement that permit you to terminate the franchise agreement. However, some states may allow you to terminate as permitted by state law.
e.	Termination by franchisor without cause	Section 11.1	We must have cause to terminate the franchise agreement.
f.	Termination by franchisor with cause	Section 11.1	We can terminate if you materially breach and fail to cure. There are certain breaches for which we can terminate without giving you an opportunity to cure (see (h) below). Subject to applicable state law.
g.	“Cause” defined – curable defaults	Paragraphs 11.1 N-X	You have between 5 days and 30 days to cure certain material defaults of the franchise agreement. Subject to applicable state law.
h.	“Cause” defined - non-curable defaults	Paragraphs 11.1 A-M	Non-curable defaults include insolvency, bankruptcy, conviction of a felony, fraud, repeated defaults even if cured, harm or threat of harm to the public, abandonment, trademark misuse, etc. Subject to applicable state law.

i.	Franchisee's obligations on termination/non-renewal	Section 12.1	Obligations include complete de-identification, payment of amounts due, and compliance with the brand protection agreement, etc. (see also (r) below). Subject to applicable state law.
j.	Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign.
k.	"Transfer" by franchisee - defined	Section 14.2	The definition of transfer by you includes the assignment and transfer of contracts, security interests, transfer of ownership interest, the sale of substantially all your assets, etc. Subject to applicable state law.
l.	Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers, but we will not unreasonably withhold approval. Subject to applicable state law.
m.	Conditions for franchisor approval of transfer	Sections 14.4 - 14.8	Conditions to transfer include: you are not in default, all fees are current, new franchisee qualifies, transfer and training fees are paid, purchase agreement is approved, training for the new transferee arranged, new transferee signs the then-current franchise agreement, a release is signed by you, etc. You must also coordinate with the transferee to ensure coverage at the premises during the transferee's initial training. These conditions are subject to applicable state law (see state specific addenda).
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.9	We can match any offer for your franchise business or business assets within 30 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Sections 13.1 and 14.12	Upon termination or expiration of the franchise agreement, we can elect to buy all or part of your business assets at fair market value within 30 days. Additionally, if we receive an offer to acquire a majority of the franchises or an offer to purchase a majority of our assets or stock, or to merge or go public or similar transactions, we have the option to purchase all your rights and interests in and under the franchise agreement and your franchise business at fair market value. Subject to applicable state law.
p.	Death or disability of franchisee	Section 14.10	Within 180 days of death or disability of your majority owner, your personal representative must be approved, and a new operating principal and/or a new manager must be trained, if applicable, or the franchise must be assigned to an approved buyer.

q.	Non-competition covenants during the term of the franchise	Section 16.1	No involvement in a competing business anywhere without our written consent. Non-competition provisions are subject to state law.
r.	Non-competition covenants after the franchise is terminated, transferred or expires	Sections 16.3 – 16.4	No competing business for 2 years within your former territory, or within 10 miles of your territory, or within 10 miles of any other inLIFE Wellness® franchise, company or affiliate owned inLIFE Wellness® business (including after assignment). If you compete within the restrictive period, then this non-compete period will be tolled for the period of your competition. Non-competition provisions are subject to state law. For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you cannot on your own behalf or on behalf of a competing business solicit, divert, or attempt to divert any business or customer of your franchise business that you serviced or with whom your business interacted during your term as a inLIFE Wellness® franchisee, from us, an affiliate, or our franchisees, or injure our goodwill
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures and the manuals are subject to change by us.
t.	Integration/merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the franchise disclosure document, its exhibits and amendments. Any representations or promises made outside of the franchise disclosure document and other agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes, there must be a face-to-face meeting, mediation, and arbitration (see state specific addenda).
v.	Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in Dallas, Texas or the county where our then-current headquarters is located (subject to applicable state law).
w.	Choice of Law	Sections 19.1 and 19.5	Texas law, the Federal Arbitration Act, and the United States Trademark Act apply (subject to applicable state law).

THE FRANCHISE RELATIONSHIP

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

<u>Area Development Agreement</u>

	Provision	Area Development Agreement	Summary
a.	Length of the area development agreement	Section 2.1 & Exhibit B	The term depends on the number of units you will develop.
b.	Renewal or extension of the term	Not Applicable	
c.	Requirements for developer to renew or extend	Not Applicable	
d.	Termination by developer	Not Applicable	Rights to terminate are subject to state laws.
e.	Termination by franchisor without cause	Not Applicable	We must have cause to terminate the area development agreement.
f.	Termination by franchisor with cause	Section 9.1	We can terminate only if you are in default of your agreement.
g.	"Cause" defined – curable defaults	Section 9.1	You have 5 to 30 days to cure certain material defaults of the area development agreement.
h.	"Cause" defined – non-curable defaults	Paragraph 9.1.1	Non-curable defaults: insolvency, repeated defaults even if cured, abandonment, your obligations under the area development agreement; if you, for 4 consecutive months, or any shorter period that indicates an intent by you to discontinue your development of units within the development area, and termination of any of your franchise agreements, etc.
i.	Developer's obligations on termination/non-renewal	Article 10	In the event we terminate your area development agreement, you may continue to own and operate all units that you have developed or that have a lease agreement signed, and that are faithfully performing under the terms of the franchise agreement.
j.	Assignment of contract by franchisor	Article 11	No restrictions on our right to assign.
k.	"Transfer" by developer - defined	Article 11	Includes assignment and transfer of contracts, security interests and ownership change.
l.	Franchisor approval of transfer by developer	Article 11	We have the right to approve all transfers but will not unreasonably withhold approval.

m.	Conditions for franchisor approval of transfer	Article 11	You are not in default, the transferee is trained and signs the then-current area developer agreement, and a release signed by you.
n.	Franchisor's right of first refusal to acquire developer's business	Article 11	We can match any offer for your area development business within 30 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Article 11	We do not have the option to purchase your business assets upon termination or expiration of the area development agreement.
p.	Death or disability of developer	Article 12	The heirs or personal representative will have the right to continue to fulfill the area developer's obligations under the agreement; provided that a personal representative is approved or area development agreement must be assigned to an approved buyer within a reasonable time, not to exceed 160 days.
q.	Non-competition covenants during the term of the area development agreement	Article 12	No involvement in a competing business. Non-competition provisions are subject to state law.
r.	Non-competition covenants after the developer is terminated, transferred or expires	Article 12	No competing business for 2 years within your development area, or within 30 miles of your development area or within 10 miles of another then-existing inLIFE Wellness® franchise or company or affiliate owned business (including after assignment). If you compete within the time period, then this non-compete time period will be tolled for the period of your competition. Non-competition provisions are subject to state law. For a period of 3 years from termination, transfer, or expiration of your area development agreement, you cannot, on your own behalf or on behalf of a competing business solicit, divert or attempt to divert any business or customer from us, an affiliate, or our franchisees, or injure our goodwill.
s.	Modification of the agreement	Article 12	Modifications must be made in writing and signed by both parties; policies and procedures are subject to change by us.
t.	Integration / merger clause	Article 12	Only the terms of the area developer agreement are binding (subject to state law). Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the franchise disclosure document, its exhibits and amendments. Any representations or promises made outside of the franchise disclosure document and other agreements may not be enforceable.

u.	Dispute resolution by arbitration or mediation	Article 12	Except for certain claims, for all disputes, there must be a face-to-face meeting, mediation, and arbitration (see state specific addenda).
v.	Choice of forum	Article 12	All dispute resolution must be held in Dallas, Texas or the county where our then-current headquarters is located (subject to applicable state law).
w.	Choice of Law	Article 12	Texas law the Federal Arbitration Act, and the United States Trademark Act apply (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

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 below chart shows the historic financial performance for 2 of our 5 inLIFE Wellness studios: Addison, Texas and University Park, Texas from January 2025 through December 2025. Both locations have been open and operating for at least one year as of the issuance date of this disclosure document. Addison is a company/affiliate owned location and University Park is a franchise location co-owned with our CEO. The remaining 3 studios opened during 2025, were not open for a full calendar year, and have been excluded from the below.

Other than time in operation and being owned and managed by us, our affiliate-owned location does not differ materially to the anticipated characteristics of our franchisees' locations and offers products and services similar to what our franchisees will offer and follows the same inLIFE Wellness® system that our franchisees are required to follow including paying royalties and contributions to the Special Purposes Fund.

	Addison	University Park
Gross Profit	***$456,201.84***	***$278,995.27***
COGS -Instructors	$179,464.00	$180,474.00
Expenses		
Bank service charges	$353.38	$191.98
Cleaning	$625.00	$1,060.00
Dues & subscriptions	$8,327.90	$10,085.50
Gas & electric	$8,309.71	$7,124.08
Insurance	$4,047.26	$6,267.28

Local marketing	$39,412,85	$19,764.16
Rent	$99,912.28	$111,893.77
Repairs & maintenance	$2,458.97	$4,222.49
Royalty	$32,238.53	$34,800.00
Special Purposes Fund	$1,200.00	$2,400.00
Staff amenities	$724.42	$2,586.06
Studio amenities	$5,177.42	$8,584.56
Telephone & Internet	$4,372.93	$2,764.08
Other Expenses[1]	$6,848.61	$18,657.34
Total Expenses	$214,009.26	$230,401.30
Net Income	***$242,192.58***	***$48,593.97***

Notes and Definitions

[1] "Other expenses" covers expense line items that are not consistent between the two Studios and may be different between franchise units. Wages and salaries have not been included due to the fact many Studios are owner operated and therefore payroll will be lower than in locations where they are not owner operated.

"COGS" includes only instructor expenses.

"Gross Profit" means the total of all sales of all goods and services sold, traded, bartered, or rendered by you and income of every kind and nature, Including the value of a trade or other bartering, arising from your franchise business and tangible property of every kind sold by you during the term of the franchise agreement. Gross profit also includes insurance proceeds and/or condemnation awards for loss of sales, profits, or business. "Gross Profit" excludes bona fide credits or returns and excludes amounts paid by you for sales or use taxes on the sale of any products or services.

"Net Income" means gross profit minus expenses and cost of goods sold.

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

You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees listed in this disclosure document, may be one source of this information.

Other than the preceding financial performance representation, INLIFE WELLNESS USA, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Scott Capelin at 6814 Snider Plaza, Dallas, Texas 75205, (469) 403-0210, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

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

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	+0
	2024	0	0	+0
	2025	0	4	+4
Company Owned	2023	0	0	+0
	2024	0	2	+2
	2025	2	1	-1
Total Outlets	2023	0	0	+0
	2024	0	2	+2
	2025	2	5	+3

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

State	Year	Number of Transfers
Total	2023	0
	2024	0
	2025	0

[SPACE INTENTIONALLY LEFT BLANK]

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

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Texas[1,2]	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	4	0	0	0	0	4
Total	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025[1]	0	4	0	0	0	0	4

[1]The Coppel, Texas franchise opened in November 2025, after our the fiscal year end of September 30, 2025, and is not included in the above chart.
[2]Two franchise units (University Park and Frisco) are co-owned by our CEO.

Table No. 4
Status of Company-Owned Outlets[2]
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Texas	2023	0	0	0	0	0	0
	2024	0	2	0	0	0	2
	2025	2	0	0	0	1	1
Total	2023	0	0	0	0	0	0
	2024	0	2	0	0	0	2
	2025	2	0	0	0	1	1

[1] The University Park studio was sold to a franchisee but our CEO remained a co-owner.

Table No. 5
Projected Openings as of September 30, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Florida	0	0-4	0
Texas	5[1]	5-10	0
Total	0	5-14	0

[1] The Coppel, Texas location (see Franchisee Exhibit) opened in November 2025.

List of Franchisees
Exhibit "C" contains a list of our current franchisees. This is a new franchise offer and no franchises were sold, transferred, terminated, not renewed, reacquired or left the system at time of preparation of this disclosure document. If you buy in this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Sale of Previously Owned Outlet
We are not selling a previously owned franchised outlet now under our control.

Confidentiality Agreements
During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

Franchisee Organizations
We do not know of any trademark specific franchisee organization associated with our system that is required to be disclosed in this Item.

ITEM 21
FINANCIAL STATEMENTS

We are a start-up franchise. Our reviewed balance sheet dated September 30, 2025, and September 30, 2024, are attached as Exhibit "B." Our fiscal year ends on September 30 of each year. The franchisor has not been in business for 3 years or more and cannot include all the financial statements required by the Rule for its last 3 fiscal years.

ITEM 22
CONTRACTS

We have attached the following contracts: as Exhibit "A," the Franchise Agreement and its Exhibits, including Exhibit "A-10" as the Franchisee's Report; as Exhibit "G," the Area Development Agreement; as Exhibit "H," the Deposit Agreement; and as Exhibit "I," the Form Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

ITEM 23
RECEIPT

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this Franchise Disclosure Document. Both receipts should be signed and dated by you. One copy should be returned to us, and you should keep the other for your records. If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt by mailing it to us at 6814 Snider Plaza, Dallas, Texas 75205 or by emailing it to us at scott@inlifewellness.com.

ADDENDUM TO THE INLIFE WELLNESS® FDD
STATE REGULATIONS

SCHEDULE "A-1"
TO THE FDD

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

2. The following shall apply to Franchise Agreements in the State of Wisconsin:

   a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

   b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "A"
TO THE FDD

FRANCHISE AGREEMENT

inLIFE WELLNESS

FRANCHISE AGREEMENT

By and Between

INLIFE WELLNESS USA, LLC

and

____

(Franchisee)

INLIFE WELLNESS®
FRANCHISE AGREEMENT

TABLE OF CONTENTS

ARTICLE **PAGE**

<u>Exhibits</u>

INLIFE WELLNESS®
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into and made effective as of ______________ by and between **INLIFE WELLNESS USA, LLC**, a Texas limited liability company ("Franchisor" or "We," "Us" or "Our" as further defined in Article XXI below) and ______________________ ("Franchisee" or "You" or "Your" as further defined in Article XXI below).

WHEREAS, We have developed or have been licensed a system for the operation of a Pilates studio business known as inLIFE Wellness®, utilizing the Marks and System, and offering to the public Reformer Pilates and other related services and products ("Franchise Business"); and

WHEREAS, You are desirous of entering into an agreement with Us to be able to obtain the rights to operate a Franchise Business using the System.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

ARTICLE I
AWARD OF FRANCHISE

1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms, conditions and obligations herein, the non-exclusive, non-sublicensable, personal right to establish and conduct a Franchise Business as an inLIFE Wellness® franchisee and the right to use the System and the Marks only as specifically set forth herein. This right is granted for use only at a single location approved by Us ("Premises") within Your Territory listed on Exhibit "A-1" ("Territory"). You must operate Your Franchise Business in strict compliance with the terms and conditions of this Agreement and the Manuals.

1.1.1 Territory Rights. Except as set forth in this Agreement, during the term of this Agreement, We will not establish or operate a traditional company/affiliate-owned inLIFE Wellness® outlet or grant to any person or entity a franchise within the Territory using the same or similar System as that licensed by this Agreement.

1.1.2 Territory Adjustment. We have the right to adjust the boundaries of Your Territory if the population in Your Territory increases by 50% or more as measured from the date of this Agreement. In such case, any adjustment will not result in Your Territory having less than a population base of approximately 60,000 people. We also have the right to adjust the boundaries of Your Territory based on inadvertent error in the creation of Your Territory, or in an effort to more accurately reflect the target population after Your Premises have been selected and approved, or for other reasons that We may specify from time to time in the Manuals.

1.2 Scope of Franchise Operations. Throughout the term of this Agreement, You must at all times comply with Your obligations hereunder and must continuously operate Your Franchise Business and use Your best efforts to promote Your Franchise Business.

1.3 Our Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. You expressly acknowledge and agree that this license is non-exclusive, and that We retain, among other rights, the right, in Our sole discretion: 1) to establish and license others to establish and operate inLIFE Wellness® businesses outside Your Territory; 2) to operate and license others to operate businesses anywhere that do not operate under the inLIFE Wellness® brand name; and 3) to use the Marks and other marks in connection with the manufacture and sale of products at wholesale and at retail.

1.3.1 Non-Traditional Outlets. We reserve the right to open or sell franchises for outlets located in non-traditional locations within Your Territory. These outlets Include locations at convention centers, military bases, universities, sporting arenas, hospitals, airports, urban office buildings, government facilities, shopping malls, educational facilities, casinos, resort properties, and other similar locations. If You are granted the right to open a non-traditional outlet, You generally will not be awarded a territory for that non-traditional unit.

1.4 Rights to Use Channels of Distribution. Except for the rights expressly given to You, there will be no limitation on Our rights to deal with potential or actual customers located anywhere. We and Our affiliates expressly reserve the right to Market in Your Territory and elsewhere using Marketing strategies and distribution channels Including the Internet, websites, apps, television, radio, social media, direct marketing, national accounts, retail outlets, wholesale outlets, co-branding with other outlets, etc. You may not sell Our products and/or services using such reserved Marketing strategies and distribution channels without Our prior written permission. We do not pay You for soliciting or accepting orders for any products or services We or Our affiliates make inside Your Territory.

1.5 Restriction of Territory Rights. The rights and privileges granted to You under this Agreement are personal in nature. This Agreement is granted solely for the operation of a Franchise Business at the Premises and do not extend to the operation of a Franchise Business or any other use of the System from any other location within or outside Your Territory, or in any other manner, except as may be allowed by this Agreement and Our Manuals. You may only service customers at the Premises unless otherwise pre-approved in writing by Us. You cannot operate any other business from the Premises other than the Franchise Business.

1.6 No Automatic Rights for Further Development. Unless You enter into a separate area development agreement, You do not have the contractual right to open additional locations. The decision to grant You the right to open one or more additional locations will be at Our sole discretion. Additionally, to be considered for approval to open any additional location(s) You must not be in default of this Agreement or any other franchise agreements, and We must be offering franchises. If You are granted the right to open an additional location, You must sign Our then-current franchise agreement for that location, which may have terms materially different from this Agreement.

ARTICLE II
TERM AND SUCCESSOR FRANCHISE

2.1 Term. This Agreement will be effective when executed by both You and Us. The franchise term will be for a period of five years unless terminated earlier pursuant to Article XI herein If We are required by law or otherwise to give You notice before the Termination of this Agreement and fail to do so, this Agreement will remain in effect from month-to-month until We have given the required notice.

2.2 Successor Franchise. You have the right to be awarded a successor franchise ("Successor Franchise") upon the expiration of the original term for an additional term of five years if all the following conditions are met at the time You elect to renew: 1) You are not in default of this Agreement; 2) You have timely met material terms and conditions of this Agreement throughout the initial term; 3) You have complied with Our material operating and quality standards and procedures and any required modification to such standards and procedures; 4) You have timely paid all monetary obligations owed to Us during the term of this Agreement; 5) You are not subject to any pending litigation or governmental proceeding which could have a material adverse effect upon You or Your Franchise Business; 6) You give Us written notice whether or not You intend to renew at least six months and not more than 12 months prior to the expiration date of the term hereof; and 7) We are currently offering franchises. Your failure to give such notice will constitute an election ***not*** to enter into a Successor Franchise Agreement (defined below).

2.2.1 Commencement Date for Successor Franchise Term. Unless another date is specified in a Successor Franchise Agreement, which date will supersede, said Successor Franchise term, Including any month-to-month term, will commence on the day following the expiration date of the initial or applicable Successor Franchise term.

2.2.2 Notice of Non-Approval. We will have up to 60 days prior to the end of Your term to provide written notice in the event You do not qualify for a Successor Franchise or as otherwise required by law.

2.2.3 Successor Franchise Agreement. If approved as a Successor Franchise, You must execute Our then-current form successor franchise agreement ("Successor Franchise Agreement"). The Successor Franchise Agreement will Include personal guarantees and a general release of all claims against Us (existing at that time) arising from this Agreement, the relationship created herein, and Your Franchise Business. If You fail to execute such a release, the signing of the Successor Franchise Agreement will be the equivalent of the granting of such a release. The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement. You must sign and return to Us the Successor Franchise Agreement at least 90 days prior to the expiration of this Agreement, or You will, at Our election, be deemed to have withdrawn Your request to enter into a Successor Franchise Agreement. **You acknowledge that You will be bound by the form of the Successor Franchise Agreement in effect at the time which may contain Fees and charges, territorial, and other changes in material provisions different from those contained in this Agreement, Including terms affecting payments to Us or Our affiliates.** If You fail to sign a Successor Franchise Agreement for any reason but continue to operate Your Franchise Business, at Our election, You will be deemed to have renewed on a month-to-month basis, requiring You to abide by Our then-current Fees. Including any increased royalties and/or Marketing Fund fees. In addition to Our rights to terminate as set forth in Article XI, Your month-to-month Franchise Business may be terminated by Us upon 30 days' prior written notice to You for any reason whatsoever.

2.2.4 Successor Franchise Fee. If approved for a Successor Franchise, You shall pay to Us the non-refundable Successor Franchise Fee set forth in Exhibit "A-3," payable in full at the time of execution of the Successor Franchise Agreement.

2.2.5 Upgrading Your Franchise Business. As a condition to Us approving You entering into a Successor Franchise Agreement, at Your expense, You are required to Update Your Franchise Business and Premises to the extent and in the manner specified by Us to conform with and bring it up to the standards, image, and capabilities of new inLIFE Wellness® businesses being opened at the time the Successor Franchise takes effect. Unless otherwise waived by Us, such Updates must be made within six months of signing the Successor Franchise Agreement. You shall make all necessary arrangements to continue the occupancy of Your existing Premises through the Successor Franchise term(s) unless We give written permission to relocate Your Premises.

2.2.6 Successor Franchise Training. As a condition to Us approving You entering into a Successor Franchise Agreement, Your Operating Principal, and/or other key Personnel may also be required to attend and successfully complete trainings, certifications, and other programs at such times and locations as We specify. You may be required to cover the cost of travel, meals, lodging, and other related costs for such training and certifications.

ARTICLE III
INTELLECTUAL PROPERTY

3.1 Intellectual Property and Confidential Information. You acknowledge that: 1) as between You and Us, We have the sole rights in and to the Intellectual Property and Confidential Information; 2) Your right to use the System is granted by Us solely pursuant to the terms of this Agreement; and 3) as between You and Us, We have the sole right to license and control Confidential Information and Intellectual Property. Our Intellectual Property and Confidential Information provided to You by or through Us will remain Our sole property. You acknowledge that Our Confidential Information and Intellectual Property are unique and/or confidential and may contain trade secrets and other material proprietary to Us.

3.2 Use of Confidential Information and Intellectual Property. You have a non-exclusive right to use the Confidential Information and Intellectual Property and only in connection with Your Franchise Business and in accordance with Our Manuals and this Agreement. You understand and agree that the use of Our Confidential Information, Intellectual Property, and goodwill are all temporary benefits and expire with the Termination of this Agreement. You expressly covenant that during the term of this Agreement and after the Termination thereof, not to: 1) directly or indirectly contest or aid in contesting the validity of Our ownership of, or rights in, the Confidential Information or Intellectual Property; 2) in any manner interfere with or attempt to prohibit Our use of the Confidential Information or Intellectual Property and derivatives thereof or any other name, trademark or service mark that is or becomes a part of Our System; or 3) interfere with the use of Our Confidential Information or Intellectual Property by Our other franchisees or licensees at any time.

3.3 Use of Marks and System. You have the non-exclusive right to use Our Marks and the System as directed by Us. You shall only use Our Marks licensed by this Agreement and only with the letters “TM,” “SM” or “®,” as appropriate, approved and as instructed by Us, whenever and wherever such Marks are used. You shall not use Your own name or any other name service or product in connection with any of Our Marks without Our prior written consent. You are prohibited from using any Mark in connection with the performance or sale of any unauthorized service or product. You cannot use the Marks or System in any manner or otherwise take any action (or inaction) that would or may cause the Marks or the System to be subject to any ill repute or negative publicity. You cannot use the Marks on any intercompany documents to identify Your Franchise Business or entity (Including in or on employee manuals, handbooks, emails, letterhead) or on business checks or bank accounts. All communications with Your Personnel must be under Your entity name. However, You will be able to use Your assigned DBA on such documents. See Section 3.7 below.

3.3.1 Cooperation. You shall execute any and all additional papers, documents and assurances in connection with the Marks as reasonably requested by Us and agree to cooperate fully with Us and any of Our other franchisees or licensees in securing all necessary and required consents of any state agency or legal authority for the use of the Marks or any other name, trademark, service mark, logo or slogan that is now or later becomes a part of Our System.

3.3.2 Use in Marketing. The use of the Marks in Marketing is set forth in Article X.

3.3.3 Modification of Marks. We have the right, in Our reasonable discretion, to require You to change, modify, or discontinue the Marks or to use one or more additional trademarks, service marks, logos, and/or other symbols in connection with the operation of the Franchise Business. In that event, You must bear the cost of using such additional or modified Marks or items in accordance with Our reasonable directives.

3.3.4 No Registration. You cannot make application for registration, domain name, or other protection of any of the Marks, or any other trademarks, service marks, symbols, names, slogans, logos, trade names, abbreviation, acronym, phonetic or visual variation of the Marks, or any items that are similar or derivatives therefrom in any jurisdiction without Our prior written consent and then only upon the terms and conditions specified by Us in connection therewith.

3.4 Copyrights. All right, title, and interest in and to Copyright Materials are Our sole and exclusive property and cannot be reproduced or replicated either during or after this Agreement. You have no rights to make any direct or indirect use of the Copyright Materials except as allowed under this Agreement.

3.5 Sole Control. As between You and Us, We will have the sole control over any legal or administrative action concerning the Confidential Information or Intellectual Property. You must promptly notify Us in writing of any unauthorized use of Our Confidential Information and Intellectual Property, or of any claim, demand or suit by any person, corporation or other entity based upon or in connection with any of Our Confidential Information or Intellectual Property licensed hereunder in which We have an interest.

3.5.1 Infringement. We are not required to take any affirmative action when We are notified of such uses or claims, and We are not obligated to protect any rights that You have to use the Confidential Information and Intellectual Property, or to protect You against claims of infringement or unfair competition. However, in the event We do undertake the defense or prosecution of any litigation pertaining to any Confidential Information or Intellectual Property, You must execute any and all documents and do such acts and things as may, in the opinion of Our counsel, be necessary to carry out such defense or prosecution. If We fail to undertake action within a reasonable time after receipt of Your notice regarding any such claim, demand or suit, then You may, with Our prior written consent (but You will not have the obligation), undertake the defense of any such proceeding and will do so at Your sole cost and in strict coordination and oversight with Us. You shall not do any act or make any claim which is contrary to or in conflict with Our rights in Our Confidential Information or Intellectual Property. We are not required to defend or indemnify You for expenses or damages if You are party to an administrative or judicial proceeding involving the licensed Intellectual Property.

3.6 Goodwill. All goodwill associated with the Marks and the System belongs exclusively to Us. You acknowledge that valuable goodwill is attached to the Marks and System, and that We have invested and continue to invest time and capital into promoting the System and that such promotion creates goodwill and customer association which benefits Us, You, and all other franchisees in the System. Furthermore, even goodwill associated with the Marks and System that might be deemed to have arisen through Your activities is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law.

3.6.1 Customer Data. All Customer Data is Our sole property and inures directly and exclusively to Our benefit. You have a royalty-free, non-exclusive right to use the Customer Data during the term of this Agreement. You must gather, upload, and/or store all Customer Data as required by Us. To the extent that We do not otherwise have access, You must provide Us copies of all Customer Data upon request. You must abide by all applicable laws pertaining to the privacy of consumers, employees, and transaction information, and do-not-contact laws. If We allow You to use the Customer Data to transmit advertisements to customers and potential customers, You are solely responsible to comply with the laws pertaining to calling or texting customers, the sending of emails, or any other transmission of information, Including any anti-spam legislation.

3.7 Fictitious Business Name. You must not use Our Marks or any other name similar thereto in the name of any partnership or entity owned or formed by You, whether to own or operate Your Franchise Business or otherwise. However, within 30 days of signing this Agreement, You must file for a certificate of assumed or fictitious name or a "doing business as" name ("DBA") using our Marks as designated by Us, and in the manner required by applicable state law so as to notify the public that You are operating Your Franchise

Business as an independent business pursuant to this Agreement and must Include Your assigned franchise designation in such filing. You must provide Us with a copy of Your DBA registration and/or certificate upon receipt of the same, and upon Our request from time to time.

3.8 Maintaining Secrecy. You shall: 1) fully and strictly adhere to all security procedures prescribed by Us in Our sole discretion for maintaining the secrecy of Our Confidential Information; 2) disclose such information to Your Personnel only to the extent necessary to Market Our products and services and for the operation of the Franchise Business in accordance with this Agreement; 3) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Us; and 4) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

3.9 Changes to the System. You shall fully disclose all Innovations to Us, without disclosing the Innovation to others and shall obtain Our written approval before using or implementing an Innovation. All Innovations are owned by Us and considered a “work-made-for-hire.” If all or part of any Innovation that You create is for any reason deemed not to be a work-made-for-hire, then You hereby irrevocably transfer and assign to Us or Our affiliate all right, title, interest and ownership, Including license rights, in the Innovation, and You agree to sign (or have the creator sign) any document necessary to effectuate the transfer and assignment. To the extent You have any moral or similar rights in an Innovation or derivative thereof, You expressly waive those rights. Any Innovation may be used by Us and all other franchisees without any obligation to compensate You. We reserve the right to make application for and own Intellectual Property relating to any Innovation, and You shall cooperate with Us in securing these rights. We may also consider an Innovation as part of Our trade secret. At Our discretion, We may authorize You to utilize Innovations that may be developed by You, Us, or other franchisees.

3.10 Association with Causes; Co-Branding. You cannot, without first receiving Our written approval, in the name of the Franchise Business or in any manner associated with the Marks: (i) donate money, products, or services to any charitable, political, social, religious, or other for-profit or non-profit organization, cause, or position; or (ii) act in support of or against any such organization, cause, or position. You cannot “co-brand” or use the Marks or Your Franchise Business to associate any other business activity in a manner which is likely to cause the public to perceive the activity to be related to or sponsored by the brand or System.

3.11 Consent to Use of Likeness and Your Franchise Business. You agree that We have the right to use the likeness (Including photographs or videos containing images) of You and Your Franchise Business for any purposes relating to the Marketing of the System or Marks. You agree that no compensation will be due to You for such use.

ARTICLE IV
CONSTRUCTION, COMMENCING OPERATIONS, AND LEASE

4.1 Location of Premises. You must select a site for Your Premises within the designated search area listed on Exhibit “A-1” (“Search Area”). You understand that the Search Area is not the protected Territory but it is only the area where You may look for an approved Premises. The Search Area may not be exclusive to You as We reserve the right to sell franchises or develop an outlet in the Search Area, but We will not sell or develop any traditional units within Your Territory once established. Your Premises must strictly comply with local zoning, state and federal laws, rules, and regulations.

4.1.1 Location Approval. We must approve Your proposed site before You commit to purchase any real property, sign a lease, or commence construction. However, it is Your responsibility, at Your sole cost and expense, to select the site within the Search Area. You must provide Us with the street address of the proposed site, the site report, and such other information as We request, Including pictures, existing brochures of the proposed site, etc. You must have a site approved by Us within 90 days of signing this Agreement. You acknowledge that although We must approve Your site, We do not warrant or guarantee the success of the site. You must not commit to purchase or lease any real property or commence construction unless and until You have Our written approval of the proposed location.

4.2 Lease. A Lease must be in place within six months from the date of this Agreement. We have the right to review and approve or disapprove the Lease for Your Franchise Business prior to execution. If We review Your Lease, at Our discretion, the scope of Our review may be limited to adherence to Our requirements rather than a review of the underlying terms of the Lease. You acknowledge that in no way does Our review of the Lease amount to any endorsement or warranty of the Lease, nor does it create an assumption of liability or responsibility to You or to any third parties, and that any Lease review is strictly to review whether certain terms of the Lease fall within the acceptable criteria We have established as of the time of Our approval. You must also deliver an executed copy of the Lease along with the signed lease rider attached as Schedule “A-6.1” to Exhibit “A-6” to Us within 15 calendar days after execution.

4.2.1 Assignment of Lease. You hereby assign and transfer all rights and interest in and to the Lease to Us to be effective upon Our election when this Agreement Terminates, the Lease terminates, or if You do not timely cure a default under the Lease. In such an event, We will have the right, but not the obligation, to accept the assignment and assume the Lease or execute a lease with You as provided below. We also have the right to assign the Lease to another franchisee or an affiliate of Ours. You are required to have Your landlord sign Our form Landlord’s Consent to an assignment of the Lease before the Lease is signed. The Landlord’s Consent is attached hereto as Exhibit “A-6”. You must deliver an executed copy of the Landlord Consent to Us with the executed Lease. If You own the Premises, You hereby agree, at Our election to lease the facilities to Us, (which We may assign to Our affiliate, or another franchisee, at Our election) upon Termination of this Agreement at a rate not to exceed its fair market rental value, and on commercially reasonable terms and conditions.

4.2.2 Assumption of Lease. We will have 30 days from the date of Termination of this Agreement or the termination of Your Lease, or 30 days from the date You do not cure a default under the Lease, to exercise Our right and option to take and assume the Lease for the Premises. If the option is exercised, We will notify You and the Landlord of Our exercise within the option period. In such event, You agree to bring all obligations under the Lease current as of the date of possession by Us as well as to indemnify Us against all losses and costs arising by virtue of, attributable to, or in any way related to the period of Your possession of the Premises. All taxes, utilities, rentals, and other charges will be prorated between Us and You as of the date of Our possession. We will not be obligated to pay Your arrearages. After the date of possession, We agree to indemnify You against all Lease obligations solely attributable to the period of Our possession of the Premises. You agree that no compensation for the Lease is payable by Us to You unless the Premises are owned by You. The Lease will be transferred to Us without payment of any kind to You by Us for the Lease other than the indemnification provided above.

4.3 Construction. Any construction of the Premises must be done in strict accordance with the specifications approved by Us. You must commence construction within six months from the date of this Agreement, and construction must be completed within nine months from the date of this Agreement.

4.3.1 Design of Premises. At Your expense, You are required to follow Our interior and exterior design standards and specifications. You must employ and pay an architect or engineer approved by Us to accomplish and prepare a preliminary floor plan and develop a preliminary set of plans, specifications and related construction documents for Your Franchise Business. You are also responsible for obtaining any required permits.

4.3.2 Setting Up the Premises. You shall arrange the fixtures, signs, furniture, décor, and other items of the Premises in strict compliance with the format and color schemes required by Us and to work with Our approved suppliers providing such items. We must approve Your Premises setup prior to opening, and if any elements of the Premises do not meet Our specifications, You will, at Your cost, be required to make the required adjustments.

4.3.3 Abandonment of Construction. Abandonment of construction or stoppage of construction for six or more weeks due to Your fault or neglect will be grounds for terminating this Agreement.

4.3.4 Approval of Construction. You may not operate Your Franchise Business if construction, improvements, or any fixtures do not conform to Our approved specifications and failure to correct any unauthorized variance for such plans and specifications within 30 days after written notice from Us will be grounds for terminating this Agreement. We have the right to supervise and inspect all construction to assure compliance with approved plans and specifications.

4.4 Commencing Operations. You are required to commence operations not later than three months following completion of construction of Your Premises and in no case later than 10 months from the date of this Agreement.

4.4.1 Conditions to Opening. You shall notify Us in writing at least three months before You intend to open the Franchise Business to the public. Before opening, You must satisfy all the following conditions: 1) You are in compliance with this Agreement; 2) You have obtained all applicable governmental permits, licenses, certificates of occupancy, and authorizations; 3) the Franchise Business conforms to all applicable System standards; 4) We have inspected and approved the Franchise Business, which may be done virtually, at Our discretion; 5) You have hired sufficient Personnel; 6) the required Personnel have completed all Our required pre-opening trainings and certifications; and 7) We have given You Our written approval to open, which will not be unreasonably withheld.

4.5 Relocation of Premises. You are not allowed to relocate Your Premises without Our prior written approval. Approval to relocate will be based upon the same criteria used in approving a new franchisee's proposed site. You must demonstrate the financial ability to relocate as part of Our approval process. We have the right to deny a request for relocation in Our sole discretion.

4.6 Failure to Meet Deadlines. If You fail to meet a deadline listed in this Article and fail to cure, or if We cannot agree on a site location, this Agreement is subject to Termination by Us, at Our option. However, You may be granted an extension by up to three months at Our discretion if You demonstrate a good faith effort in complying with this Article.

ARTICLE V
FEES AND REPORTS

5.1 Initial Franchise Fee. You shall pay Us the initial franchise fee listed in Exhibit "A-3" in one lump sum at the time of execution of this Agreement. The initial franchise fee must be paid by wire transfer or certified check. The initial franchise fee is fully earned by Us and is non-refundable. No rights or privileges under this Agreement exist until the initial franchise fee is paid in full.

5.2 Royalty. You shall pay Us a non-refundable, on-going royalty as listed in Exhibit "A-3." The first royalty payment due the earlier of the first day of the month Your Franchise Business is schedule to open (e.g. if Your Franchise Business is set to open on June 18, Your first royalty payment shall be due on June 1), or 12 months from the date of this Agreement. The royalty is in consideration of a license to use Our designated

Intellectual Property and Confidential Information in accordance with this Agreement and the Manuals and not in exchange for any specific services We render.

5.3 Marketing Fees.

5.3.1 Special Purposes Fund. You shall pay Us the ongoing Special Purposes Fund fee listed in Exhibit "A-3" for Our Marketing programs as further described in Section 10.1 below.

5.3.2 Opening Marketing. You are required to spend at least $15,000 in promoting Your opening in forms and mediums as approved by Us.

5.4 Calculation and Reporting. The calculation, reporting and payment of the Fees specified in Sections 5.2 and 5.3 above will be made as follows:

5.4.1 Gross Sales and Other Reports. See Section 5.5 below.

5.4.2 Payments; Due Date. Unless otherwise specified in this Agreement or the Manuals, all fees and payments to Us or Our affiliate are due and payable on the date designated by Us. All Fees and payments to Us must be paid in accordance with Our then-current electronic funds transfer, ACH or other automatic withdrawal program or as specifically directed by Us. Currently, the royalty and Special Purposes Fund fees are due and payable and must be received by Us or credited to Our account by pre-authorized bank debit and automatically withdrawn from Your Operating Account. Our current ACH agreement is attached hereto as Exhibit "A-7" and may be modified by Us at any time at Our sole discretion. You must have an active ACH agreement with Us at all times. Before terminating or canceling any active ACH agreement, You must provide a new ACH agreement to Us so that there is no time in which We do not have the ability to automatically withdraw or debit all payments and Fees due and owing to Us. You shall pay all service charges and fees charged to You by Your bank so that We may electronically debit Your bank account. You agree that Your obligation to pay all Fees due under this Agreement are absolute and unconditional.

5.4.3 Operating Account. You may not have more than one Operating Account associated with the Franchise Business and You may not switch Your Operating Account to a different account without Our prior written permission. If You fail to timely report Gross Sales, We may automatically sweep or debit an estimated amount of Fees due to Us. You shall pay Us any amount owing if We underestimate Your payment to Us, and We will credit You with any overage that We charge. You are required to provide Us with view-only access to Your Operating Account.

5.4.4 Late Fees; Insufficient Funds Fee. You will be charged a late Fee if a required Fee, payment to Us or an affiliate, or report is not timely received by Us or an affiliate, and You will be charged per bounced check or insufficient funds transfer. See Exhibit "A-3." These amounts may be adjusted by Us from time to time in the Manuals.

5.4.5 Interest. In addition, all Fees that are not paid when due will be assessed and accrue interest from the due date to the date of payment, both before and after judgment at the rate of 10% per annum or the maximum rate allowed by law, whichever is less. In no event will any amount be charged as interest or late fees that otherwise exceeds or violates any applicable legal restrictions. Unpaid interest charges will compound annually.

5.4.6 Sales or Use Tax. If there is hereafter assessed any nature of sales tax or use tax or other value added tax on Fees that You pay to Us, You shall also pay Us the applicable tax when invoiced.

5.5 Reports and Financial Statements. You must submit the following reports by the following due dates. We reserve the right to require all reports to be submitted at more frequent intervals.

TYPE OF REPORT	DUE DATE	REMARKS
Gross Sales Report	Quarterly	You must submit this report in a form we approve or require.
Monthly Financial Statements	The 15th day of each month	These financial statements do not need to be prepared by your accountant or audited unless requested by us. We can also require You to submit other financial statements at Our discretion.
Local Marketing Report	The 15th day of each month	This report must detail your expenditures for local marketing in a form we may require.
Annual Financial Statements	On or before January 31 of each year or upon request	This is a complete financial statement for the preceding calendar year, including a profit and loss statement and balance sheet. These financial statements do not need to be prepared by your accountant or audited unless requested by us.
IRS Form 941 (Employer's Quarterly Federal Tax Return)	Quarterly, within 15 days of filing or upon request	
Other Reports	Upon request	Those additional reports that We may from time to time require, Including sales and cost data and analyses, tax returns, advertising budget, expenditures, inspection reports, etc.

5.5.1 Access and Use of Financial Records. We or Our certified public accountants or other duly authorized agents, have the right during normal business hours to conduct computer and other audits and to examine and make copies of Your books, records, business bank accounts, financial statements and sales and income tax returns, and You must keep complete and accurate books and records of the operation of Your Franchise Business. You shall provide Us with access to, or copies of, all financial records in the time We require. We are not required to give You advanced written notice of an audit or financial inspection.

5.5.2 Audit of Books and Records. If any audit or financial inspection discloses a deficiency of amounts owing to Us or Our affiliate(s), You shall immediately pay Us the amount of the deficiency, the appropriate Fee for late charges, and if the deficiency is 2% or more, You shall reimburse Us for the total expense of the audit or investigation, Including the charges for the accountant and the travel expenses, room, board, and other costs incurred in connection with the audit. Your failure to report Gross Sales for any period, or Your failure to retain and have available, readable, and organized required records will be deemed an understatement by more than 2%.

5.6 Application of Payments. We can apply any payments received from You to any past due or then-current indebtedness of Yours for any payments owing to Us.

5.7 No Refunds. The Fees set forth in this Agreement are not refundable.

5.8 Funding. You are solely responsible for obtaining all funding for Your Franchise Business. Failure to obtain sufficient initial funding for opening Your Franchise Business is grounds for termination of this Agreement.

5.9 Non-Compliance Fines. In Our sole discretion, as an alternative to placing You in default, as determined on a case by case basis, Including for failure to cure a prior default even if a fine has been imposed, We may issue You a fine or fines for certain violations of this Agreement and/or the Manuals. See Exhibit "A-3." If You do not correct the violation within the time required by Us, We have the right to put You in default. We are not obligated to charge You a fine before putting You in default. All fines and charges are to be paid upon billing or in accordance with Our electronic funds or automatic withdrawal program, if established. These fines are paid to Us to reimburse Us for Our administrative and management costs to address the violation, are not a penalty or estimate of all damages arising from Your breach, and are not Our sole remedy. Our decision to impose or not to impose a fine for Your non-compliance does not constitute a waiver of any other right that We may have under this Agreement, Including Termination of this Agreement.

5.10 Technology Fee. You shall pay Us the Fee listed in Exhibit "A-3" for utilization of Our technology suite. We can designate that You pay all or a portion of this Fee directly to the supplier. We may increase this Fee to account for new, additional, modified, or substituted technologies and increased costs.

ARTICLE VI
FRANCHISEE'S OPERATIONAL COVENANTS

6.1 Business Operations. In addition to other obligations, requirements, and covenants set forth in this Agreement:

6.1.1 Compliance with Applicable Laws. You are solely responsible for ensuring compliance with all applicable laws, ordinances and regulations or ruling of every nature whatsoever which in any way regulate or affect the operation of Your Franchise Business.

(i) Permits and Licensing. You shall obtain and maintain all required permits and licenses for the operation of Your Franchise Business.

6.1.2 Appearance; Customer Service. You shall establish and maintain the Premises in a clean, attractive, and repaired condition; perform work competently and in a workmanlike manner; give prompt, professional, courteous, and efficient service to the public adhering to the highest standards of honesty, integrity, fair dealing, and ethical conduct; and otherwise operate Your Franchise Business in strict compliance with Our System, policies, practices, and procedures contained in the Manuals or otherwise communicated to You so as to preserve, maintain, and enhance the reputation and goodwill of Our System. You are solely responsible for the safety and well-being of Your customers. You must promptly respond to all complaints received from Your customers or other individuals and to resolve the complaint in a reasonable business-like manner. If You do not respond to the complaint in a manner We deem sufficient to preserve the goodwill of the brand, We may (but are not required) to address the customer's complaint to preserve goodwill and prevent further damage to the Marks. Nothing in this Section or in any other provision of this Agreement is to be construed to impose liability upon Us to any third party for any of Your actions or obligations. We reserve the right to require that Your Personnel comply with any dress code, Mark, or other brand-related standards that We may require. You shall arrange the equipment, fixtures, signs, furniture, and décor of the Franchise Business in strict compliance with the format recommended or required by Us.

6.1.3 Signage. You must have the number of interior and exterior signs as required by Us and according to Our specifications. All signs to be used on, in, or in connection with Your Franchise Business must meet Our specifications and must be approved in writing by Us prior to use by You. You shall maintain all signs in good condition and undertake such repairs and or replacements at Your expense as We reasonably determine to be necessary. You are required to use the location's pylon/pole or monument sign, if available. You understand and acknowledge that although You are required to purchase and display signage, Including signage displaying Our Marks, You do not own rights to use or keep any signs following Termination.

6.1.4 Training. Your Operating Principal, Owners, and key personnel (Including designated managers) are required to attend and successfully complete Our training program at least four weeks prior to opening Your Franchise Business. The initial training is both online and in-person. The length of in-person training is generally one to two days but could be longer if Your attendees fail to successfully complete the training. Successful completion will be determined by Our trainers but may Include demonstrating knowledge of the inLIFE Wellness® system, and each attendees full attendance, participation, and completion of our online learning modules. Failure to successfully complete training is a default of this Agreement. There is no training fee for up to six attendees. Each person must attend the same training session. You must cover the travel, food, and lodging costs as well as compensation for Your attendees.

(i) Replacement Training. Any new Operating Principal or key personnel must complete the initial training program within 15 days of hire or designation as Operating Principal. The Fee for this training is listed on Exhibit "A-3." Upon receiving our written permission, Your new key personnel may be trained by Your Operating Principal, but We can require Your key personnel to be trained by Us if We reasonably believe such training would be in the best interest of Your Franchise Business.

(ii) Additional In-Person Training. Depending on availability and advanced written notice, if You would like additional in-person assistance, We may provide this assistance to You. We have the right in Our sole discretion to limit additional assistance to a certain number of days, attendees, and/or representatives at a time. We can also require Your Operating Principal and/or other key personnel to attend additional trainings if You are in default, or if We reasonably believe such training would be in the best interest of Your Franchise Business. Our current Fee for additional in-person assistance is listed in Exhibit "A-3." For all training, You shall also bear the costs of travel, food, lodging and compensation of Your attendees or Our representatives (as applicable) in connection with training.

(iii) Non-Disclosure. All attendees at a training must sign a non-disclosure agreement acceptable to Us before attending a training.

(iv) Professional Development. We have the right to require that You hire or engage Our designated business coach or professional development group ("Professional Development"). In such event, You would be required to contract directly with Our designated service provider within 30 days of Our notice to You of this requirement and make all required payments directly to the service provider. We will not require You to engage in Professional Development more than once every five years. All Professional Development services will be governed by the service provider. In the event You fail to make any payment, We have the right to debit Your Operating Account and make the payments on Your behalf.

6.1.5 Other Agreements. You must execute all other agreements required under this Agreement or as reasonably requested by Us from time to time and to provide Us with a copy within 15 days of execution.

6.1.6 Management. Your Franchise Business must be managed by either Your Operating Principal or a trained designated manager who will be required to devote their full time, attention, and best efforts to the management and operation of Your Franchise Business. You must disclose the identity of Your Operating Principal to Us, and You must immediately notify Us in writing if Your Operating Principal is no longer acting in such capacity. We must approve of Your Operating Principal and any replacement Operating Principal.

(i) Unless Your Operating Principal acts as the full time manager of the Franchise Business, Your Operating Principal is not required to work a certain or minimum number of hours; however, Your Operating Principal must maintain sufficient inventory, supplies and products, and work sufficient hours to operate Your Franchise Business or supervise Your managers and employ adequate Personnel to operate Your Franchise Business at its maximum capacity and efficiency. Your Operating Principal must be Your primary contact person with Us. In addition, We require that Your Operating Principal or Your full-time manager, if Your Operating Principal will not act as the full-time manager of the Franchise Business, must be a certified Pilates instructor.

(ii) Although We do not require Your Operating Principal to be involved in the day-to-day, on-premises management, Your Operating Principal is required to participate in Your Franchise Business as follows: (i) be directly responsible for overseeing all accounting, reporting and bookkeeping, and all financial components of the Franchise Business; (ii) attend and complete all training and retraining courses required by Us; (iii) attend any annual or special meetings of franchisees called by Us; (iv) be directly involved with site selection, construction, and Updates, (v) be directly involved in all Personnel decisions affecting the Franchise Business; and (vi) conduct frequent inspections of the Franchise Business operations to ensure the highest standards of professionalism, cleanliness and general pleasant appearance in compliance with Our approved methods.

(iii) Your Operating Principal must devote their primary attention to the Franchise Business, and You, Your Operating Principal and Your manager(s) must keep free from any conflicting or competing enterprises or any other activities that would be detrimental to or interfere with the operation of Your Franchise Business.

6.1.7 Operational Hours. You shall operate Your Franchise Business seven days per week throughout the year and at the hours We may designate and consistent with Our brand (unless otherwise prohibited by the law of Your state or waived in writing by Us).

6.1.8 Remodel and Upgrades. You are required to Update Your Franchise Business and Premises from time to time as We may reasonably direct, but not more often than every five years, and We will not obligate You to invest additional capital at a time when the investment cannot in Our reasonable judgment be amortized during the remaining term of this Agreement (except for required changes to the Marks, or changes due to health or government mandates, guidelines, or public concerns, which We may require at any time). This can Include structural changes, new flooring, wall treatments, signage, remodeling, redecoration, new furnishings, fixtures and décor, and such modifications to existing improvements as may be reasonably necessary, such that all inLIFE Wellness® locations will have a generally similar look, appearance and capabilities. We may also require You to invest in new or updated equipment, furniture, fixtures, and technology at any time. You acknowledge that this obligation is reasonable and necessary to ensure continued public acceptance and patronage to Our brand and to avoid deterioration or obsolescence in connection with the operation of Your Franchise Business. You must complete all such Updates within the time specified by Us in any Update notice to You. You shall also complete any day-to-day maintenance issues as they occur. In the event You relocate Your Premises to a new approved location, or sign a Successor Franchise Agreement, You must bring Your new Premises up to Our then-current standards.

6.1.9 Your Personnel. You shall at all times during the operation of the Franchise Business maintain a staff of trained Personnel sufficient to operate the Franchise Business in compliance with Our brand standards. You acknowledge and agree that You, Your Principals, and Your Personnel are not Our employees or independent contractors. You are solely responsible for the hiring, firing, discipline, scheduling, management, compensation, supervision, assignment of duties, directions governing the manner, means, and methods of the performance of duties, work rules, safety, working conditions, and training of Your Personnel. We do not assist You in employment-related decisions, or in creating any policies or terms and conditions related to the management of Your Personnel or their employment.

(i) Sample Employment Manual. We may provide You with a sample employee guide or manual, but it will only be an example of certain employment matters that You may choose to adopt or not. You must use Your own discretion on what policies to implement for Your Personnel based on Your own circumstances and management decisions. The sample manual is not edited or reviewed frequently to stay up to date with current or state specific employment laws and some policies may be outdated or conflict with current existing state or federal employment laws. You must seek Your own legal counsel to determine those policies that are legally compliant with current employment laws in Your state to draft Your own employee handbook. It is Your responsibility to comply with local and federal labor and employment laws.

(ii) Notification to Personnel. You further agree that in any office, break room, or other non-public area accessed by Your Personnel, You will post a sign or other document containing language We require explaining the differences between You, their employer or contractor, and Us, as the franchisor.

(iii) Personnel Acknowledgement Agreement. Your Personnel must execute Our Personnel Acknowledgement Agreement (see Exhibit "A-5). Although We provide You this form You are responsible to conform it to the laws and regulations of Your state. You shall promptly deliver a copy of all such agreements to Us within 10 days of hiring of the respective Personnel.

6.1.10 Insurance.

(i) Minimum Limit Requirements. You shall at all times during the entire term of this Agreement and at Your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc.:

Type of Insurance	Minimum Required Amount(s)
Commercial General Liability Insurance	$1,000,000 per occurrence and $3,000,000 in the aggregate or leasehold minimum, whichever is greater
Property Damage	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage
Government Required Insurances	All workers' compensation and employment insurance on your employees as required under all federal and state laws (cannot exclude owner-operator requirement)

(ii) Policy Requirements. Other than worker's compensation, these policies must insure You and Us, INLIFE WELLNESS USA, LLC, 6814 Snider Plaza, Dallas, Texas 75205, and Our nominees as additional insureds, without regard to any other insurance program that We may have in effect, against any liability that may accrue by reason of or relating to Your ownership, maintenance, or operation of the Franchise Business wherever it may be located. Your insurance is primary and non-contributory. Any insurance obtained by Us is solely for Our benefit and not for the benefit of You or Your Franchise Business. These policies must Include a waiver of the insurer's right of subrogation against Us and provide coverage for Your indemnification obligations under this Agreement. These policies must stipulate that We will receive a 30-day written notice prior to renewal or termination, and We must receive a 30-day notice of any modifications. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Us must be furnished to Us together with proof of payment prior to You beginning operations and within 15 days of any request which We may make from time to time.

You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. If You fail to obtain insurance and keep the same in full force and effect, We may obtain insurance at Our discretion, and You must reimburse Us the premium costs, plus an administration Fee for Our time (see Exhibit "A-3"). We may periodically increase the amounts of coverage required and/or require different or additional coverage. We have the right to require that You obtain from Your insurance company, and subsequently provide to Us for Our review, a report of claims made and reserves set against Your insurance (commonly known as "loss runs"). If Your Premises are damaged and covered by insurance, You must use the proceeds to restore the facility to its original condition no later than 160 days from receiving the proceeds.

(iii) Continuation of Policy. Regardless of the amounts We state above, it is Your responsibility to maintain adequate insurance coverage at all times during the term of and after the expiration of this Agreement, so that coverage, Including any policies that are on a "claims-made" basis, which through the purchase of an extended reporting endorsement (i.e., "tail" insurance) will be in effect for acts or omissions that occurred prior to the termination of the policy and are reported within a 24-month period following the end of the policy period.

6.1.11 Pricing. We may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing You may charge for products and services. If We impose a maximum price for any product or service, You may charge any price for the product or service up to and Including the maximum pricing We impose, but You may not charge any price in excess of the maximum pricing. If We impose minimum pricing for any product or service, You may charge any price down to and Including the minimum pricing imposed, but You may not charge any price below the minimum pricing set by Us. Unless otherwise agreed to by Us in writing, You cannot Market prices lower than, or inconsistent with, Our suggested prices outside of Your Premises and Your proposed advertised pricing must be competitive with Your local market. Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits.

6.1.12 iPad and Computer System. At Your expense, You must purchase at least one 12.9" iPad Pro which must meet our specifications and be capable of interfacing with our computer system and required software, along with other computer hardware and software systems as may be designated by Us from time to time, in strict accordance with Our specifications. We can mandate the forms of payment that You can or must accept. We reserve the right to change the tablet and computer system at any time. If We adopt a different tablet and/or computer system, or other system in the future, You must adopt it at Your expense. You must maintain, repair, modify and upgrade, all such items, at Your sole expense. You must provide Us full 24-hour/7-day a week access, Including online access, and the right to "upload" or "download" information to and from all iPad and Franchise Business-related computer systems, and other systems, and to the information and data contained in them. We can require You to obtain a static IP address from Your internet provider. There is no contractual limitation on Our right to receive information through Your iPad, computer, or other systems or to the frequency and cost of the obligation to upgrade and maintain them. You hereby waive any claim against Us or Our affiliates for any loss, damage, liability, or expense caused by or related to failures, errors, acts, omissions, or otherwise of any iPad, computer, or other system hardware or software system (not related to Our or an affiliate's acts or omissions).

(i) Retention of Records. You must record all sales at the time of the sale in Your iPad or other sales recordation system approved or designated by Us. You must have high-speed broadband Internet access at the levels required in the Manuals. You must retain all records, charge account records, sales slips, orders, return vouchers, sales tax reports and all Your other business records and related back-up material, tax returns and financial reports for at least five years following the end of the year in which the items pertain, Including after the Termination of this Agreement. Any data collected or provided by You, downloaded from Your iPad or other computer system, or otherwise collected from You by Us or provided to Us, is and will be owned exclusively by Us, and We have the right to use the data in any manner without compensation to You. During the term of this Agreement, You are licensed, without additional compensation, to use such data solely for the purpose of operating Your Franchise Business. This license will automatically and irrevocably expire, without additional notice or action by Us, when this Agreement Terminates.

(ii) Accounting Systems. You must use and pay for the accounting software designated by Us. You are required to follow Our accounting procedures, line items, and templates and charts of accounts as provided and updated in Our Manuals. You shall provide Us with independent, view-only access to Your account.

(iii) Data Security Standards. At Your cost and expense, You must investigate and ensure that You comply with all payment card industry ("PCI") and data security standard ("DSS") standards, regulations, and requirements; however, We reserve the right to approve of the supplier You use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You must reimburse Us for all costs related to the audit if You are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements, Including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, Including, security threats, breaches, and malware. It is Your responsibility to alert Us, not later than 24 hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect Customer Data and to notify relevant parties. You are not permitted to collect, store, transfer, etc., any unnecessary customer information.

6.1.13 Conferences and Seminars. At Our discretion, We may hold conferences or seminars on a regional or national basis for all franchisees in good standing. The conferences and seminars may be held at various locations chosen by Us. If held, attendance is mandatory for Your Operating Principal and You must pay registration Fees whether or not Your Operating Principal attends (see Exhibit "A-3") and all travel, lodging, food, and other expenses for each of Your attendees. Non-attendance to any mandatory conference or seminar will be a default of this Agreement.

6.1.14 Required Software; Technology. You must use and pay for all software and other technology and platforms as required by Us, which may be changed from time to time. You must timely input all required information into Our designated software and platforms as set forth in Manuals. You must follow all laws and regulations in storing Customer Data and in submitting information to Us.

6.2 Quality Control.

6.2.1 Correction of Defects. You shall immediately correct defects, deficiencies or unsatisfactory conditions in the appearance or conduct of Your Franchise Business. You shall establish and maintain an image and reputation for Your Franchise Business consistent with the standards set forth in this Agreement, in the Manuals, or as otherwise specified by Us.

6.2.2 System Compliance. You shall strictly follow Our System, the Manuals, and other directives promulgated or provided by Us from time to time.

(i) Email Address. You must at all times use and maintain the email address provided by Us or approved by Us for use in relation to Your Franchise Business, frequently checked by Your Operating Principal to facilitate Our communications, and that You must use as the sole email for all Franchise Business-related communications and accounts. Any email account/address that We provide to You belongs to Us, and We have the right to access such email accounts at any time and without notice to You, and You understand and acknowledge that You have no expectation of privacy in assigned email accounts. We also have a right to issue You a different email account/address at Our sole discretion.

(ii) Incentive Programs. If We adopt a membership, subscription model, or other discount or incentive program, You are required to implement and honor such programs in Your Franchise

Business. You are not allowed to implement any sort of similar program without Our prior written permission. The method of sales and pooling and reconciling the funds for all such programs will be determined by Us at Our sole discretion as set forth in the Manuals.

(iii) Modifications. We have the right to modify, delete, add to and otherwise make systematic and other changes to the System, Intellectual Property, Manuals, operations, etc. We may issue new specifications and standards for any aspect of Our System or modify existing specifications and standards at any time by revising Our Manuals and/or issuing new written directives (which may be communicated to You by any method We choose). You must accept, comply with, use, and implement all such changes to the System or operations. The modifications may obligate You to invest additional capital in Your Franchise Business and to incur higher operating costs. You must incorporate all such modifications within the time that We specify. You are prohibited from making modifications to the System or Your Franchise Business without Our prior written approval.

(iv) Inspections and Visits. We may conduct periodic evaluations, inspections, and audits of any or all aspects of Your Franchise Business at reasonable intervals by Our duly authorized representative for compliance with the System, reporting, customer service and the standards and procedures set forth in the Manuals. These inspections may be conducted in-person or through remote access such as video or live video conferencing. We may conduct inspections without prior notice to You. Our inspections may Include Your Premises, business records, bank accounts, Venmo (and the like), operating procedures, reports, computer drives, electronic storage devices, POS system, account records, tax records, etc., related to the Franchise Business. We also have the right to speak with and interact with Your Personnel and customers, and to remove samples of products, inventory, supplies and materials. Immediately upon Our request, You shall provide to Us video and/or images of the interior and exterior of Your Premises, and any specific pieces of equipment or other areas of the Premises as may be more fully set forth in the Manuals.

6.2.3 Interim Management. If We give You notice of default and You fail to cure (or as set forth in Section 14.10), We have the right at Our sole discretion (but not the obligation) to step in to manage Your Franchise Business for up to six months, as We deem advisable, for a Fee. See Exhibit "A-3." This Fee reflects the estimated fair market value of Our services. You shall also pay all travel, lodging, food and other expenses for Our representative(s) and other expenses that may be incurred by Us to perform such services, plus royalties, advertising fees and other applicable fees.

(i) Operations, Access to Information and Operating Account. During the Interim Management Period, You hereby grant Us authority to assist You in managing any or all aspects of Your Franchise Business. We will work directly with Your Operating Principal and Your managers, and We may require additional training for Your Operating Principal, Your managers, and other Personnel. You shall cooperate to provide Us with all pertinent information regarding Your Franchise Business and access to the applicable Operating Account(s) to enable Us to efficiently assist with management operations. All accounts must remain in Your name during the Interim Management Period, but You shall add Us or Our representative as a co-signer on certain accounts. You hereby grant Us permission to speak directly with Your landlord, suppliers, banks, IRS, state agencies, creditors, etc., regarding Your Franchise Business, and You shall cooperate with Us to facilitate such communication. We may require You to establish a new bank account for Your Franchise Business during the Interim Management Period into which all operating income will be deposited. You and We (at Our option) will have authority over this account, and You or We will make payments on Your accounts payable as cash is available, but only with Your prior authorization and direction when possible. You are ultimately responsible for all operating costs during the Interim Management Period. You shall provide Us with a list of all accounts payable with direction on which accounts are to be paid, but with the understanding that all taxing authorities will be paid first. Any excess funds in the Operating Account or any new account after all applicable costs and Fees have been paid and after an additional amount has been set aside sufficient for the Franchise Business to fulfill its business purposes as determined by Us, will be transferred to You monthly. We may provide monthly internal profit and loss statements to You. We have no obligation to infuse capital into Your Franchise Business, but if We do, such amounts will be treated as a loan, which must be repaid within an agreed upon time and bear market interest as agreed. We have the right to direct Your Personnel during the Interim Management Period. Both You and We agree that in no way does Our interim management create a relationship of trustee, beneficiary or any type of fiduciary relationship over or in relationship to Your Franchise Business.

(ii) Your Obligation to Cure. During the Interim Management Period, You are obligated to cure all applicable defaults within the applicable cure periods as set forth in this Agreement. We have the right to terminate this Agreement during the Interim Management Period for defaults not cured within the applicable cure periods.

6.3 Personal Guarantees. Each Owner of Your Franchise Business, respectively, who own 30% or greater interest, must each personally sign the Guaranty and Assumption of Obligations attached as Exhibit "A-8" to this Agreement.

6.4 Standards and Control. Any required standards exist to protect Our interest in the System and the Marks and not for the purpose of establishing control or duty to take control over those matters that are reserved to You in the day-to-day operation of Your Franchise Business.

6.5 Required Notices. You shall provide Us with prompt notice (within five business days of receipt) of any default with regards to late payment of any taxes, government fines, past due payments owing to any vendors, landlords, or past due amounts owing to Personnel.

6.6 Non-Contravention; Non-Disparagement. You shall not undertake any action or inaction to circumvent, contravene, or undermine the purposes of this Agreement. Additionally, during and after the term of this Agreement, You shall not make any negative, disparaging, false or misleading statements, published or made orally, in any form or medium about Us, Our officers, Owners, representatives, Personnel, the brand, the System, Our products and services, or other franchisees.

6.7 Non-Delegation. You may not outsource to a third party, any part of Your obligations to Us or services to customers, Including to another franchisee, without Our prior written approval.

6.8 Frustration of this Agreement. For the duration of this Agreement and all times hereafter, You will not frustrate Our rights in terms of this Agreement or render such rights nugatory whether by way of sale or disposal of Your Franchise Business or any part thereof, by the sale of shares, or by any means whatsoever.

ARTICLE VII
FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Layout and Design. We shall provide You with general specifications for the Premises signs, equipment, and interior décor.

7.2 Suppliers and Products. We shall provide You with a list of specifications for approved products and a list of approved suppliers. We may add to or discontinue working with any of Our suppliers.

7.3 Operations Assistance. We shall furnish You with guidance relating to the general operation of Your Franchise Business, and upon Your reasonable request, make Ourselves available to consult with You by telephone, email, video conference, teleconferences, or website posting during regular business hours during the continuing operation of Your Franchise Business. Other than initial training, We are not required to provide additional training to You. If You feel additional training is necessary (such as management training), We will provide such training to You based on advance notice, availability of Personnel, and Your payment of a per day, per person Fee. See Exhibit "A-3." You shall be responsible to cover the cost of travel, food, wages, lodging and other costs incurred by Your trainees or Our representatives, as applicable. We have the right to communicate directly with Your Operating Principal, designated key personnel, and assistant managers concerning operational matters that We reasonably believe may affect Our goodwill, Marks, or the System.

7.4 Initial Training. We shall provide an initial training program for Your Operating Principal, Owners, and key personnel in the various practices, policies and procedures for operating a Franchise Business. This training will be both online and in-person as described in Paragraph 6.1.4.

7.4.1 Opening Assistance. We do not provide You with opening assistance. If You request opening assistance, You will be charged the then-current fee as charged for additional in-person assistance (see Exhibit "A-3").

7.5 Additional Guidance. Additional guidance, at Our sole discretion, will be furnished in the form of written Manuals, videos, audio recordings, bulletins or other written materials.

7.6 Website Maintenance. We may choose to maintain a website or similar electronic media for the inLIFE Wellness® brand that will include the business information and telephone number for Your location.

7.7 Advisory Committees. In Our sole discretion, We may choose to create franchisee committees to advise Us in various aspects of the System. Only franchisees who are in good standing and have maintained good standing for the six-month period prior to serving on a committee may serve on any advisory committee. Each committee will establish rules for admitting and retaining committee members, but the initial rules will be established by Us.

ARTICLE VIII
PURCHASE OF PRODUCTS AND EQUIPMENT

8.1 Approved Products and Services; Suppliers. You shall purchase, use, provide, carry, and sell only those goods and services that meet Our specifications and/or that are purchased from Our approved suppliers. You shall timely pay all suppliers, Including Us and Our affiliates for purchased goods and services. The prices, delivery terms, terms of payment, and other terms relating to the sale of such goods and services are subject to change by the supplier (Including Us and affiliates) without prior notice at any time. In no event will We or an affiliate be liable to You for unavailability of or delay in shipment or receipt of merchandise due to temporary product shortages or unavailability, order backlogs, production difficulties, delays in or unavailability of transportation, fire, strikes, work stoppages, or other such causes. A list of approved goods, services, and suppliers may be set forth in Our Manuals, which list We may update from time to time. We may add to or discontinue working with any of Our approved suppliers. No goods or services may be added to, altered, or discontinued by Your Franchise Business unless it is first approved by Us in writing. Any additional goods or services that are unique to Your area requires written approval from Us before such goods and/or services are offered. For the purpose of this Article, "goods" means any product, good, inventory, supply item, equipment, tool, item, etc.

8.1.1 Delivery and Installation. For delivery and installation, You are required to work directly with the manufacturer or supplier of these items. We do not assist in delivery or installation of any required or approved purchases.

8.2 Supplier Compensation. We or Our affiliate will derive revenue from the sale of required goods and services through mark-ups in prices charged to You for goods and services purchased from Us or an affiliate, or We or an affiliate may receive compensation or discounts from the supplier for Your purchase of such goods and services. No compensation is due to You for revenue, benefits, or discounts that We receive from suppliers.

8.3 Unapproved Suppliers. If You desire to purchase any goods or services from an unapproved supplier, or if You would like Us to consider alternative goods, You must submit to Us a written request for such approval or request the supplier itself to do so. We may require You to submit samples, and other data to permit Us to ascertain whether any such supplier or good meets Our specifications. We will notify You in writing and within 30 days of completing Our evaluation as to whether that supplier or good has been approved. You shall reimburse Us Our costs and expenses of testing. This is due whether or not the requested supplier or good is approved. A supplier or good that is able to meet Our specifications may, as determined in Our sole discretion, become an approved supplier (or good). We may make changes in the standards and specifications for approved suppliers and/or goods. At Our discretion, We may revoke Our approval of an approved supplier and/or good upon 30 days' prior written notice.

8.4 Maintenance. You shall maintain all equipment and tools, signs, furniture, fixtures, etc., of Your Franchise Business in good working order. If You fail to replace any of these items that We reasonably feel is outdated, damaged, in need of repair, obsolete, etc., at Our sole discretion, We may replace those items for You, and You would be required to reimburse Us Our costs, a Fee for Our time within 15 days of invoicing (see Exhibit "A-3").

8.5 Warranties; Support. You must look to the respective manufacturers or suppliers, Including Our affiliate, for issues related to warranties, defective products, training, and support for any third-party goods purchased for Your Franchise Business.

ARTICLE IX
MANUALS

9.1 Manuals. We shall loan You a copy or provide electronic access to Our Manuals. Our Manuals may consist of a series of online videos, webpages, online drives, or other forms designated by Us. You may not copy any part of the Manuals either physically or electronically. The Manuals are confidential and remain Our property. The Manuals may be used by You only in association with Your Franchise Business and only during the term of this Agreement. We have the right to revise the Manuals at Our sole discretion. You must promptly and continuously comply, at Your expense, with all provisions of, and modifications to the Manuals. The master or most updated copy of the Manuals maintained by Us will control in the event of a Dispute relative to the contents of the Manuals. You are responsible for frequently checking the Manuals and updates to ensure that You are aware of and compliant with the most up-to-date information and System requirements.

9.2 Standards and Procedures. We may establish performance procedures, standards and specifications for products, services and Marketing ("Standards") for the operation of Your Franchise Business. We may change these Standards at Our discretion, and You must strictly follow and implement all such Standards within the periods required by Us.

ARTICLE X
MARKETING

10.1 Special Purposes Fund. You shall contribute to Our national Marketing and brand development fund ("Special Purposes Fund") for Marketing activities as We, in Our sole discretion, may deem necessary or appropriate to Market the System. The Fees for the Special Purposes Fund are listed in Exhibit "A-3." We can terminate, suspend, or postpone the Special Purposes Fund at any time. Upon termination of the Special Purposes Fund, the unused funds will either be returned to those that contributed the funds, or We will cease to collect new funds while We spend the remainder of funds.

10.1.1 Special Purposes Fund Administration. We will direct all such programs, with sole discretion over: 1) the creative concepts, materials, endorsements and media used in connection with such programs; 2) the source of the Marketing or public relation efforts; 3) the placement, timing, and allocation of such programs; 4) the composition of all geographic territories and market areas for the development and implementation of such programs; and 5) all other uses of the fund. The Special Purposes Fund can be operated through an entity separate from Us and We can assign all Our rights and duties relating to the Special Purposes Fund to that entity. We are not liable for any act or omission with respect to the Special Purposes Fund or otherwise that is consistent with this Agreement, or which is done in subjective good faith. The Special Purposes Fund may be used, in Our reasonable discretion, to reimburse Us for costs related to the administration of the Special Purposes Fund and Marketing efforts intended to benefit the System. We have the right to loan money to the Special Purposes Fund to cover any deficits. The Special Purposes Fund is not in the nature of a trust, fiduciary relationship or similar special arrangement, and We disclaim any such relationship.

10.1.2 Use of Special Purposes Fund Fees. We may use the Special Purposes Fund to offset a portion of direct costs to manage and maintain the Special Purposes Fund, Including the payment of staff salaries and other expenses for those groups who may be involved in Special Purposes Fund activities. We may receive payment for providing goods or services to the Special Purposes Fund. We reserve the right to use fees from the Special Purposes Fund to place Marketing in national or regional media. We are not required to spend any amount on Marketing directly in Your area or Territory, and We do not have any obligation to ensure that expenditures are or will be used equally in each region or that they will be equivalent or proportionate to contributions to the fund by other franchisees operating in any geographic area. We make no representations that Marketing expenditures will benefit You or any other franchisee directly, on a pro-rata basis, proportionally, or at all. We will not use the Special Purposes Fund contributions for Marketing that is principally a solicitation for the sale of franchises, but We reserve the right to Include a notation in any Marketing or website indicating “franchises available” or similar phrasing. Any unused Special Purposes Funds in any calendar year will be applied to the following year’s fund. You may request (in writing) an unaudited annual report of the previous year’s Marketing expenditures once each calendar year so long as the request is made at least 90 days after the end of the calendar year.

10.2 Marketing Materials. We may provide You with physical copies of Marketing materials developed by Us from time to time. Additional physical copies will be made available at cost, plus 10%, plus shipping and handling.

10.3 Your Obligations to Market. You shall participate in all Marketing, email, texting, and other programs as developed and/or directed by Us, Including the collection of Customer Data and participation in using and promoting apps, as developed by Us. You shall use all materials, mediums, and other information made available to You in doing so. Neither We nor You are restricted from Marketing in the Territory. You are not permitted to actively Market to customers in another franchisee’s territory or in a territory of Our affiliate(s).

10.3.1 Approval of Marketing. You may develop Marketing materials for Your use at Your cost, but You must submit to Us, prior to publication, copies of all Marketing materials, proposed to be used by You, Including any use of the Internet, or other digital, electronic or Social Media along with a description of how it will be used, by what media published, and such other information as may be reasonably requested by Us. All such materials must be approved by Us in advance of use or publication and in writing in accordance with Our Manuals. Submitted Marketing materials will be deemed unapproved if You do not receive Our written approval or disapproval within 14 days of the date We receive the submission. We have the right to disapprove previously approved Marketing materials at any time.

10.3.2 Marketing Compliance. All Your Marketing activities must be done in strict compliance with Our Manuals and in good taste and must reflect favorably upon the brand and System.

10.4 Internet and Social Media. You must strictly comply with Our policies and procedures regarding websites, Social Media sites, and Internet Marketing. We reserve the right to restrict Your use of these mediums in the future.

10.4.1 Use of the Internet. You may not create a website for Your Franchise Business or use or obtain a domain name consisting of all or any part of the Marks, or that would be confusingly similar to all or any part of the Marks without Our prior written permission. However, We may permit You to place pre-approved information concerning Your Franchise Business on Our website or a subdomain, as developed by Us. Additionally, You cannot Market on the Internet, Including posting for resale, items on third party resale or auction-style websites such as eBay, Craigslist, or Amazon without Our prior written permission. We have the right (but not the obligation) to manage and control all online reviews for Your Franchise Business. With Our prior approval, You may be allowed to register listing on sites such as Yelp.

10.4.2 Social Media. We will own and control all Social Media related to the brand, but We may allow You to manage certain aspects of Social Media related to Your Franchise Business. In all cases, We will have administrative access, and access to account information, and any other information related to Your Social Media activities related to the inLIFE Wellness® brand. You cannot change any login/password information without Our prior written approval, and You must supply Us with all changed/updated login/password information. We have the right to remove or alter or require You to remove or alter any content We deem inappropriate or inconsistent with the inLIFE Wellness® brand. We reserve the right to restrict your use of social media in the future. Additionally, You must sign the Digital, Social Media, and Listings Assignment and Authorization attached as Exhibit “A-9.”

10.5 Special Purposes Fund Council. At Our discretion, We may create a Special Purposes Fund council that provides input for how the Special Purposes Fund is used. We may appoint franchisees to this council. This council serves only in an advisory capacity and has no operational or decision-making authority. We have the ability to make changes to this council or dissolve it at any time.

ARTICLE XI
BREACH AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of its term if You breach this Agreement and fail to cure, if curable. If curable, You must cure all defaults within the times set forth below after receiving notice of default. If the default is one which is incapable of cure, Termination is effective as of the date of the notice of default and Termination.

No Cure Period:

A. Insolvency; Receivership; Levy or Foreclosure. You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization, or a bill in equity or other proceeding for the appointment of a receiver of: (1) You; (2) Your Franchise Business; or (3) another custodian for Your Franchise Business or Operating Assets, is filed or consented to by You, or if a receiver or other custodian (permanent or temporary) of Your Operating Assets or property, or any part of them, is appointed by any court of competent jurisdiction, or the real or personal property of Your Franchise Business is sold after levy by any sheriff, marshal, or constable, or a suit is filed to foreclose a lien or mortgage against any of Your Operating Assets and it is not dismissed within 30 days.

B. Repeated Breaches. You repeatedly breach (defined as three or more times during the term of this Agreement) the same or different conditions of this Agreement or the Manuals.

C. Unauthorized Use. You duplicate the System or use Our Confidential Information or Intellectual Property other than in connection with the operation of Your Franchise Business and as authorized by Us.

D. Misrepresentations. You make any material misrepresentations relating to the acquisition of the Franchise Business, or Your misrepresentation to customers, Including deception relating to the source, nature, or quality of goods sold or services provided.

E. Abandonment. You abandon Your Franchise Business or You state or clearly demonstrate an intent not to operate the Franchise Business.

F. Unauthorized Transfer. You Transfer or attempt to make an unapproved Transfer of all or any part of this Agreement, Your Franchise Business, or any material portion of the property associated with Your Franchise Business, or an unapproved percentage of Your franchise entity, or You sublicense or attempt to sublicense to another any of the rights licensed to You hereunder without Our prior written approval.

G. False Reporting. You knowingly or intentionally conceal revenues, maintain false books or records, (Including purposely uploading or storing incorrect or incomplete information on a designated platform), or submit any false report or payment, or otherwise defraud Us.

H. Crimes and Adverse Behavior. You commit, or are convicted of, or plead guilty or no contest to, or enter into a plea in abeyance, stipulated order of continuance, or related agreement, to a felony, or a crime involving moral turpitude or dishonesty, or You engage in any conduct or behavior that We believe is reasonably likely to have a material adverse effect on the System, the Marks, the goodwill associated therewith.

I. Unauthorized Competition. You fail to comply with the covenant not to compete during the term of this Agreement or intentionally or recklessly disclose or use Our Confidential Information or Intellectual Property in violation of this Agreement.

J. Termination of Lease Agreement. Your Lease for the Premises is terminated.

K. Failure to Obtain Financing. You fail to qualify for or fail to receive the necessary financing to open and operate Your Franchise Business.

L. Unauthorized Modification. You modify in any degree by adding to or taking from or changing Our services in violation of the Manuals or this Agreement.

M. Termination of Another Agreement. Another agreement between Us or an affiliate of Ours and You or with an affiliate of Yours is terminated due to Your failure to cure any breach after notice, or for Your uncurable breach of such agreement.

5-Day Cure Period:

N. Unauthorized Closure or Relocation. Your Franchise Business is closed or not open for the business hours as required under this Agreement without Our prior written approval, which consent will not be unreasonably withheld or delayed, or You move the location of Your Franchise Business Premises without Our prior written approval.

O. Failure to Use or Provide Access to a Designated Account; Failure to Allow an Inspection or Audit. You refuse to use, or to enable, or to allow Us access to Your account for a designated platform or software, Social Media account, or branded email account; or You refuse to allow Us or Our designated representatives to conduct an inspection or audit; or You refuse to provide access to fully perform an inspection or audit.

P. Failure to Obtain or Maintain Insurance, Licenses, Certifications, Permits, Etc. You fail to obtain or maintain all required insurance, licenses, certifications, permits, etc., for operating the Franchise Business or as required by Us.

Q. Breach of Non-Disparagement. You make a negative, disparaging, false or misleading statements, published or made orally, in any form or medium about Us, Our officers, Owners, partners, directors, members, managers, representatives, agents, employees, the brand, the system, Our products and services, or other franchisees and do not publicly disavow such statements, Including to the original audience.

15-Day Cure Period:

R. Failure to Pay. You fail to pay any Fee or an amount due to Us, any of Our affiliates, or other designated, approved or other suppliers or assigns, within the time specified for such payments by this Agreement, the Manuals or an agreement specifying the payment concerned.

S. Failure to Accurately Report. You fail to accurately report or fail to submit any reports or records required under this Agreement or the Manuals.

T. Default Notice of Lease Agreement. You receive a notice of default under Your Lease.

U. Failure to Sign Transfer Documents. You and any transferees fail to sign all required documents related to the transfer of the Franchise Business.

V. Act in Contravention. You perform or undertake any action to undermine or circumvent this Agreement, the System, or Us.

30-Day Cure Period:

W. Owner Deadlock. Your Owners are engaged in a Dispute with one another (deadlock) that materially affects the operation of Your Franchise Business or that We reasonably believe will materially affect the operation of Your Franchise Business if left unresolved.

X. Other Breaches. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement or the Manuals.

11.1.1 Adequate Assurance. When reasonable grounds for insecurity arise with respect to the performance of Your obligations under this Agreement, We may demand adequate assurance of due performance, and, until We receive such assurance, We may reasonably suspend any performance of Our obligations. Failure to provide Us with adequate assurances within 30 days, when properly demanded, will be considered a default of this Agreement and no additional cure period will be granted.

11.2 Event of Default. In the event of any default by You, We will give You written notice of default specifying the default(s) and, if curable, state what You must do to cure the specific default(s) within the cure period. Notwithstanding anything to the contrary herein, We have the right, at Our sole discretion, to grant You an extended period of time to cure. Any such extension will not be construed as a waiver of Our rights in the future.

11.3 Failure to Cure. If You fail to cure any default within the time allotted, We may proceed to enforce any or all the following non-exclusive remedies in accordance with this Agreement. Our pursuit of any one remedy will not be deemed an election or waiver by Us to pursue any other additional remedies:

11.3.1 Our Pre-Termination Options. We have the right to 1) suspend all services provided to You under this Agreement or otherwise, Including training, Marketing assistance, access to Our software system and accounts, and the sale of products and supplies; or 2) eliminate listing Your Franchise Business in any Marketing materials, Including any directory listings, approved or published by Us, and Our principal website or Social Media platforms. We may continue taking these actions until You comply with the requirements of any default notice that We have sent to You, and We acknowledge Your compliance in writing. The options in this Section 11.3.1 will have no effect on and will not release You from, any obligation You owe to Us or to Our affiliates.

11.3.2 Actionable Claim. Bring an action or claim against You for the balance of any monies due hereunder, Including penalties and interest as provided for in this Agreement and for all other damages sustained by Us as a result of Your breach of this Agreement. As part of any such action, We may accelerate and bring an action against You for the balance of any outstanding installment obligation due hereunder.

11.3.3 Injunctive Relief. Bring an action against You for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop You from engaging in actions prohibited hereby.

11.3.4 Termination. Terminate this Agreement and proceed to enforce Our rights under the appropriate provisions. Such Termination will be effective upon delivery of a notice of Termination to You without further action by Us.

11.3.5 Other Remedies. Seek any other remedy available to Us at law or in equity, Including lost profits.

11.4 No Right of Termination. You may not terminate this Agreement. However, some states may allow You to terminate as permitted by state law.

11.5 Opportunity to Cure. Prior to taking any action against Us, You must first give Us 60 days' prior written notice and an opportunity to cure any alleged act or omission. If such act or omission cannot be cured within such 60-day period, and We are diligently continuing efforts to attempt to cure such alleged act or omission, You must give Us such additional time as is reasonably necessary to cure.

ARTICLE XII
TERMINATION AND EXPIRATION

12.1 Upon Termination of this Agreement for any reason, You will immediately cease to be Our franchisee and shall:

12.1.1 Payments Due. Immediately pay for all product purchases, Fees, and other obligations owed or accrued to Us, Our affiliates or designated suppliers.

12.1.2 Cease Use. Not hold Yourself out as an inLIFE Wellness® franchisee or business and immediately and permanently cease to Market or in any way use Our Intellectual Property or Confidential Information, provided by or licensed to You by Us or in any way connected with the Franchise Business or System.

12.1.3 Disassociation. Within 15 calendar days of Termination, take all necessary steps to disassociate Yourself from the System and Your Franchise Business, Including the removal of signs, destruction or removal of letterheads, Marketing material, the change of Your Franchise Business telephone listings, telephone numbers, email addresses, URLs, Internet websites, and any other property that bears Our brand or is affiliated with Our brand. All such property and listings, Intellectual Property, and System, excluding Your Operating Assets and inventory that are associated with and considered part of Our brand, revert back to Us upon Termination of this Agreement. If any of Your Operating Assets and inventory bear Our brand and Marks to Our System, You must take the steps necessary to dissociate it all from Our brand, Marks, and Intellectual Property. You shall assist Us to assign, transfer, or disconnect (at Our option) the telephone listing, telephone numbers, Marketing accounts, email addresses, URL's, Internet sites, web pages, and Social Media to Us. If You fail or refuse to do so, the telephone company, URL and hosting companies, and other listing agencies may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), Internet websites, URL's, email accounts, and Social Media and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers, which appointment is coupled with an interest. You must not identify any present or future business owned or operated by You as having been in any way associated with Us or the System.

12.1.4 Cancel DBA. Within 15 calendar days of Termination, take such action as will be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration, which contains any Mark of Ours or in any way identifies You as being affiliated with Our System.

12.1.5 Notify Suppliers; Communication with Customers. Immediately notify all suppliers, utilities, creditors, and concerned others that You are no longer affiliated with Us or the System and provide proof to Us of such notification. All communications with customers of the Franchise Business must be pre-approved by Us, and We can require that all such communication be handled by or through Us. We also have the right to communicate directly with all customers of the Franchise Business.

12.1.6 Return Materials. At Your cost, permanently delete electronic copies and return to Us by first class prepaid United States Mail (Including originals and any copies), physical copies of Our Manuals, all training materials, Marketing materials, and all other printed and electronic materials and any other Confidential Information obtained by You from Us pertaining to the operation of Your Franchise Business.

12.1.7 Modification of Premises. If We do not exercise Our right to purchase Your Operating Assets or assume Your Lease upon Termination, then You shall alter, modify and change both the exterior and interior appearance of the Premises to Our satisfaction, so that it will be easily distinguished from an inLIFE Wellness® business and shall cease using the signs, décor, displays, advertisements, promotional materials and the like that are unique or distinctive to the System.

12.1.8 Customer Data. To the extent We do not have access, You shall provide Us with (and then permanently destroy) all Customer Data of the Franchise Business.

12.1.9 Evidence of Compliance. Otherwise furnish evidence satisfactory to Us or in the manner required by Us of Your full compliance with this Section 12.1 within 30 days after the Termination of this Agreement or on the timeline We may provide at Termination.

12.1.10 Prepaid Services Reimbursement Fee. Upon Termination, You shall provide Us with an accounting of all outstanding Prepaid Services as of the date of Termination, and You shall refund all Prepaid Services amounts (less royalties and other fees paid to Us on the Prepaid Services) to Us or an affiliate (if We or an affiliate decide to service that customer) to Your customers as required under Your state's applicable laws. In the event We or an affiliate are required to or elect to provide or fulfill those Prepaid Services to any customer, You shall pay Us or Our affiliate the amount of the service or reimbursement (less royalties and other fees paid to Us on the Prepaid Services), plus an hourly Fee in each instance for Our time.

12.1.11 Financial Inspections. You must provide Us with access to all Your financials, books, and other accounting records for 12 months following the date of Termination.

12.1.12 Pay Damages and Costs. In addition to any other remedy We may have under this Agreement and under law, in the event You fail to modify Your Premises, You will be charged the amount listed on Exhibit "A-3", and We may hire a third party or use Our own Personnel to de-identify Your unit and/or to carry out any other obligations on Your behalf. In addition to the daily post-termination de-identification non-compliance Fee, You will pay to Us: (a) the amount of expenses reasonably incurred by Us to perform any post-termination obligation that You failed to perform, calculated on hourly rates of Our Personnel, and time, travel, lodging, food and other expenses where applicable; and (b) all damages, costs and expenses, Including attorneys' fees and costs incurred by Us in obtaining injunctive or other relief. Immediately prior to Your Termination, We have the right to transfer from Your account by EFT or other electronic withdrawal means, a payment of $5,000 in respect and anticipation of the post-termination, non-compliance Fees and expenses We may incur for Your non-compliance. Upon completion of de-identification of the Premises to Our reasonable satisfaction and payment of the expenses provided in Section 12.5, We will refund to You any unused portion of the $5,000 remaining. If the $5,000 is insufficient to satisfy Your monetary obligations to Us, You will pay the balance owing within 30 days of Our invoice to You.

12.2 Upon Termination of this Agreement, for any reason:

12.2.1 No Compensation. No payment is due to You from Us or any source on account of any goodwill, intangible assets or other equity claimed by You arising from or relating to Your operation or ownership of Your Franchise Business, or otherwise. All goodwill connected in any way with Your Franchise Business or the System belongs now and, in the future, exclusively to Us.

12.2.2 No Refund. No Fees, charges, or other payments of any kind from You to Us are refundable in whole or in part.

12.2.3 No Equity. You will have no equity or other continuing rights to use the System, Confidential Information, Intellectual Property, or goodwill of the Franchise Business.

12.3 Survival of Provisions. All provisions of this Agreement, which by implication apply following the Termination of this Agreement are enforceable following Termination of this Agreement, Including Your obligation to indemnify Us and pay all amounts owed and Your obligations to dissociate from Our brand. You shall also still be bound to the confidentiality, brand protection, indemnification, non-disparagement, non-competition, non-solicitation, dispute resolution, choice of forum and law selections clauses and other restrictions of this Agreement that have terms or duties owing after Termination of this Agreement.

12.4 Make Premises Available to Us. In addition to those obligations set forth above, upon Termination, You shall make the Premises and iPad/computer systems accessible and available for Us to examine and verify Your compliance with Your post-termination obligations, and/or to operate a New Business at the Premises (see Paragraph 13.1.1(i) below) if We, at Our sole discretion, choose to do so.

12.5 Early Termination Liquidated Damages. If this Agreement is Terminated, other than for an approved Transfer, non-renewal or mutual termination, in addition to other remedies available under this Agreement, We will be entitled to liquidated damages, not as a penalty, and solely to compensate Us for lost future royalties. You and We recognize the difficulty of calculating damages caused by lost future royalties but nevertheless recognize and agree that such damages could arise, and You and We hereby agree to the formula listed on Exhibit "A-3" as a compromise on the calculation of such damages. You and We agree that such amount will be reduced to the present value of such payments as of the date of Termination utilizing an interest rate of 5% compounded annually.

12.6 Cumulative Rights. Our rights provided above are cumulative and in addition to any other right or remedy available at law or in equity.

ARTICLE XIII
PURCHASE OPTION

13.1 Purchase Option. Upon Termination of this Agreement, You hereby grant to Us the right to:

13.1.1 Acquisition of Assets. Acquire, in Our sole discretion, all or any part of Your Operating Assets at the then-existing fair market value of such item or items as of the date of Termination of this Agreement. You hereby grant Us permission to speak directly with Your landlord and other creditors, Including suppliers, banks, the IRS and state agencies (and You will cooperate with Us to facilitate such communication), regarding any loans and/or liens or obligations that would encumber Your Operating Assets. If the fair market value is not agreed to between us, the fair market value will be established by an independent appraisal. The appraisal will be done at Our expense by an appraiser selected by Us. No goodwill will be considered associated with Your Franchise Business or said items. We must exercise this option within 60 days of such Termination or within 15 days of the establishment of the price of the Operating Assets, whichever is later ("Option Period"), by giving written notice to You of Our intent to exercise Our option to purchase. The purchase of any of Your Operating Assets will be done through an asset purchase agreement. We have the right to offset any amounts You owe to Us against the purchase price. If We have not notified You of Our election to exercise this option within the Option Period, it will be conclusively presumed that We have elected not to exercise Our option, and You are then free to sell or transfer such assets to any person or entity on such terms as You may so choose, so long as the Operating Assets have been de-identified as set forth herein. If any of the Operating Assets are subject to liens or taxes, We may also withhold a portion of the purchase price to pay off such lien or taxes. We may also withhold 25% of the purchase price for 90 days to ensure that all other liabilities affecting the Operating Assets are paid.

13.1.2 Assumption of Lease. We have the right, during the Option Period, to assume Your Lease under the provisions of Section 4.2 above.

13.1.3 Warranties. The purchase contract for the Operating Assets, as set forth in Paragraph 13.1.1 above, will include standard representations, warranties, covenants and indemnities from You as to the Operating Assets being purchased, Including warranties of good title, absence of liens, compliance with laws, absence of defaults under contracts, litigation and tax compliance.

ARTICLE XIV
SALES OR TRANSFERS OF THE FRANCHISE

14.1 Our Right of Assignment. You acknowledge that We maintain a staff to manage and operate the System and that staff members can change as Our owners, directors, officers, and Personnel come and go. You represent that You have not signed this Agreement in reliance on any shareholder, director, officer, or Personnel remaining with Us in that capacity. This Agreement and all rights and obligations hereunder are fully assignable and transferable, whether in part or whole, by Us, and if so assigned or transferred, will be binding upon and inure to the benefit of Our successors and assigns, and We will no longer have any performance or other obligations under this Agreement. We may cease operating as a franchise system, be sold, or We may sell any part of or all Our Confidential Information and/or Intellectual Property or other assets to a competitive or other entity. In addition, We may go public, may engage in a private or other placement of some or all Our securities, may merge, acquire other entities or assets which may be competitive with the System or not, be acquired by a competitive or other entity, and may undertake any refinancing, leveraged buy-out or other transaction, Including arrangements in which: 1) the territories, locations or other facilities are, or are not, converted to the System or other format or brand (Including using the System or Marks); or 2) the System is converted to another format or brand, maintained under the System or a different system. You shall fully cooperate with any such proposal, merger, acquisition, conversion, sale or financing. However, during the term of this Agreement We will not re-brand any such businesses that are located inside Your Territory by allowing them to use the Marks.

14.2 No Assignment by You Without Our Approval. This Agreement is personal as to You and is being entered into in reliance upon and in consideration of Your qualifications and representations, Including representations of all current Owners. Therefore, none of Your Franchise Assets may be Transferred in any manner by You or anyone else unless Our prior written approval is obtained and consummated by signing a consent agreement as approved by Us. You shall provide Us with all documentation relating to the Transfer of Your Franchise Assets. Said approval will not be unreasonably withheld but will be conditioned upon Our satisfaction with the qualifications set forth in Section 14.3 below of the proposed transferee and its owners and officers.

14.3 Minority Interest Transfers. If a proposed Transfer is for less than 40% of Your entity (cumulative during the term of this Agreement), there will be no transfer Fee, but You must reimburse Us Our legal and corporate fees incurred related to the Transfer, and We will not be entitled to exercise Our right of first refusal set forth in Section 14.9 below. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that a Transfer is subject to the restrictions of this Agreement. Additionally, any new Operating Principal and other applicable personnel are required to complete the necessary training as required by Us. Any new owner, with a direct or indirect ownership of 30% or more in Your Franchise Business or Your entity is required to sign Our then-current form of the Guaranty and Assumption of Obligations attached as Exhibit "A-8" hereto. Furthermore, all applicable provisions of Section 14.8 below apply to minority interest Transfers as well.

14.4 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees, Including the net worth, financial resources, credit worthiness, health, background, training, personality, reputation, and business experience of the proposed transferee, Including that of the new Operating Principal, the terms and conditions of the Transfer, and any circumstances that would make the Transfer not in the best interests of Us or the System, Including the proposed purchase price. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee, Including providing a proposed transferee with corrected information or information in addition to what You have provided. In no case will You or a proposed transferee rely on Us to review or evaluate any proposed Transfer.

14.5 Application for Transfer. You must provide Us written notice of Your intent to Transfer prior to listing or offering part of the Franchise Assets for sale, and upon any proposed Transfer of Your Franchise Assets, or any interest therein. You must also submit to Us an application in the form specified by Us on behalf of the proposed transferee.

14.6 Deposit and Transfer Fee. In consideration of Our reviewing the proposed Transfer, You shall pay to Us a non-refundable deposit (see Exhibit "A-3"). Additionally, if the Transfer is approved, You shall pay Us the non-refundable Transfer Fee listed in Exhibit "A-3" at the time the consent to transfer agreement to approve of the Transfer is fully executed by all applicable parties. If the Transfer is approved, the deposit will be applied towards the Transfer Fee.

14.7 Involuntary Transfers Void. Involuntary Transfers of this Agreement by You, such as by legal process, are not permitted, are not binding on Us, and are grounds for termination of this Agreement. Using this Agreement as security for a loan or otherwise encumbering this Agreement is prohibited unless We specifically consent to any such action in writing prior to the proposed transaction. You cannot grant a sub-franchise under this Agreement nor otherwise seek to license or permit others to use this Agreement or any of the rights derived by You under it. Any attempt to Transfer any part of the Franchise Assets, whether or not binding on Us, will be grounds for the immediate Termination of this Agreement unless such Transfer is authorized in writing by Us.

14.8 Conditions of Transfer. Prior to the effective date of Transfer of any part of Your Franchise Assets and as a condition for Our approval of any Transfer:

14.8.1 Compliance. You must be in full compliance with this Agreement and not be in default hereunder, and You must comply with Our procedures related to a Transfer as set forth in the Manuals. All accounts payable and other monetary obligations to Us or Our affiliates or subsidiaries must be paid in full. You must have submitted to Us all required reports, financial statements, and other documents.

14.8.2 Franchisee Application; Written Proposal. The transferee must complete and submit all application documents required by Us from prospective franchisees at the time of Transfer and be approved in writing by Us. The terms and conditions of the proposed Transfer must be provided in writing to Us within the time frames specified by Us. The price and other proposed terms of the Transfer must not, in Our reasonable business judgment, negatively impact the future viability of the Franchise Business. If any part of the sale price is financed, You must agree that all obligations of the transferee under any promissory note, other payment agreement, or financing statement will be subordinate to the obligations of the transferee to pay the Fees owing to Us and our affiliates pursuant to this Agreement.

14.8.3 Assumption of Obligations. All Your obligations in connection with the Franchise Assets must be assumed by the transferee, Including assuming Your Lease obligations, if applicable, in a form acceptable to Us, and the transferee(s) must provide the required personal guarantees. See Section 6.3 above.

14.8.4 New Franchise Agreement; Updates; Consent. At Our discretion, the transferee must sign an addendum to the current franchise agreement, or the then-current form of the franchise agreement for a term equal to the remaining term of this Agreement, the remaining term of the existing Lease, or the term set forth in the then-current franchise agreement, or for minority interest transfers, You and We must amend this Agreement and its exhibits as necessary to reflect the change in ownership. The transferee must also fully Update the Franchise Business and Premises to the level required of new franchisees. Additionally, You must sign the appropriate paperwork to consummate Our consent to the Transfer.

14.8.5 Training. Unless We have previously trained the transferee, the transferee must pay for and complete the training or certification program required of new franchisees. See Exhibit "A-3." The transferee is also responsible for the cost of travel, food and lodging for Our representatives or the transferee's attendees. You and the transferee and We must coordinate on the timing of training, so that the Franchise Business does not have a gap in properly trained management.

14.8.6 Transfer Fee. You shall pay the Transfer Fee set forth on Exhibit "A-3" or reimburse Our legal fees for minority interest Transfers as set forth in Section 14.6 above.

14.8.7 General Release. You must execute a general release releasing Us of any claims You may have against Us.

14.8.8 Pre-paid Services. If applicable, You must provide Us and the proposed transferee with an accounting of all outstanding Prepaid Services as of the date of Termination, which must be taken into account and handled as a part of the transfer agreement.

14.8.9 Survival of Covenants. Your non-competition, indemnity, confidentiality obligations, the provisions relating to dispute resolutions, and other applicable terms of this Agreement, will survive any Transfer.

14.9 First Right of Refusal.

14.9.1 Right of First Refusal. You hereby grant to Us the right of first refusal to purchase Your Franchise Assets on such terms and conditions specified in a bona fide written offer from a third party, who would satisfy the criteria for approval under Section 14.4. You must notify Us in writing of the terms and conditions of the Transfer, Including the Franchise Assets proposed to be Transferred, the purchase price or other consideration, any creditor financing terms being extended by You, the date of the proposed Transfer, and all other pertinent provisions of the proposed Transfer. In addition, a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, must also be forwarded to Us as soon as it is signed by You. Following receipt of all pertinent data and documents concerning the proposed Transfer concerning Your Franchise Business, financials, Personnel information, Lease information, etc. We will have 30 days to advise You in writing of Our election to have the Franchise Assets transferred and assigned to Us on the terms and conditions agreed to by the prospective transferee. Our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration Includes promissory notes, We or Our designee may provide promissory notes with the same terms as those offered by the proposed transferee). Should We elect to purchase the Franchise Assets proposed to be Transferred pursuant to Our right of first refusal, You and We agree to cooperate to accomplish the Transfer as set forth in the provisions submitted to Us by You, provided that the date for the completion of the Transfer can be extended at Our option for up to 30 days beyond the date originally indicated for the completion of the Transfer in order to allow the completion of the transaction in a manner more convenient to Us. We have the right to offset any amounts You owe to Us against the purchase price.

14.9.2 Non-Election of Rights. If We do not elect to purchase the Franchise Assets proposed to be Transferred, You may complete the proposed Transfer on the terms and conditions set forth in Your notice to Us subject to Our right to approve the proposed transferee and the terms and conditions set forth under this Article. However, if there are any material changes in the terms and conditions of the proposed Transfer, and any of those changes are more favorable to the purchaser, You must notify Us of the changes in writing, and We will have an additional 10 days to elect to purchase the Franchise Assets proposed to be Transferred on the revised terms and conditions. Additionally, if Your Franchise Business is not Transferred to such third party within five months after We elect not to purchase the Franchise Assets, You must re-offer the Franchise Assets to Us before You may Transfer to an approved third party. We have no obligation to purchase Your Franchise Assets.

14.10 Death or Incapacity and Interim Management. In the event of the death or incapacity of an individual franchisee or the majority owner of the franchisee entity (the term "incapacity" means any physical or mental infirmity that prevents the person from performing the obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 total days during a calendar year), the heirs or personal representative will have the right to continue Your Franchise Business; for no more than 180 days after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located) the heirs appoint a representative to act on behalf of the heirs in all matters pertaining to Your Franchise Business as provided for new Operating Principals, designated managers, or franchisees, Including the requirements to have the representative trained and accepted by Us in accordance with Our standards. The heirs or personal representatives, instead of operating Your Franchise Business themselves under the foregoing procedures may choose to Transfer Your Franchise Business. If a decision to Transfer is made, the Transfer procedures explained above will apply. If We are required to operate Your Franchise Business for a time due to death or incapacity, or as otherwise allowed under this Agreement, the provisions of Paragraph 6.2.3 above will apply.

14.11 Assumption of Obligations. The parties agree that in the event a court of competent jurisdiction orders You to Transfer to Your spouse, domestic partner, or a third party all or any part of Your Franchise Assets, such an order will constitute a Transfer of this Agreement and will cause the transferee to be subject to all the terms and conditions concerning Transfers set forth herein above.

14.12 Acquisitions. If We receive an offer to acquire a majority of the franchises or to purchase a majority of Our assets or stock, or to merge or go public or similar transactions, We have the option, but not the obligation, to purchase all Your rights and interests in and under this Agreement and Your Franchise Business at fair market value determined by a third-party valuator selected by Us payable on terms as reasonably negotiated. The purchase price will not Include compensation for any successor term or goodwill. All goodwill belongs to Us. If the purchase option is exercised, You must execute a general release to Us. We will close Our purchase and make payment within 60 days after closing or as soon thereafter as reasonably practical.

14.13 Transfer for Convenience of Ownership. If You are an individual or individuals, You may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership, provided You: 1) give Us at least 15 days' prior written notice of the proposed Transfer; 2) send Us copies of the entity's charter documents, bylaws (or operating agreement), ownership interests of the owners, and similar documents, as We may request for Our review to verify ownership and control of the entity; and 3) own all equity and voting securities of the corporation or limited liability company. Additionally, You and the new entity must sign an assumption and assignment agreement in the form required by Us, whereby the transferee assumes all obligations of this Agreement. Any Owner with a direct or indirect ownership of 30% or more in Your entity must personally guarantee the obligations of this Agreement. There is no Fee for this kind of Transfer, but You must reimburse Our legal fees to complete the Transfer.

ARTICLE XV
RELATIONSHIP OF THE PARTIES

15.1 Independent Contractors. In all matters, You are an independent contractor. Nothing in this Agreement or in the franchise relationship constitutes You as Our partner, agent, employee, joint employer, or joint venturer with Us, and this Agreement does not create a fiduciary relationship between You and Us. Neither party is liable for the debts, damages, losses, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You are solely responsible for the management and control of Your Franchise Business, Including its daily operations, managing and directing Personnel, contractors, and salespersons, and paying all costs and expenses of Your Franchise Business. The parties agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify each other for any liability, cost or expense, Including attorneys' fees, incurred by either of them for any act, omission, finding or result to the contrary. None of Your Personnel will be deemed to be Our Personnel and each Personnel will be so notified by You. Neither party has the authority to act as agent for the other, and neither You nor We guaranty the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing. You must post promptly and maintain any signs or notices specified by Us or by applicable law indicating the status of the parties as described above.

15.2 Indemnification. You shall defend, indemnify, and hold Us harmless from and against any and all losses, liabilities, damages, costs and expenses whatsoever, Including reasonable attorneys' fees, arising out of or related to, or in any way connected with You or Your acts, errors, negligence, or omissions in the operation of Your Franchise Business or Your Franchise Business generally, Including any allegation that You are Our employee, or that We are a joint employer or otherwise responsible for the acts or omissions relating to Your Personnel, and other laws regarding public accommodations for persons with disabilities. You agree not to file any crossclaim or counterclaim against Us for any action made by a third party or make any response that would infer or represent that We are liable as a party or defendant to any action that is contrary to this Section. This Agreement and the terms in this Article and related terms in this Agreement is a bona fide defense to any claim You may contradictorily make against Us as to Our liability or proportion of fault. You shall bear all costs to defend Us from claims raised by a third party. If We incur any costs or liabilities to any third party, You shall reimburse Us for costs associated with Our defense to those claims. Alternatively, We have the right to defend any such claim against Us by employing counsel of Our choice, subject to full reimbursement of all legal fees by You. We will use Our reasonable efforts to cooperate with You in any litigation, judicial or administrative proceeding to avoid duplication of time, effort or expenditure to the greatest extent possible without compromising Our interest in such matter. You are not required to indemnify Us for liability caused by Our willful misconduct, gross negligence, strict liability, or fraud. This indemnity will continue in full force and effect subsequent to and notwithstanding the Termination of this Agreement.

ARTICLE XVI
COVENANT NOT TO COMPETE

16.1 In-Term Covenants. During the term of this Agreement and for any extensions or Successor Franchises hereof, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever or have any interest in a Competing Business in any capacity, territory, or location, except with Our prior written consent. Your Principals must each execute the standard Brand Protection Agreement for Principals attached as Exhibit "A-4.

16.2 Confidentiality. During the term of this Agreement and any extensions or Successor Franchises hereof, and at any time after the Termination of this Agreement, You and those over whom You have control shall not make any unauthorized disclosure or use of Our Confidential Information or Intellectual Property other than as authorized by this Agreement. You shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of Confidential Information and Intellectual Property, which procedures may be prescribed from time to time by Us. You shall never contest the validity of Our exclusive ownership of and rights to Our Intellectual Property or Confidential Information. Without limiting the foregoing, any communication (email, paper, etc.) from Us to You cannot be forwarded to another email account You control or share, or forwarded to anyone, Including Your Personnel, without first receiving Our express written consent.

16.2.1 Prior Disclosures. You acknowledge and agree that prior to the execution of this Agreement, You may have received information and met and corresponded with Our principals, agents and/or representatives, and that any such Confidential Information obtained or received is subject to the protection and restrictions of this Agreement.

16.2.2 Confidentiality of this Agreement. You agree that all terms of this Agreement that are not otherwise made public under franchise disclosure laws will remain confidential, and You shall not make any public announcement, issue any press release, publicize, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the confidential terms of this Agreement only to Your professional lenders, advisors, and government authorities.

16.3 Post-Term Covenants. Upon Termination of this Agreement and for a continuous, uninterrupted period of two years thereafter, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity, territory, or location within Your former Territory, or within 10 miles of Your former Territory, or within 10 miles of any other inLIFE Wellness® outlet in operation or development at the time of Termination of this Agreement.

16.4 Non-Solicitation of Customers. During the term of this Agreement and for three years after the Termination of this Agreement, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, contact any customer serviced by the Franchise Business, a prospective customer, or any former or then-current customer of Ours (with whom You had contact during the term of this Agreement) for the purpose of soliciting any such customer to a Competing Business. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

16.5 Survival of Covenants; Tolling of Covenants. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason. In addition to other remedies available to Us, in the event You violate a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of Your violation.

16.6 Acknowledgement of Harm. You acknowledge that Your violation or breach of the covenants and provisions of this Article is likely to cause substantial and irreparable harm to Us and the System. The existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants set forth in this Article.

16.7 Enforceability. It is the desire and intent of the parties to this Agreement that the provisions of this Article be enforced to the fullest extent permissible under applicable laws. If any of the restrictions of this Article are determined to be unenforceable because of duration, scope or coverage or otherwise, then We have the right in Our sole discretion to reduce the scope of any covenant set forth above or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof; which modified covenant will be fully enforceable notwithstanding any other provision of this Agreement.

16.8 Breach of Non-Competition. You and We recognize the difficulty of calculating damages caused by Your breach of Your non-competition obligations and agree that such damages could arise, and You and We hereby agree to the following as a compromise on the calculation of such damages. If You operate a Competing Business in violation of this Agreement, in addition to any other remedy We may have under this Agreement and under law, You shall pay Us the liquidated damages Fee listed on Exhibit "A-3."

16.9 Additional Equitable Remedies. The amount contemplated under Section 16.8 does not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Section 16.8 does not preclude recovery for damages for other breaches of this Agreement and is not inconsistent with a court granting Us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. Additionally, We have the right to automatically debit by EFT or other electronic withdrawal means, Your bank account for the amounts payable to Us under Section 16.8.

16.10 Immediate Family. You acknowledge and agree that the restrictions on Your Immediate Family is necessary because Your disclosing Our Confidential Information or Intellectual Property to Immediate Family or assisting Immediate Family in a Competing Business could potentially circumvent the purpose of this Agreement, and You also acknowledge that it would be difficult for Us to prove whether You disclosed Our Confidential Information or Intellectual Property to Immediate Family or assisted Immediate Family in a Competing Business. You agree to make Your Immediate Family aware of the non-compete, non-solicitation and confidentiality provisions in this Agreement.

ARTICLE XVII
DISPUTE RESOLUTION

17.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any Disputes amicably, quickly, inexpensively, and professionally and to return to business as soon as possible.

17.2 Manner of Handling Disputes. In the event any Dispute arises between Us and You in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement, or the offer and sale to You, such Dispute will be handled as set forth below. All aspects of settlement, negotiations, mediation, etc., will be treated as confidential, may not be disclosed to others, and may not be offered or admissible in any other proceeding or legal action whatsoever:

17.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us in Dallas, Texas, or at Our then-current headquarters, within 30 days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

17.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting has not successfully resolved such Dispute, and if desired by either You or Us, the Dispute will be submitted to non-binding mediation before a mutually agreed upon mediator. The mediation will be conducted exclusively in Dallas, Texas. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert, or counsel for any party with respect to the Dispute and any related matters. Mediation will not defer or suspend Our exercise of any right, Including termination rights under Article XI.

17.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, the Dispute will be submitted for arbitration to the offices of the American Arbitration Association in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in Dallas, Texas. The arbitrator will have the power and jurisdiction to decide such dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied, and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Any procedural or evidentiary issues that are not covered by the federal arbitration act or this Agreement, will be supplemented by the federal rules of civil procedures and evidence, limited to the arbitration restrictions and procedures. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, Including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Discovery. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. The parties must exchange the following information within 20 days of the appointment of the arbitrators without further order from the arbitrators. The parties must exchange the name and, if known, the address and telephone number of each individual likely to have information regarding any matter not privileged which is relevant to the subject matter involved in the Dispute, regardless of whether it relates to the claim or defense of the party or that of another party to the Dispute. The disclosure must Include any witness anticipated for impeachment or rebuttal. The identifying party must identify the subject(s) on which the witness may provide testimony. The parties must also disclose and provide a copy of all documents, data compilations, and tangible things that are in the possession, custody, or control of the party regarding any matter not privileged which is relevant to the subject matter involved in the Dispute, regardless of whether it relates to the claim or defense of the party or that of the other party. Each party may submit in writing to the other party, and the other party will respond to a maximum of any combination of 25 (none of which may have subplots) additional interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of up to two individuals of the other party. Additional discovery may be permitted upon mutual agreement of the parties or compelled at the discretion of the arbitrator if petitioned by either party.

(iii) Individual Disputes. All Disputes must be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff, or similar basis between You and Us and will not be consolidated with any other arbitration or court proceeding involving Us and any other party. You hereby fully waive any right You may have to any potential class action claim and agree that any legal action will only be on an individual party basis.

(iv) Agreed Limitations. Except for payments owed by one party to the other, claims attributable to Your underreporting of sales, indemnification under Article XV, or claims related to an act of Yours allowing Us to immediately terminate this Agreement, any legal action or arbitration proceeding (Including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within one year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than two years after the first act or omission giving rise to an alleged claim. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

(v) Limited Damages. You and We waive any right or claim of any consequential, punitive, or exemplary damages against each other and agree that in the event of a Dispute between You and Us, each will be limited to the recovery of actual damages sustained except for breach of the Intellectual Property covenants set forth in Article III herein. Additionally, notwithstanding the above, nothing will be construed to limit Our ability to collect liquidated damages.

(vi) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of the Marks, or any trademarks, service marks or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief; or (d) Disputes solely for fees and other monies owed by one party to the other under this Agreement.

(vii) Appeals. If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards or other interim relief), that party can appeal, within 30 days of such final award, to a three-person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not Include any trial *de novo* or other fact-finding function. The party that requests the appeal must pay all costs and fees of the arbitrators and arbitration proceedings, subject to reimbursement as set forth below.

(viii) Sharing of Fees. Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the mediation and the arbitration equally during the mediation and arbitration. If a party is unable or unwilling to pay its share of the cost of the mediation or arbitration, that party will be in default of this Agreement, and if not cured within five days of written notice, the non-defaulting party will have the following options: 1) to proceed directly to arbitration without mediation or proceed to litigation if the failure is to pay arbitration fees; or 2) to cover the costs of the mediator or arbitrator . Nonetheless, the prevailing party in arbitration, Including on appeal, will be awarded costs and attorney's fees as set forth in Section 19.3 below.

(ix) Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced, and You and We will rely on federal preemption under the Federal Arbitration Act.

17.3 Continued Performance. During the pendency of any Dispute or any such interim relief proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ARTICLE XVIII
NOTICES

18.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by sending an email to the email address below or other verified email address when confirmed by receipt verification, which verification will not be withheld or otherwise denied; or (iv) by certified or registered mail, return receipt requested, addressed as follows:

FRANCHISOR:	**FRANCHISEE:**
INLIFE WELLNESS USA, LLC 6814 Snider Plaza Dallas, Texas 75205 (or Our then-current headquarters) Email: SCOTT@INLIFEWELLNESS.COM With a courtesy copy to (which will not act as notice	____________________________________ ____________________________________ ____________________________________ Email: ______________________________

or service to INLIFE Wellness USA, LLC): The Franchise & Business Law Group Attn: Kara K. Martin 222 South Main Street, Suite 500 Salt Lake City, Utah 84101 Email: KMARTIN@FBLGLAW.COM	

18.2 Delivery. If You refuse or fail to accept any certified or overnight delivery, acceptance will be deemed to have occurred 48 hours after rejection or failure to accept such notice. Any notice delivered by mail in the manner herein specified will be deemed delivered and received three days after mailing.

18.3 Listed Addresses. The address specified herein for services of notices may be changed at any time by the party making the change by giving written notice to the other party by certified mail or as otherwise agreed by You and Us. Any notice to You may be delivered to the address set forth above or to the address of Your Franchise Business or office.

ARTICLE XIX
CONSTRUCTION AND JURISDICTION

19.1 Governing Law. Except as provided in Section 19.5, this Agreement will be governed, construed and interpreted in accordance with the laws of the state of Texas without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect.

19.2 Jurisdiction. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article XVII, if there is any litigation between us, You and We hereby irrevocably consent to the exercise of general personal and subject matter jurisdiction in the courts of record of the state of Texas even though it may be otherwise possible to obtain jurisdiction elsewhere, and You and We agree that Dallas, Texas will be the exclusive venue for any litigation between Us and You. Each party waives any objection they may have to the personal jurisdiction of, or venue in, the state and federal courts of Texas.

19.3 Costs and Attorneys' Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties are entitled to reasonable attorneys' fees and other costs reasonably incurred in such action or arbitration or litigation proceeding. The costs of mediation will also be awarded to the prevailing party in arbitration or litigation, if applicable. For purposes of this Agreement, "prevailing party" Includes the party which obtains a judgment in their favor or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought. Reimbursement is due within 30 days of written notice after prevailing.

19.4 No Jury Trial. You and We waive, to the fullest extent permitted by law, all rights to trial by jury in any action or Dispute, whether at law or in equity, brought by either party.

19.5 Exception. Notwithstanding the foregoing, the Federal Arbitration Act (9 U.S.C. §§ 1 Et. Seq.) and the United States Trademark Act (Lanham Act, U.S.C § 1051 Et. Seq.) will apply to this Agreement and the relationship of the parties and preempt any state law to the contrary.

ARTICLE XX
MISCELLANEOUS

20.1 Headings. Headings used in this Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Agreement. As used herein, the male or female gender will include the other and the neuter. The singular will include the plural and the plural will include the singular as appropriate.

20.2 No Third-Party Rights. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third parties will have any right or claims, benefit or right or a third-party beneficiary under this Agreement or any provision hereof. Similarly, You are not entitled to claim any rights or benefits, Including those of a third-party beneficiary, under any contract, understanding or agreement between Us and any other person or entity, unless that contract, understanding, or agreement specifically refers to You by name and specifically grants rights or benefits to You.

20.3 Authority. Where an entity is a party to this Agreement, the person or persons signing this Agreement on behalf of the entity warrant to Us that they have the requisite authority to sign this Agreement. At Our request, the concerned company signatory agrees to promptly provide Us with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers, directors, members, or managers of the entity who are authorized to sign this Agreement on behalf of the entity. No field representative or salesperson has the right or authority to sign this Agreement or make oral representations or written modifications hereof on Our behalf.

20.4 No Partial Payments. No payment by You or receipt by Us of any amount less than that required to be paid under this Agreement, or otherwise, to Us or any person or entity affiliated with Us, will be deemed to be anything except payment on account, regardless of any endorsement to the contrary contained on any such payment or in any oral or written communication transmitted in connection therewith.

20.5 Joint and Several Liability. If more than one person, corporation, limited liability company, partnership or other entity, guarantor or any combination thereof, sign this Agreement on behalf of the franchisee, the liability of each will be joint and several. All members of a general partnership and all members of any association or other unincorporated entity, which is part of the franchisee hereunder, are jointly and severally liable for Your performance hereunder.

20.6 No Off-Set or Withholdings. You shall not offset or withhold the payment of any Fees, payments or other amounts due to Us or Our affiliates or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any Dispute of any nature or otherwise.

20.7 Disclosure. We can disclose, in disclosure documents or otherwise, information relating to Your Franchise Business, Including Your name, address, phone numbers, financial information, copies or reports, and other information.

20.8 Binding Agreement. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

20.9 Force Majeure. Neither party will be liable by reason of any failure or delay in the performance of such applicable party's obligations hereunder on account of strikes, fires, flood, storm, explosion, government shutdown or mandate, or other similar causes which are beyond such party's reasonable control. This Section will not be interpreted to relieve You from Your obligation to pay Us when due all payments required to be made by You under this Agreement.

20.10 Entire Agreement. The parties intend this Agreement and all attached exhibits hereto to be the full and complete agreement between Us and You and the entire integration of all our understandings of every nature concerning the matters contained in this Agreement or in any way related thereto, whether oral or written, and whether occurring before or contemporaneously with the execution of this Agreement. You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further, or additional rights of either You or Us. Nothing in this Agreement, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document. If any term of this or Agreement is determined as void and unenforceable, the remaining terms and duties under this Agreement will still be considered enforceable and severable as if it was its own separate agreement from the voided term.

20.11 Amendments. No amendment, change, or variance from this Agreement will be binding on either party unless executed in writing and signed by both parties; however, the Manuals and policies and procedures may be modified by Us from time to time as set forth in this Agreement and are binding.

20.12 Effective Date. Delivery of a draft of this Agreement to You does not constitute an offer. This Agreement will become effective only when fully executed and accepted by Us.

20.13 No Course of Dealing. No course of dealing between You and Us will affect Your or Our rights under this Agreement or otherwise.

20.14 No Representations. You understand that the success or failure of Your Franchise Business depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels of performance, or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of Marketing assistance, site location, development or other services, operational assistance, or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses or permits in order to operate Your Franchise Business; 7) any location or territory will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

20.15 Variances. You understand and agree that: 1) We may have offered franchises in the past, may currently be offering franchises, or may offer franchises in the future, on economic or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents; and 2) there may be instances where We have varied, or will approve exceptions to or changes in the uniform standards, or the terms on which We offer franchises, the charges We make, or otherwise deal with Our franchisees to suit the circumstances of a particular transaction as We believe necessary or desirable under particular circumstances. You have no right to object to such variances or to obtain the same variances for Yourself.

20.16 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

20.17 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between any third party, or the violation or breach of any order, decree or judgment of any court or administrative agency.

20.18 FDD Acknowledgement. You represent that You have had a copy of Our franchise disclosure document ("FDD") for at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to signing this Agreement or making any payment to Us.

20.19 Waiver. We may, in writing, unilaterally waive any of Your obligations or requirements under this Agreement. Waiver by Us of any particular default by or obligation of You does not affect or impair Our rights with respect to any subsequent default by You or any of Our other rights to declare the same or subsequent acts a breach or default. Unless otherwise agreed to by Us in writing, Our acceptance of any payments due from You does not waive any prior defaults.

20.20 Counterparts and Electronic Signatures. This Agreement and its exhibits may be signed in counterparts by electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature with full legal force and effect and may be used for all purposes as if it were an original.

20.21 Owners of the Franchise. You represent and We rely upon Your representations in entering into this Agreement that the individuals in Exhibit "A-2" are all the Owners of and sole holders of a legal and beneficial interest in the franchise entity and in Your Franchise Business.

20.22 Drafting; Rules of Construction. You acknowledge that You have read this Agreement, have had the opportunity to review it with an attorney of Your respective choice and have agreed to all its terms. The rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement. Terms used in this Agreement that are not defined must be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision must be given the meaning that renders it enforceable.

20.23 Blank Spaces. All information inserted into this Agreement is deemed *ipso facto* correct and You have two months to bring any incorrect information to Our attention, where after the said information is for all purposes deemed correct and You are irrevocably, but at Our discretion, bound thereby.

ARTICLE XXI
DEFINITIONS

"Competing Business" means a Pilates business offering services the same as or substantially similar to those offered at Your Franchise Business or as part of the System during the term hereof or at the time of Termination. Such services Include offering Pilates, Reformer Pilates, yoga, personal training, or similar group exercising training.

"Confidential Information" means any non-public information (through no fault of Yours) relating to Our products or services, or operation of an inLIFE Wellness® business, the System, or relating to the System as a whole, Including: (i) methods, techniques, formats, specifications, procedures, and systems; (ii) hardware, software, proprietary technology, and equipment; (iii) sales and Marketing programs, sales techniques, pricing, bidding methods, etc.; (iv) the development and operation of inLIFE Wellness® businesses; (v) knowledge of, specifications for, and suppliers of, certain inLIFE Wellness® products, materials, supplies, and equipment;

(vi) operating results, margins, expenses, and financial performance of inLIFE Wellness® businesses; (vii) strategic plans and concepts for the development, operation, or expansion of inLIFE Wellness® businesses; (viii) the contents of the Manuals; (ix) all Customer Data; (xi) login, passwords, access information, etc., to email accounts, Social Media, Manuals or other internal sites or shared documents; (xii) Intellectual Property that is generally deemed confidential; (xiii) all Innovations; and (xiv) any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship.

"Copyright Materials" means, even if it is not federally registered, writings, manuals, designs, blueprints, schematics, drawings, artwork, Marketing materials, agreements, contracts, scripts, pamphlets, instructions, books, literary works, documents, photographs, images, audio, music and jingles affiliated with the brand, videos, recordings, Social Media posts, software, websites and website data, apps, or any other work We, You, other franchisees, or Our affiliates make that is in a fixed tangible medium as part of the inLIFE Wellness® franchise system and authorized for use under the System.

"Customer" and "Client" whether or not capitalized have interchangeable meanings in this Agreement.

"Customer Data" means any and all customers, and customer and prospective customer data and lists, Including phone numbers, emails, mailing addresses, name and contact information for key personnel of the customer, Social Media followers' information, etc., even if maintained by You or deemed to have arisen through Your activities as well as payment activity, demographic information, product and services purchases and use, and their frequency as well as any feedback and reviews and any other information You or We may collect on such customers through Our system and processes either electronically or on paper or other means that You are legally allowed to collect and share with Us under state or federal law and under this Agreement. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

"Dispute" means any claim, controversy, disagreement, or dispute of any type whatsoever.

"Fees" refers to those fees, payments, and costs that You are required to pay to Us, as more fully set forth on Exhibit "A-3."

"Franchise Assets" means this Agreement, or any of rights or privileges associated with this Agreement, or any shares or units in the ownership of Your entity, Your Franchise Business, or substantially all Your assets.

"Gross Sales" Includes the total of all sales of all goods and services sold, traded, bartered, or rendered by You and income of every kind and nature, Including the value of a trade or other bartering, arising from Your Franchise Business and tangible property of every kind sold by You during the term of this Agreement. Gross sales also Includes insurance proceeds and/or condemnation awards for loss of sales, profits, or business. "Gross Sales" excludes bona fide credits or returns and excludes amounts paid by You for sales or use taxes on the sale of any products or services.

"Immediate Family" means spouses, domestic partners, parents, stepparents, children, stepchildren, sons-in-law, and daughters-in law.

"Innovation" means any idea conceived or developed, or any actual improvement, change, modification, enhancement, or addition to the System, Including to Your Franchise Business, Copyright Materials, Manuals, Confidential Information, website, Social Media, Marketing materials, apps or any other documents or information pertaining to or relating to the System, or any Intellectual Property related to the

System, or any creative concepts, Marketing ideas, or inventions related to the System, and all derivatives thereof, whether implemented in the System or not.

"Including" or "Includes" means "including, but not limited to," "including, without limitation," and similar all-inclusive and non-exhaustive meanings.

"Intellectual Property" means all Marks, trade dress, names, Copyright Materials, systems, patents, patent applications, and trade secrets.

"Interim Management Period" refers to the period of time during which We step in to manage Your Franchise Business as allowed under this Agreement.

"Internet" means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology; and which involves one or more of the following: the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor; websites or similar remotely-accessible electronic information sources (whether password protected or not); use of domain names, other locators, or emails that use our trademarks; internet phone services; cellular or similar messaging; mobile applications; social networks or Social Media; or wikis, podcasts, online content sharing communities, or blogging.

"Lease" means a commercial lease or other document of occupancy of the Premises.

"Manuals" means one or more guides or manuals, Including an operations manual, brand standards manual, training manuals, and/or policies and procedures manual, technical bulletins, online drives or portals, or other written materials as may be developed, modified and supplemented by Us periodically. The Manuals may be printed or in an electronic format.

"Marketing" or "Market" Includes advertising, brand development, promotion, public relations campaigns, content creation, influencer incentives or compensation, market research, and other related processes.

"Marks" means the federally registered and common law names, trade names, trademarks, slogans, catchphrases, service marks, colors, font schemes, logos and/or other commercial property or symbols owned by Us or licensed to Us, whether now or later developed, used in connection with the System.

"Operating Account" means that account into which all receipts of Your Franchise Business must be deposited.

"Operating Assets" means Your assets, contracts, inventory, supplies, furniture, equipment, signs, service vehicles, accessories, and other personal property relating to Your Franchise Business.

"Operating Principal" is: a) You if You as the franchisee are an individual; or b) if You are an entity, an individual that owns at least 50% of the ownership and voting interests in the franchisee entity (unless You obtain Our written approval of a lower percentage), has authority over all business decisions related to the Franchise Business, and has the power to bind You in all dealings with Us.

"Owner" means a shareholder, member, partner, general partner, limited partner, and the like.

"Participant" means an Owner, operator, director, manager, consultant, agent, employee (management-level or higher), contractor, advisor, officer, lessor, lessee, licensor, or licensee.

“Personnel” means employees, independent contractors, temporary workers, consultants, agents, subcontractors, interns, volunteers, and other similar positions whether compensated or uncompensated.

“Prepaid Services" means gift cards, gift certificates, prepaid memberships or subscriptions, etc., sold at or through Your Franchise Business for which We allow You to manage the accounting and pooling on such gift cards, gift certificates, memberships, subscriptions, etc., if applicable.

“Principal” means Owners, directors, members, managers, officers, and principal Personnel.

“Shall” when used in this Agreement (even if not capitalized) means must, mandatory, or other similar affirmative obligation, as the context requires.

“Social Media” means any and all websites, apps and web or Internet pages for social interaction, business operation, Marketing, and other online information communications, whether now or later developed.

“System” Includes the Franchise Business, specific Marks, interior design and décor, color schemes, standards, Manuals, processes, services, know-how, operating procedures and Marketing concepts, business formats, specifications for and the use of certain equipment, supply items, and the use of proprietary and Confidential Information and other Intellectual Property.

“Termination” or “Terminate” Includes expiration, non-renewal, repurchase of Your rights, non-granting of a Successor Franchise, non-renewal, Transfer, or any other means by which this Agreement is no longer in effect, and You are no longer a franchisee of the inLIFE Wellness® System.

“Transfer” Includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, sublicense, mortgage, granting of any security interest, or sale at judicial sale or under power of sale, conveyance or retention of collateral in satisfaction of debt, or other procedure to enforce the terms of any pledge, encumbrance, or security interest.

“Update” Includes renovations, remodeling, redecorating, redesigning, refixturing, upgrading, refurbishing, modernizing, etc.

“We,” “Our(s)” or “Us” only as applied to Paragraphs 2.2.3, 10.1.1, 10.1.2, and 14.8.7, Sections 3.1, 3.5, 6.6, and 16.4, and Articles XI, XV, and XVII Includes Our predecessors, parents, affiliates, subsidiaries, successors, and assigns and Our officers, directors, Owners, managers, Personnel, agents, development agents, or others with whose conduct We are chargeable, as applicable.

“You” or “Your” Includes all signers of this Agreement, all current and subsequent guarantors, all subsequent and current Owners, Operating Principals, managers, directors, officers, agents, affiliates, principal Personnel and with those whose conduct You are chargeable.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have respectively signed this Franchise Agreement effective as of the day and year first written above.

FRANCHISOR:	**FRANCHISEE:**
INLIFE WELLNESS USA, LLC	______________________________
By: ______________________________ (Signature)	By: ______________________________ (Signature)
Name: Scott Capelin	Name: ______________________________
Title: ______________________________	Title: ______________________________

If the franchisee is not an entity, each person must sign personally.

By: ______________________________
(Signature)

Name: ____________________, personally

By: ______________________________
(Signature)

Name: ____________________, personally

[Signature page to Franchise Agreement]

EXHIBIT "A-1"
TO THE FRANCHISE AGREEMENT

SEARCH AREA AND TERRITORY:
(Map may be attached)

1. Your Search Area in which to select Your Premises location is as follows (this is ***not*** Your protected Territory):

____
____

2. Your approved Premises is to be located at (*may be filled in later if the approved Premises is not known at the time of signing the Franchise Agreement, and once filled in, the Premises becomes an integral part of the Franchise Agreement*):

____
____

3. Your Territory is ___ miles from Your approved Premises location in all driving directions.

Our approval of the Territory or the Premises is not a guarantee or a warranty of the potential success of a territory or a premises.

____
Franchisee Initial and Date

____
Franchisor Initial and Date

EXHIBIT "A-2"
TO THE FRANCHISE AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

□ Partnership	□ Corporation
□ Sole Proprietorship	□ Limited Liability Company

Name of your entity: ____
The state in which your entity was formed: ____
Date of formation: ___________________________
EIN: ______________________________________

The names and addresses of each shareholder, partner, or member holding an ownership interest in the corporation, partnership, or limited liability company (please print or type the information and add extra lines if necessary):

Name	Address	Percentage of Ownership*

*Corporation: Percentage owned of outstanding voting stock.
*Partnership: Percentage owned in voting and in capital and profits.
*Limited Liability Company: Percentage owned in membership interest.

The names of the officers of the company (please print or type the information and add extra lines if necessary):

Name	Title

The address where Your corporate records are maintained is:
____
____

The name and address of the Operating Principal who has been approved by Us and who will be directly responsible for supervising Your business operations and who has authority to work with Us and make decisions relating to the operations of the Franchise Business:
Name: ____
Address: ____
Email: ____
Phone: ____

You must provide Us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws within one week of the date below. Your entity documents must state that Your entity will be used solely for the purpose of operating the Franchise Business.

Dated ________________________________.

FRANCHISEE:

____

By: ________________________________
(Signature)

Name: ______________________________

Title: ______________________________

EXHIBIT "A-3"
TO THE FRANCHISE AGREEMENT

FEE CHART

The following Fees are more fully described in the Franchise Agreement.

Type of Fee	**Amount**	**Section Reference**	**Payment Due Date**[3]
Initial Franchise Fee	$40,000	See Section 5.1	Upon signing this Agreement
Royalty	$2,900 per month	See Section 5.2	1st of every month
Special Purposes Fund Fee	$400 per month	See Section 10.1 and Paragraph 5.3.1	15th of every month
Late Fees[1]	$25 per day up to a maximum of $500 per fee per month	See Paragraph 5.4.4	With royalty or upon billing
Non-Sufficient Funds Fee[1]	$50 per bounced check or draft, or the maximum allowed by state law	See Paragraph 5.4.4	With royalty or upon billing
Interest	10% interest, or the maximum interest allowed by state law	See Paragraph 5.4.5	With royalty or upon billing
Sales or Use Tax	Sum equal to tax imposed	See Paragraph 5.4.6	Upon billing
Audit Charge	Cost of audit	See Paragraph 5.5.2	Upon billing
System Non-Compliance Fines and Charges[1]	$300 for the first violation; $500 for the second violation; and $1,000 for the third and subsequent violations	See Section 5.9	Upon billing or with royalty
Technology Fee[1]	Currently $0	See Section 5.10	With royalty or as otherwise established
Replacement Training[1]	$500 per person/per day	See Paragraph 6.1.4(i)	Prior to training
Additional In-Person Training[1]	$500 per person/per day	See Paragraph 6.1.4(ii) and Section 7.3	Prior to training
Insurance Reimbursement Fee[1]	Premium cost, plus $100 per hour	See Paragraph 6.1.10(ii)	Upon billing
PCI and DSS Audit Reimbursement Fee	Reasonable costs of the audit	See Paragraph 6.1.12(iii)	Upon billing
Conference and/or Seminar Fee[1]	Currently $0	See Paragraph 6.1.13	At the time of registering
Interim Management Fee[1]	$150 per person/per day	See Paragraph 6.2.3 and Section 14.10	Time of service
Opening Assistance Fee (optional)[1]	$500 per person/per day	See Paragraph 7.4.1	At time of request for opening assistance
Supplier Evaluation Fee	Reasonable expenses	See Section 8.3	Within 30 days of evaluation

Replacement Costs[1]	Our costs, plus $100 per hour for Our time	See Section 8.4	Within 15 days of invoice
Physical Copies of Marketing Materials[1]	Our reasonable costs, plus 10%, and the costs for shipping and handling	See Section 10.2	Time of delivery
Fees on Default	Our costs associated with Your default	See Paragraph 11.3.2	Upon billing, as incurred
Prepaid Services Reimbursement Fee[1]	Amount of unfulfilled Prepaid Services paid to a customer, plus $100 per hour	See Paragraph 12.1.10	As incurred and upon billing
Post-Termination Fees and Damages	Actual costs	See Paragraph 12.1.12	As incurred
Early Termination Liquidated Damages[2]	The greater of $50,000 or the average royalty from the previous 12 months multiplied by 24 months or the remaining term of the Franchise Agreement, if there are less than 24 months remaining on the Franchise Agreement. If You have less than 12 months of royalty history, the monthly average will be calculated or projected based on Your operating history or reasonably projected operations.	See Section 12.5	Upon termination
Post-Termination De-Identification Non-Compliance Fee[1]	$100 per day	See Section 12.6	Upon billing
Minority Interest Transfer Fee	Legal and corporate fees and costs incurred	See Section 14.3	Upon billing
Franchise Agreement Transfer Fee	$7,500	See Section 14.6	At time of approved transfer
Transferee Training Fee	$5,000	See Paragraph 14.8.4	At time of notice of potential transfer
Transfer for Convenience of Ownership	Our legal fees	See Paragraph 14.13	Within 10 days of billing
Indemnification	Varies\	See Section 15.2	As incurred or upon billing
Liquidated Damages for Non-Competition	$4,000 per month for each competing business	See Section 16.8	Upon billing
Dispute Resolution Fees	Varies	See Section 17.2 and Section 19.3	As incurred or upon billing

[1] We may increase this Fee by up to 10% per year (cumulative) during the term of the Franchise Agreement to adjust to increased costs and other inflation-related factors. Costs charged by third parties (which could be included as part of a Fee like the technology Fee) are subject to change at any time and do not have an annual

cap and may result in increases to fees imposed by us of greater than 10%.

[2] For clarity, if there is a gap between the date the Franchise Business ceases operations and when the Franchise Agreement is terminated, then the period for calculating the 12-month average royalty will be based on the trailing 12-month period from when the Franchise Business closed (as compared to the date of termination).

[3] We reserve the right to change the payment due date or require an alternative payment frequency payment for any or all Fees in the future.

EXHIBIT "A-4"
TO THE FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION AGREEMENT FOR PRINCIPALS (the "Agreement") is entered into and made effective as of the effective date listed below by INLIFE WELLNESS USA, LLC ("Franchisor") and the undersigned (individually and collectively, the "Principals").

WHEREAS, Principals or his or her or their company entered into an agreement with Franchisor so as to be able to obtain the rights to operate an inLIFE Wellness® Franchise Business using the System developed by Franchisor, Including certain Confidential Information of Franchisor ("Franchise Agreement"); and

WHEREAS, Principals recognize the value of the System and the intangible property rights licensed under the Franchise Agreement, and the importance of maintaining the Confidential Information, and recognize that the Franchisor's entering into the Franchise Agreement is conditioned upon each Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement.

NOW THEREFORE, in consideration of Franchisor entering into the Franchise Agreement with Principals or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Principals individually acknowledge that he or she has obtained or may obtain access to Confidential Information and made available to Principals that is necessary and essential to the operation of the Franchise Business, without which information the Franchise Business could not efficiently, effectively, and profitably operate. Principals further acknowledge that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. Except as may be required or allowed under the Franchise Agreement, Principals and any of a Principal's Immediate Family, shall not during the term of the Franchise Agreement and any time thereafter, in perpetuity, directly or indirectly, use, or disclose to any third party, or authorize any third party to use, any information relating to the Franchise Business or interest of Franchisor, Confidential Information, the System, or other information or materials that he or she knows, or reasonably should know, is regarded as confidential to Franchisor. Principals shall also adopt and implement all reasonable procedures prescribed by Franchisor, from time to time, to prevent unauthorized use and/or disclosure of the Confidential Information, Including restrictions on disclosure to Personnel and other third parties.

2.1 Duty to Notify. Principals agree to notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Agreement and further agree to require all personnel to report to it any reasonably suspected attempts to violate this Agreement. In the event it is discovered that Principals knew or had reason to know of any suspected attempts to violate this Agreement, Principals shall indemnify Franchisor for all costs and fees associated with enforcement, and reimburse Franchisor for those losses sustained due to such violation.

2.2 No Reverse Engineering. Principals shall not, either personally, in concert with others, or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any portion of the Confidential Information and shall not allow, encourage or permit any Owner, Principal, Personnel or other person to do so.

2.3 Limited Use. Principals shall limit their use of the Confidential Information, Including, their recollection of any part of the Confidential Information, to the performance of their duties as described in the Franchise Agreement, the Manuals, and any policies and procedures implemented by Franchisor and shall not use the Confidential Information for any personal use or gain.

3. Non-Competition; Non-Solicitation. The following covenants will be enforced during and after the term of the Franchise Agreement:

3.1 In-Term Covenant. During the term of the Franchise Agreement and for any extensions or Successor Franchises thereof, except as permitted under the Franchise Agreement, Principals and each Principal's Immediate Family, shall not be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity or location except with Franchisor's prior written consent.

3.2 Post-Term Covenant. Upon Termination for any reason of the Franchise Agreement, and any extensions or Successor Franchise Agreements thereof, or upon any Transfer or repurchase of a Principal's rights under the Franchise Agreement or the franchise entity, or a Principal's dissociation from the Franchise Business, and for a continuous, uninterrupted period of two years thereafter, Principals, and Principal's Immediate Family, shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity, territory, or location within the Territory or within 10 miles of the Territory or within 10 miles of any other inLIFE Wellness® outlet in operation or development at the time of such Termination or Transfer. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision. Principals agree that the Franchise Business attracts customers from up to 10 miles, and that such geographical restraint is not unreasonable.

3.3 Non-Solicitation of Customers. In addition to not using Customer Data other than permitted under the Franchise Agreement, during the term of the Franchise Agreement and for three years after the Termination of the Franchise Agreement, Principal and each of Principal's Immediate Family shall not, directly or indirectly, contact any former or then-current customer of the Franchise Business, or any former, then-current customer of Franchisor or an affiliate of the Franchisor (with whom the Principal had contact during the term of the Franchise Agreement), or prospective customer for the purpose of soliciting such customer to a Competing Business. All Customer Data belongs to Franchisor. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

3.4 Violation of Non-Competition, Non-Solicitation Provisions; Tolling of Covenants. In addition to other remedies available to Franchisor, in the event a Principal violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of that Principal's violation. Principal shall also pay Franchisor liquidated damages of $4,000 per month for each Competing Business for violation of Sec. 3.1 or 3.2. These liquidated damages do not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. This Section does not preclude and is not inconsistent with a court granting Franchisor specific performance or any other equitable remedies, such as an injunction, to prevent future breaches.

4 Return of Materials. Upon the Termination of the Franchise Agreement, or a Principal's disassociation from the Franchise Business, each Principal agrees to deliver to Franchisor (and shall not keep a copy in his or her possession or deliver to anyone else) the inLIFE Wellness® Manuals and any and all Confidential Information.

5. Non-Disparagement. Principals shall not, during and after the term of this Agreement, make any negative, disparaging, false or misleading statements, published or made orally, in any form or medium about Franchisor, Franchisor's officers, owners, partners, directors, members, managers, representatives, agents or Personnel, the brand, the System, Franchisor's products and services, or other franchisees.

6. Irreparable Harm. Principals hereby acknowledge and agree that any breach by him or her of any portion of Sections 1 through 6 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 6 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach and without the requirement of posting bond. Additionally, Principals agree that the existence of any claims a Principal may have against Franchisor, whether or not arising from this Agreement or the Franchise Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

7. Reasonableness and Enforceability. Principals agree that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principals and/or his or her or their company have and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will Include the feminine and neuter and the singular will Include the plural and conversely. Principals understand that a separate action may be brought or prosecuted against a Principal whether or not the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action. Principals acknowledge and agree that the restrictions related to Immediate Family is necessary because a Principal's disclosing the Confidential Information or Intellectual Property to Immediate Family or assisting Immediate Family in a Competing Business could potentially circumvent the purpose of this Agreement and that it would be difficult for Franchisor to prove whether a Principal disclosed Confidential Information or Intellectual Property to Immediate Family or assisted Immediate Family in a Competing Business. Principals shall also make its Immediate Family aware of this Agreement as well as the non-compete, non-solicitation and confidentiality provisions in the Franchise Agreement.

8. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the state of Texas without giving effect to its conflicts of law provisions. If for any reason court action is filed, Principals individually consent to the jurisdiction of the courts of record in the state of Texas, and unless the enforcement of this Agreement is brought in connection with a Dispute under the Franchise Agreement (in which case this matter may be handled through arbitration as set forth in the Franchise Agreement), each Principal agrees that proper jurisdiction and venue for all Dispute resolution will be exclusively in the state and federal courts of Dallas, Texas.

9. Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

10. Binding Agreement. This Agreement will bind each parties' respective heirs, personal representatives, successors and assigns. No rights under this Agreement are assignable by any Principal without Franchisor's written approval, and any purported assignment will be null and void and of no force or effect.

11. Survival of Covenants. All covenants made in this Agreement by Principals survive the Termination of this Agreement or the Franchise Agreement or Principal's disassociation with the Franchise Business or the System in any way.

12. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

13. Waiver. Each Principal understands and acknowledges that Franchisor can require the use of cameras at the business premises, and each Principal waives any expectation of privacy in non-private areas of the business premises, e.g., spaces that are not in a bathroom, changing room, etc.

14. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

15. Prior Disclosures. The parties intend that the information disclosed by Franchisor prior to the actual execution of this Agreement constitutes Confidential Information and is subject to all the terms and conditions of this Agreement as if such information had been disclosed following the execution of this Agreement.

PRINCIPALS INDIVIDUALLY ACKNOWLEDGE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date below.

DATED ______________________.

FRANCHISOR:
INLIFE WELLNESS USA, LLC

By: ________________________________
(Signature)
Name: Scott Capelin

Title: ________________________________

PRINCIPALS:

By: ________________________________

Name: ________________________________

By: ________________________________

Name: ________________________________

By: ________________________________

Name: ________________________________

[Brand Protection Agreement for Principals Signature Page]

EXHIBIT "A-5"
TO THE FRANCHISE AGREEMENT

PERSONNEL ACKNOWLEDGEMENT AGREEMENT

Because you are becoming a part of the inLIFE Wellness® franchise system, it is important that you understand and acknowledge who is your employer (or the party that hired you as an independent contractor), and who is not. In addition, as an employee or independent contractor, you may have access to certain confidential information, to which you cannot use outside of your role as an employee or independent contractor of the inLIFE Wellness Studio.

You have been hired by ________________________ (Legal Name of Franchisee) ("Franchisee"), which is an independent franchise owner in the inLIFE Wellness® franchise system (which we call the "System"). Although Franchisee looks the same, has the same name, and is operated the same way as other inLIFE Wellness® outlets in the System, Franchisee is not part of the same company as those other inLIFE Wellness® outlets in the System. INLIFE WELLNESS USA, LLC is a completely separate company from Franchisee. As between you and INLIFE WELLNESS USA, LLC, INLIFE WELLNESS USA, LLC owns or has been licensed the System. INLIFE WELLNESS USA, LLC, has devised rules, systems of operation, and policies and procedures that all its franchisees must follow, including Franchisee, which makes each independent franchise inLIFE Wellness® outlet look and operate the same way as one another. This way, INLIFE WELLNESS USA, LLC manages a System composed of many different franchisee owners, each of whom is independently responsible for operating its own inLIFE Wellness® outlet.

It is important that you understand that Franchisee is your **only** employer (or is the only party associated with the inLIFE Wellness® franchise system that hired you as an independent contractor). If you are an employee of Franchisee, then Franchisee gives you your paycheck, establishes your hours, and is responsible for all decisions relating to your employment relationship. If you are an independent contractor, then Franchisee compensates you, hires you for certain hours or tasks, and provides you with the job description for your services to Franchisee. INLIFE WELLNESS USA, LLC, is **not** your employer and has not hired you to provide services related to the inLIFE Wellness® franchise system. If INLIFE WELLNESS USA, LLC's representatives ever give you direction, training, or advice, it is intended only to ensure that the experience of all customers of inLIFE Wellness® is the same at or through your place of work as it is at other inLIFE Wellness® outlets in the inLIFE Wellness® system. The fact that you are trained, or given direction or advice, by INLIFE WELLNESS USA, LLC's representatives does not mean that INLIFE WELLNESS USA, LLC is your employer.

You also understand, acknowledge, and agree to the following as part of your position as an employee or independent contractor of Franchisee:

1. Except as may be authorized by Franchisee and only in the performance of duties for Franchisee, you shall not, during the course of your employment or contracted labor or at any time thereafter, directly or indirectly, use, or disclose to any third party, or authorize any third party to use any portion of the inLIFE Wellness Proprietary Information (including without limitation, processes, methods, trade secrets, systems, software, pricing, financial information, customer data and lists, manuals, marketing techniques, and procedures), and agree not to copy, transmit, recreate or otherwise reproduce all or any part of the Proprietary Information at any time.

2. You shall not, during the course of your employment or contracted labor and for two years thereafter, directly or indirectly, contact any customer or former customer of Franchisee for the purpose of soliciting such customer to be a customer of a Competing Business.

3. You shall not make any negative, disparaging, false or misleading statements, published or made orally, in any medium about Franchisor (including their respective owners, officers, and Personnel), or the inLIFE Wellness® brand.

If you have any questions about your employment relationship or your contracted relationship or about this Personnel Acknowledgement Agreement, please direct them to your employer (or the party that hired you as an independent contractor), Franchisee.

I have read this Personnel Acknowledgement Agreement, and I understand it. I have had the opportunity to ask any questions that I have about this Personnel Acknowledgement Agreement, and those questions have been answered fully to my satisfaction.

SIGNED: ________________________________

NAME: _________________________________

DATE: ________________________________

POSITION: ____________________________

EXHIBIT "A-6"
TO THE FRANCHISE AGREEMENT

LANDLORD'S CONSENT TO ASSIGNMENT

___________________________ ("Landlord") hereby consents to an assignment of the lease agreement ("Lease Agreement") to INLIFE WELLNESS USA, LLC ("Franchisor") for the purpose of securing the obligations of ________________________________ ("Lessee" and Franchisor's franchisee) to Franchisor. In the event of Lessee's breach of the Lease Agreement, Landlord agrees to provide Franchisor with written notice of any breach of the Lease Agreement that Landlord is required to provide to Lessee. Further, Landlord agrees it will not take any action to terminate said Lease Agreement without first giving Franchisor an opportunity, but not the obligation, to cure said breach for an additional 10 days beyond the applicable cure period granted to the Lessee under the Lease Agreement.

Landlord agrees to provide Franchisor with all information relating to amounts owing, settlement agreements, and all matters related to the Lease Agreement within five days of written request from Franchisor.

Landlord agrees that if Lessee does not timely cure a default under the Lease Agreements, or the Lease Agreement or franchise agreement is terminated, Franchisor will have the right, but not the obligation, within 30 days of such date, to take possession of the premises, and to assume or reassign the Lease Agreement, or sublet the premises to another franchisee for the remaining term of the Lease Agreement; provided that Landlord will have the right to reasonably approve such reassignment or subletting.

Landlord further covenants that so long as Franchisor has not entered into possession of the leased premises, Franchisor will not be liable for rent or any other obligation under the Lease Agreement, but that Landlord will look to Lessee for all obligations under the Lease Agreement.

Notices to Franchisor will be sent to: INLIFE WELLNESS USA, LLC, Attn: Scott Capelin, 6814 Snider Plaza, Dallas, Texas 75205.

Landlord's Contact Information:	LANDLORD:
Contact Person: __________________________	By: ___________________________________
Mailing Address: __________________________	Title: __________________________________
__________________________	Name: _________________________________
Email: ___________________________________	
Phone: __________________________________	Date: __________________

SCHEDULE "A-6.1"
To the Landlord's Consent to Assignment
Lease Rider

Notwithstanding anything in the lease to the contrary, the Landlord and Tenant agree as follows (capitalized terms not defined herein having the meanings set forth in the Franchise Agreement between Tenant and INLIFE WELLNESS USA, LLC ("Franchisor"), Tenant's franchisor):

1. The initial term of the lease plus renewal options will be for a period of not less than 5 years from the time Tenant opens for business.

2. Landlord consents to Tenant's use and display of the inLIFE Wellness® Marks and signage as Franchisor may require from time to time for the Franchise Business, subject only to the provisions of applicable law. Landlord shall also provide Tenant and Tenant's customers with a non-exclusive, mutual cross access easement for purposes of vehicular and pedestrian ingress and egress to access Tenant's Franchise Business.

3. Tenant will have the right to alter, renovate, add, remodel, modify, and/or change the Premises and/or other improvements upon the Premises as Tenant may deem desirable, provided that if any such alterations, renovations, additions, modifications, remodeling and/or changes to the Premises and/or improvements upon the Premises affect the exterior, structural elements or foundation of the Premises, Tenant must first obtain the consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed.

4. The Premises will be used solely for the operation of a Pilates and fitness studio which operates using the inLIFE Wellness® Marks and System while the Franchise Agreement is in effect and Tenant is in lawful possession of the Premises.

5. Landlord acknowledges that, in the event the Franchise Agreement expires or is terminated: (a) Tenant is obligated under the Franchise Agreement to take certain steps to de-identify the location as an inLIFE Wellness® business; and (b) Landlord shall cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement, including allowing Franchisor, its personnel and agents to enter and remove signs, décor, and materials bearing or displaying any Marks, designs, or logos, provided that Landlord will not be required to bear any expense thereof.

6. If Franchisor so requests, and if available to Landlord, Landlord shall provide Franchisor with all sales and other information that Landlord may have related to the operation of the Franchise Business.

7. Tenant is restricted from accepting any requirement under the lease that seeks to impose any restrictions (territorial or otherwise) on the development or operation of other inLIFE Wellness® businesses by Tenant, Franchisor, or any other person or entity.

8. Landlord agrees that Tenant may not assign the lease or sublease all or any part of Tenant's occupancy rights thereunder without Franchisor's prior written consent.

9. Landlord's consent to an assignment of the lease or subletting of the Premises will not be required in connection with an assignment or subletting to Franchisor, or any parent, subsidiary or affiliate of Franchisor or Tenant, or another operator that Franchisor has approved to be the franchisee and operate at the Premises.

10. Landlord shall not sell or lease or allow the sublease of, space in the building, or on the property, to any person or entity for a Pilates, Reformer Pilates, yoga, personal training, or similar group exercising training

studio business. Additionally, Landlord shall not sell and shall prohibit any other tenant or subtenant in the building, or on the property, from engaging in activities predominantly related to the offer and sale of products and services similar to those offered by an inLIFE Wellness® business. In the event Landlord does not comply with these restrictions, Tenant will have the right to seek an injunction prohibiting the occupancy by the new competing business or against the existing tenant, as the case may be.

11. Landlord shall, upon reasonable request from Tenant's lender, subordinate any interests it may have in Tenant's equipment or other leasehold improvements to Tenant's lender's interests.

12. No amendment may be made to the lease without Franchisor's prior written consent (which Franchisor will not unreasonably withhold or delay), and Franchisor may elect not to be bound by the terms of any amendment to the lease executed without obtaining Franchisor's prior written approval to such amendment.

IN WITNESS WHEREOF, the parties have executed this Lease Rider effective as of the date of the lease agreement.

LANDLORD:	**TENANT:**
______________________________	_________________________________
By: ____________________________	By: ____________________________
(Signature)	(Signature)
Name: __________________________	Name: __________________________
Title: ___________________________	Title: ___________________________

EXHIBIT "A-7"
TO THE FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Business Name: ______________________________

I hereby authorize INLIFE WELLNESS USA, LLC hereinafter called ("Company"), to initiate debit entries to my checking account or savings account as indicated below at the depository financial institution named below, hereinafter called ("Depository"), and to debit the same to such account on a recurring basis, commencing as of the date below, and continuing for the term of my franchise agreement with the Company. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of United States law.

Depository Name: ________________________________ Branch: _____________________________

City: _______________________________ State: ____________________ Zip Code: _____________

Phone: ______________________________

Routing Number: ____________________________ Account Number: _________________________

Type of Account: Checking/Savings: ____

I agree to provide accurate banking information and authorize the Company to verify account ownership through a test deposit or other verification methods as required by NACHA rules.

I understand that this authorization will remain in full force and effect through the term of my Franchise Agreement until I notify the Company in writing that I wish to revoke this authorization. I understand that the Company requires at least 15 days' written notice prior to the proposed effective date of termination to cancel this authorization. Notice shall be provided to the Company at both scott@inlifewellness.com and (469) 403-0210.

I consent to the use of electronic records and signatures for the purposes of entering into and executing this agreement and any related transactions.

Name: ____
(please print)

Title: ____

Signature: ____________________________________ Date: __________________________

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

EXHIBIT "A-8"
TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of ________________________ by and between INLIFE WELLNESS USA, LLC ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") who are the owners of ______________________________________ (the "Business Entity").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Franchise Agreement dated ______________ (the "Franchise Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantees to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, any provision in the Franchise Agreement, Including confidentiality and the non-competition provisions. Each Guarantor acknowledges and agrees that no subsequent amendment, modification, and/or extension of the Franchise Agreement by and between Us and the Business Entity will affect the enforcement or validity of this Guaranty. Each Guarantor agrees that upon the death of a Guarantor, the estate of such Guarantor will be bound by the obligations of this Guaranty.

2. Waivers. Each Guarantor waives: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. Consents and Agreements. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Franchise Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Franchise Agreement and, where required by the Franchise Agreement, after its termination or expiration.

4. Enforcement Costs. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) shall reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorneys' assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. Disputes. Guarantor(s) acknowledge and represent that Guarantor(s) have had an opportunity to review the Franchise Agreement and agree that the provisions of Article XVII (disputes and arbitration) of the Franchise Agreement have been reviewed by Guarantor(s) and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and Us. Each Guarantor(s) irrevocably submits to the exclusive jurisdiction and venue of said arbitration and listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) is domiciled. Each Guarantor will be held personally, jointly, and severally liable. Any settlement made between Us and the Business Entity, or between Us and another Guarantor, or any other determination made pursuant to this Agreement will be binding upon the Guarantor(s).

6. Counterparts. This Guaranty may be signed in counterparts including by electronic signatures and other electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, the Guarantor(s) have respectively signed this Guaranty effective as of the day and year first written above.

Guarantor(s)	**Address for Notice**
By: ______________________________	______________________________
	______________________________
Name: ______________________________	Email: ______________________________
By: ______________________________	______________________________
	______________________________
Name: ______________________________	Email: ______________________________
By: ______________________________	______________________________
	______________________________
Name: ______________________________	Email: ______________________________

EXHIBIT "A-9"
TO THE FRANCHISE AGREEMENT

DIGITAL, SOCIAL MEDIA, AND LISTINGS ASSIGNMENT AND AUTHORIZATION

This DIGITAL, SOCIAL MEDIA, AND LISTINGS ASSIGNMENT AND AUTHORIZATION ("Assignment") is made and entered into as of the Effective Date (listed on the signature page below), by and between the undersigned Franchisee and INLIFE WELLNESS USA, LLC ("Franchisor").

RECITALS

WHEREAS, Franchisee has entered into a franchise agreement with Franchisor of even date herewith ("Franchise Agreement"); and

WHEREAS, as part of the Franchise Agreement, Franchisee is granted limited rights to use the inLIFE Wellness® trademarks, trade names, or other substitute marks, trade dress, and other associated intellectual property (collectively, the "Marks") in conjunction with Franchisee's Franchise Business; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

1. Franchisee hereby assigns all rights and interest, Including all associated goodwill, in the Social Media and other digital media accounts used in the Franchise Business or used or created in any way by Franchisee or third parties to promote or use the Marks, Including, Franchisee's Facebook, Instagram, Tik-Tok, Pinterest, Google listings, Twitter, LinkedIn, Tumblr, email accounts, and the like (collectively the "Social Media Accounts"). Franchisee shall take all action necessary to grant exclusive access of the Social Media Accounts to Franchisor, Including providing all passwords and administrative access as well as assisting with the transfer two-factor security identification through means such as text message or email verification to such Social Media Accounts.

2. Franchisee hereby assigns and transfers (or in Franchisor's sole discretion disconnects) the telephone listings, telephone numbers, Including the telephone number(s) listed on Marketing and Social Media Accounts, URL's, Internet sites, and web pages used in the Franchise Business or used or created in any way by Franchisee or third parties to promote or use the Marks to Franchisor (individually a "Listing" and collectively the "Listings").

3. Franchisee represents, warrants, and covenants the following with regard to the Social Media Accounts and Listings:

   a. Franchisee has the right to assign the Social Media Accounts and Listings, and they are free and clear of all liens and encumbrances.

   b. Franchisee shall not, after Termination of the Franchise Agreements attempt to access, control, interfere with, or obstruct the Social Media Accounts and/or Listings.

   c. Franchisee shall not prevent or hinder Franchisor from enforcing its rights in or to the assigned Social Media Accounts and/or Listings.

d. Franchisee has not taken, or permitted, and shall not take or permit any action that would prevent Franchisor from enjoying the full benefits of assignment of the Social Media Accounts and Listings to Franchisor hereunder whether during the term or after the Termination of the Franchise Agreement.

4. Franchisee hereby directs and authorizes each company associated with, or in control of, the Social Media Accounts and/or Listings to assign, transfer, set over and otherwise authorize Franchisor to take over and control the Social Media Accounts and Listings. If necessary, Franchisee shall execute all documents required by Franchisor to give effect to the assignment of the Social Media Accounts and Listings to Franchisor hereunder.

5. This Assignment applies to all Social Media Accounts and Listings regardless of whether Franchisee is allowed to manage under the Franchise Agreement or was allowed to create, use, manage, or even own Social Media Accounts and/or Listings in the past or in the future. To the extent Franchisor does not currently have administrative access to a Social Media Account or Listing of Franchisee, Franchisee shall immediately grant Franchisor such access.

6. Franchisor hereby appoints Franchisor as its attorney-in-fact for the above transfers, which appointment is coupled with an interest.

7. This Assignment is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

8. This Assignment is governed, construed, and interpreted in accordance with the laws of the state of Texas without giving effect to its conflicts of law provisions.

9. This Assignment may be signed in counterparts by electronic signature, scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, the parties have respectively signed this Assignment effective as of the Effective Date written below.

Dated effective as of ________________.

FRANCHISOR:	**FRANCHISEE:**
INLIFE WELLNESS USA, LLC	______________________________________
By: __________________________________ (Signature)	By: __________________________________ (Signature)
Name: ________________________________	Name: ________________________________
Title: ________________________________	Title: ________________________________

EXHIBIT "A-10"
TO THE FRANCHISE AGREEMENT

FRANCHISEE REPORT

We will not ask You to complete the Franchise Report, and We will disregard any answers from You, if You live or plan to operate Your Franchise Business in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin. Washington Franchisees cannot complete, fill out, or sign this Franchisee Report.

Please review each of the following questions carefully and provide honest responses to each question.

1. If You have received any oral, written, visual or other claim, guarantee or representation of any sort by Us which stated or suggested any specific level or range of actual or potential sales, income, expenses, profits, cash flow, by any person or entity, except for information (if any) expressly set forth in Item 19 of the Franchisor's disclosure document (or an exhibit referred to therein), please describe what You received and if known, from whom You received the information. If none, please write "none."

____
____
____
____

2. If You have received any information or representations inconsistent with the statements in the FDD or Franchise Agreement, please list those below. If none, please write "none."

____
____
____
____

FRANCHISEE:
____

By: ______________________________

Name: ____________________________

Title: _____________________________

Date: _____________________________

EXHIBIT "A-11"
TO THE FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

The following shall apply to Franchise Agreements in the State of Wisconsin:

a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "B"
TO THE FDD

FINANCIAL STATEMENTS
(Attached)

September 30, 2025
September 30, 2024

inLIFE WELLNESS

INLIFE WELLNESS USA, LLC

FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT

SEPTEMBER 30, 2025 AND 2024

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

INLIFE WELLNESS USA, LLC

Table of Contents

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Member
InLife Wellness USA, LLC
Dallas, Texas

Opinion

We have audited the accompanying financial statements of InLife Wellness USA, LLC, which comprise the balance sheets as of September 30, 2025 and 2024, and the related statements of operations, member's deficit, and cash flows for the years the 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 InLife Wellness USA, LLC as of September 30, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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 the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Kezos & Dunlavy

St. George, Utah
January 29, 2026

INLIFE WELLNESS USA, LLC
BALANCE SHEETS
September 30, 2025 and 2024

	2025	2024
Assets		
Current assets		
Cash and cash equivalents	$ 53,687	$ 17,726
Total current assets	53,687	17,726
Total assets	$ 53,687	$ 17,726
Liabilities and Member's Deficit		
Current liabilities		
Due to related parties	$ 115,526	$ 129,657
Deferred revenue	79,975	-
Total current liabilities	195,501	129,657
Total liabilities	195,501	129,657
Member's deficit	(141,814)	(111,931)
Total liabilities and member's deficit	$ 53,687	$ 17,726

The accompanying notes are an integral part of these financial statements.

INLIFE WELLNESS USA, LLC
STATEMENTS OF OPERATIONS
For the years ended September 30, 2025 and 2024

	2025	2024
Operating revenue		
Product sales	$ 125,719	$ -
Royalty and marketing fees	34,995	-
Total operating revenue	160,714	-
Cost of goods sold	34,972	-
Gross profit	125,742	-
Operating expenses		
General and administrative	113,336	38,796
Advertising and marketing	24,081	55,676
Professional fees	18,208	17,459
Total operating expenses	155,625	111,931
Net loss	$ (29,883)	$ (111,931)

The accompanying notes are an integral part of these financial statements.

INLIFE WELLNESS USA, LLC
STATEMENTS OF MEMBER'S DEFICIT
For the years ended September 30, 2025 and 2024

Balance as of inception (October 25, 2023)	$ -
Net loss	(111,931)
Balance as of September 30, 2024	(111,931)
Net loss	(29,883)
Balance as of September 30, 2025	$ (141,814)

The accompanying notes are an integral part of these financial statements.

INLIFE WELLNESS USA, LLC

STATEMENTS OF CASH FLOWS

For the years ended September 30, 2025 and 2024

	2025	2024
Cash flows from operating activities:		
Net loss	$ (29,883)	$ (111,931)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Changes in operating assets and liabilities:		
Deferred revenue	79,975	-
Net cash provided by (used in) operating activities	50,092	(111,931)
Cash flows from financing activities:		
Net change in due to/from related party	(14,131)	129,657
Net cash provided by (used in) financing activities	(14,131)	129,657
Net change in cash and cash equivalents	35,961	17,726
Cash and cash equivalents at beginning of period	17,726	-
Cash and cash equivalents at end of period	$ 53,687	$ 17,726
Cash paid for taxes and interest	$ -	$ -

The accompanying notes are an integral part of these financial statements.

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

InLife Wellness USA, LLC (the "Company") was organized on October 25, 2023 under the laws of the State of Texas. The Company's major activities consist of the sale of franchises and products to franchisees who provide a unique pilates studio in the United States of America.

The Company uses the accrual basis of accounting, and its accounting period is the 12-month period ending September 30 of each year. The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission ("SEC"), superseding existing FASB, American Institute of Certified Public Accountants, Emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

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

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase.

(e) Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, technical assistance fees, and upon provision/shipment and invoicing of products or services from the Company's offices or suppliers. These accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of outstanding amounts.

When determining the allowance for doubtful receivable, the Company has adopted ASC 326, *Financial Instruments—Credit Losses*. This standard requires that Management utilize the Current Expected Credit Losses ("CECL") model to recognize the appropriate allowance for doubtful receivables. This model requires entities to estimate and recognize expected credit losses over the life of the financial instrument. For trade receivables, Management has elected to apply a simplified approach, based on historical loss experience and adjustments for current and forecasted economic conditions. Management regularly evaluates individual customer receivables, considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received. As of September 30, 2025 and 2024, the Company had no allowance for uncollectible accounts.

(f) Financial Instruments

The Company initially measures financial assets and financial liabilities at fair value, adjusted by, in the case of a financial instrument that will not be measured subsequently at fair value, the amount of transaction costs directly attributable to the instrument. Amounts due to and from related parties are measured at the exchange amount, being the amount agreed upon by the related parties.

The Company subsequently measures its financial assets and financial liabilities at amortized cost, except for derivatives and equity securities quoted in an active market, which are subsequently measured at fair value. Changes in fair value are recognized in net income.

Financial assets measured at fair value include cash, cash equivalents, and short-term investments. Financial assets measured at amortized cost include accounts receivable. Financial liabilities measured at amortized cost include accounts payable, accrued liabilities, and related party payables.

Financial assets measured at amortized cost are tested for impairment when there are indicators of possible impairment. When a significant adverse change has occurred during the period in the expected timing or amount of future cash flows from the financial asset or group of assets, a write-down is recognized in net income. When the events occurring after the impairment confirm that a reversal is necessary, the reversal is recognized in net income up to the amount of the previously recognized impairment.

(g) Foreign Currency

The Company accounts for all foreign currency, and its associated gains and losses in accordance with ASC 830, *Foreign Currency Matters*. Gains and losses on foreign exchange are recorded in the Statements of Operations.

The Company's foreign operations are translated using the current rate method. Under this method, foreign denominated monetary assets and liabilities are translated into U.S. dollars at the exchange rates in effect as of the balance sheet date. Revenues and expenses (other than amortization, which is translated at rates pertaining to the related assets) are translated at the yearly average exchange rates. Non-monetary assets and liabilities are translated at the exchange rate at the date of acquisition. Exchange gains or losses arising on the translation are included in the Statements of Operations.

(h) Revenue Recognition

The Company has adopted ASC 606, *Revenue from Contracts with Customers*. ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue. For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the various components of the transaction price and the Company's performance obligations.

The Company's revenues consist of royalty fees, marketing fees, initial franchise fees, and product sales.

Royalty and marketing fees

Upon evaluation of the five-step process, the Company has determined that royalty and marketing fees are to be recognized in the same period as the underlying sales.

Product sales

Product sales are recognized as revenue upon the transfer of control to the franchisee, which is generally upon delivery of products.

Initial franchise fees

The Company is required to allocate the transaction price associated with initial franchise fees between the franchise license and associated performance obligations. In identifying the associated performance obligations, the Company has elected to adopt the practical expedient for private company franchisors outlined in ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. In addition, the practical expedient allows franchisors to account for pre-opening services as a single distinct performance obligation, which the Company has elected to adopt. These pre-opening services include the following (which the Company may or may not provide all of):

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiation
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs

In determining the allocation of transaction price (the initial franchise fee) to either the license or to the pre-opening services, the Company has determined that the standalone selling price of its pre-opening services exceeds the initial franchise fee received; as such, the Company allocates the entire initial franchise fees to those pre-opening services. The franchise fees are then recognized as revenue when those pre-opening services have been completed (which generally occurs upon commencement of the associated franchised location's operations).

(i) Income Taxes

The entity is structured as a limited liability company ("LLC") under the laws of the State of Texas. A limited liability company is classified as a partnership for federal and state income tax purposes and, accordingly, the income or loss of the Company will be included in the income tax returns of the member. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under ASC 740, *Accounting for Uncertainty in Income Taxes*. ASC 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of September 30, 2025, the 2024 tax year is subject to examination.

(j) Leasing

The Company has adopted ASC 842, *Leases*. The Company has made an accounting policy election not to recognize right-of-use assets and lease liabilities that arise from any of its short-term leases. All leases with a term of 12 months or less at commencement, for which the Company is not reasonably certain to exercise available renewal options that would extend the lease term past 12 months, will be recognized on a straight-line basis over the lease term.

(k) Advertising Costs

The Company expenses advertising costs as incurred. Advertising expenses for the fiscal years ended September 30, 2025 and 2024 were $24,081 and $55,676, respectively.

(l) Concentration of Risk

The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Franchise Agreements

The Company's franchise agreements generally provide for payment of initial fees as well as continuing royalties to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate a location using the InLife Wellness system for a period of five years. Under the Company's revenue recognition policy, franchise fees and any corresponding commissions are recognized when the franchisee begins operations. For any franchisees that have not yet begun operations as of year-end, the Company defers both the revenues and commissions. All locations that are expected to begin operations within the following year are categorized as current, while all others are classified as non-current.

The following table represents the activity of the Company's deferred revenue for the years ended September 30, 2025 and 2024:

	2025	2024
Beginning deferred revenue	$ -	$ -
Additions (cash received)	79,975	-
Revenue recognized from beginning deferred revenue	-	-
Revenue recognized from contracts executed in the current year	-	-
Ending deferred revenue	$ 79,975	$ -

(3) Due to Related Parties

The Company has amounts payable to its member and affiliates through common ownership. These liabilities do not accrue interest and are due on demand.

(4) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC 450, *Contingencies*, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is “reasonably possible,” disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are “remote” are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(5) Subsequent Events

Management has reviewed and evaluated subsequent events through January 29, 2026, which is the date the financial statements were available to be issued.

EXHIBIT "C"
TO THE FDD

SCHEDULE OF FRANCHISEES:
(as of September 30, 2025)

	Location	Owner	Phone	Address
		Texas		
1	Addison	inLIFE Wellness Addison, LLC	469-403-0210	5100 Belt Line Rd., Ste. 712, Addison, TX 75254
2	Frisco	Frisco Legacy, LLC	469-937-0375	4112 Legacy Dr., Ste. 312, Frisco, TX 75034
3	McKinney	inLIFE Wellness McKinney, LLC	214-762-7981	7200 W. University Dr., Ste. 150, McKinney, TX 75071
4	University Park	inLIFE Wellness University Park LLC	469-937-0375	6814 Snider Plaza, University Park, TX 75205

FRANCHISES THAT SIGNED A FRANCHISE AGREEMENT BUT HAVE NOT OPENED AS OF SEPTEMBER 30, 2025

City/State	Owner
Celina, TX	Celina Wellness Studio, LLC
Flower Mound, TX	DATK Core Collective, LLC – Series Flower Mound
Melissa, TX	The Joy Group, LLC
Murphy, TX	SIS Collective Murphy LLC
Coppel, TX[1]	DATK Core Collective, LLC – Series Coppell

[1] The Coppel, Texas location opened in November 2025.

No franchisees have been terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our fiscal year 2025, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document.

* If you invest in this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT "D"
TO THE FDD

LIST OF AGENTS FOR SERVICE OF PROCESS

If a state is not listed, INLIFE WELLNESS USA, LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which INLIFE WELLNESS USA, LLC has appointed an agent for service of process.

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	651 Bannon Street, Ste 300, Sacramento, CA 95811	(916) 445-7205 (866) 275-2677 www.dfpi.ca.gov ask.DFPI@dfpi.ca.gov
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20th Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117
Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7th Place East, Suite 280, St. Paul, MN 55101	(651) 539-1600
New York	New York Department of State		99 Washington Avenue, 6th Floor, Albany, NY 12231	(518) 473-2492
North Dakota	Insurance & Securities Department	Insurance Commissioner	600 East Boulevard Ave., Dept. 401, Bismarck, ND 58505-0510	(701) 328-2910
Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities Labor and Industries Building	Salem, OR 97310	(503) 378-4387

Rhode Island	Chief Securities Examiner of Business Regulation	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex – Building 69-1, Cranston, RI 02920	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1st Floor, Richmond, VA 23219	
Washington	Director	Department of Financial Institutions	150 Israel Rd SW Tumwater, WA 98501	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	

EXHIBIT "E"
TO THE FDD

LIST OF STATE AGENCIES RESPONSIBLE FOR FRANCHISE DISCLOSURE/REGISTRATION LAWS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation www.dfpi.ca.gov ask.DFPI@dfpi.ca.gov	Department of Financial Protection and Innovation	Sacramento: 651 Bannon Street, Ste 300, Sacramento, CA 95811 San Diego: 1455 Frazee Road Suite 315, San Diego, CA 92108 San Francisco: One Sansome Street, Ste. 600, San Francisco, CA 94101 Los Angeles: 320 West 4th Street, Ste. 750, Los Angeles, CA 90013-2344	Sacramento: (916) 445-7205 San Diego: (619) 525-4233 San Francisco: (415) 972-8559 Los Angeles: (213) 576-7500 Toll Free: (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 23214-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2744
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436
Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441
Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20th Floor, Baltimore Maryland 21202-2020	(410) 576-6360

Michigan	Michigan Attorney General's Office	Consumer Protection Division; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6th Floor, Lansing, MI 48933	(517) 373-7117
Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7th Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty St. 21st Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Insurance & Securities Department		600 East Boulevard Avenue, Dept. 401, Bismarck, ND 58505-0510	(701) 328-2910
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193 1719 Brazos, Austin, TX 78707	(512) 475-1769
Utah	Division of Consumer Protection	Utah Department of Commerce	160 East 300 South, SM Box 146704, Salt Lake City, UT 84114-6704	(801) 530-6601 Fax: (801) 530-6001
Virginia	State Corporation Commission	Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor, Richmond, VA 23219	(804) 371-9051
Washington	Department of Financial Institutions	Securities Division	P.O. Box 41200, Olympia WA 98504-1200	(360) 902-8760
Wisconsin	Division of Securities	Department of Financial Institutions	P.O. Box 1768, Madison, WI 53701	(608) 266-2801
Federal Trade Commission	Division of Marketing Practices	Bureau of Consumer Protection	Pennsylvania Avenue at 6th Street, NW, Washington DC 20580	(202) 326-3128

EXHIBIT “F”
TO THE FDD

TABLE OF CONTENTS FOR THE OPERATIONS MANUAL

In This Section

EXHIBIT "G"
TO THE FDD

AREA DEVELOPMENT AGREEMENT

INLIFE WELLNESS®
AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("Agreement") is made and entered into effective as of ___________________ by and between **INLIFE WELLNESS USA, LLC**, a Texas limited liability company ("We," "Us," or "Franchisor"), and _________________________ ("You" or "Area Developer").

R E C I T A L S:

WHEREAS, You desire to acquire the right to develop and operate multiple inLIFE Wellness® Franchise Units in the Development Area described below and pursuant to the terms and conditions of this Agreement; and

WHEREAS, You have entered into a separate Franchise Agreement with Us for the right to operate Your first inLIFE Wellness® franchise signed contemporaneously with this Agreement.

NOW THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

Article 1 - Definitions

1.1 Each of the following terms shall have the meaning set forth below. Additionally, unless otherwise clearly required by the context, when used in this Agreement, all capitalized terms used but not defined herein have the respective meaning assigned to them pursuant to the Franchise Agreement signed contemporarily with this Agreement.

"Develop" or "Developed" whether capitalized or not means to open and operate inLIFE Wellness® Units. You must have a fully executed Franchise Agreement and a fully executed lease agreement that has been approved by Us for a Unit to be considered in "development" if not yet opened or to be considered "developed" if the Unit is operational. Otherwise, the Unit will be considered an Undeveloped Unit as defined below.

"Development Area" means the geographical area set forth in Exhibit "A."

"Development Business" means the business of developing inLIFE Wellness® Franchise Businesses in the Development Area and in compliance with the Development Schedule.

"Development Schedule" means the schedule setting forth the number of Franchise Units to be developed within a set period of time within the Development Area.

"Franchise," "Franchise Business," "Franchise Unit," or "Unit" means a business that has signed a Franchise Agreement to operate an inLIFE Wellness® business in the Development Area.

"Franchise Agreement" means Our franchise agreement which licenses the right to use Our Marks and System for the operation of an inLIFE Wellness® Franchise Unit at a single designated location.

"Owners" means You and each of Your owners, partners, members, managers, officers, directors or shareholders.

"Termination" Includes expiration, non-renewal, repurchase of Your rights, transfer, or any other means by which this Agreement is no longer in effect, or wherein You are no longer an area developer for the inLIFE Wellness® brand.

"Undeveloped Unit" is any Unit for which You do not have a fully executed Franchise Agreement together with a fully executed lease agreement that has been approved by Us.

Article 2 – Development Area Rights

2.1 Rights. Subject to the terms and conditions of this Agreement and the continuing faithful performance by You of Your obligations hereunder, during the term of this Agreement, You have the right and obligation to develop inLIFE Wellness® businesses in the Development Area in accordance with the Development Schedule set forth on Exhibit "B." Other than as set forth in this Agreement, We will not establish or sell traditional inLIFE Wellness® businesses within the Development Area while this Agreement is in effect.

2.2 Character of Rights. The rights and privileges granted to You under this Agreement are personal in nature. You represent and We rely upon Your representations in entering into this Agreement that the individuals listed on Exhibit "C" are the owners of and sole holders of a legal and beneficial interest in Your Development Business. The rights set forth herein are territorial only and do not grant or imply any license for You to use the Marks or System in any manner. Any such rights are granted only through Our Franchise Agreement. This Agreement does not create or grant rights or obligations outside the Development Area.

2.3 Franchisor's Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. Nothing contained herein prevents Us from granting the right to establish or operate, or Us establishing, owning, and operating inLIFE Wellness® outlets or similar operations outside of the Development Area. We, or our affiliate, either personally or through agents and representatives, or franchises, also reserve the right to operate, sell and Market inLIFE Wellness® outlets in non-traditional locations and large institution-type locations both within and outside Your Development Area. These outlets may Include locations at malls, convention centers, sporting arenas, hotels, military bases, universities, airports, hospitals, urban office buildings, government facilities, shopping malls, educational facilities, casinos, resort properties, and other similar locations. Any non-traditional outlet opened in Your Development Area will not be counted toward Your development obligations set forth in the Development Schedule. Furthermore, We and Our affiliates expressly reserve the right to sell, Market and distribute the inLIFE Wellness® products in the Development Area and elsewhere without compensation to You using other Marketing strategies and distribution channels, Including, the Internet, retail units and wholesale outlets, etc. We also reserve the right to use other and different proprietary marks in connection with the sale of franchises, products or services similar to, the same as, or dissimilar from those which You will use in Your Franchise Businesses at any location, Including in the Development Area, without compensation to You.

Article 3 - Development & Term

3.1 Minimum Development Schedule. You shall open the number of Franchise Units by the deadlines set forth in the Development Schedule. A Franchise Unit will be counted for the purposes of meeting Your development obligation only if it is an open and operating Franchise Business located within the Development Area by the applicable deadline and remains operating during the term hereof.

3.2 Franchise Locations. The location of each Franchise Unit will be selected by You but must be approved in writing by Us, as further set forth in the applicable Franchise Agreement(s). We must pre-approve the site for each Unit as set forth in the applicable Franchise Agreement.

3.3 Timing of Execution of Leases and Franchise Agreements with Your Development Schedule. No later than six months before the end of each development period listed in the Development Schedule, You must have executed (in accordance with this Agreement) a lease (or purchase agreement) and a Franchise Agreement and paid the remaining balance due for that Unit. Your obligations to locate, lease, and construct a Unit will be governed by the timelines stated in the applicable Unit Franchise Agreement, except that the requirement for opening and commencing operation of the Unit for the purposes of this Agreement will be based on the Development Schedule deadlines in this Agreement and not the opening deadline listed in that Franchise Agreement.

3.4 Time of the Essence. Time is of the essence with respect to compliance with the Development Schedule and all other obligations of Yours under this Agreement.

3.5 Term. The term of this Agreement is the development period set forth on the Development Schedule. This Agreement will Terminate prior if terminated according to Article 9 below, or once You have Developed all the Franchise Units listed on the Development Schedule if developed prior to the last deadline set forth on the Development Schedule. There is no right to renew this Agreement.

Article 4 - Fees

4.1 Area Development Fee. You shall pay a one-time, non-refundable area development fee (“Development Fee”) as more fully set forth in the Development Schedule. The Development Fee is calculated by adding the initial franchise fee for the first Unit, plus $15,000 multiplied by the total number of additional Units (after the first Unit). No rights or privileges under this Agreement exist until the Development Fee is paid in full Including the right to Develop, or to sell or transfer Your Development rights.

4.1.1 Initial Franchise Fees. You shall pay Us the balance of the initial franchise fee (“Franchise Fee”) for each Franchise Unit opened or operated by You during the term hereof upon signing the Franchise Agreement for the applicable Unit. The Franchise Fee is set forth in the Development Schedule.

4.2 Additional Units. If You wish to purchase more Franchise Units than the number of Units listed in the Development Schedule, You must first receive Our prior written approval as to the number and whether You are able to add additional Units to the Development Schedule. If approved, You shall pay a Development Fee of $30,000 for each additional Franchise Unit to be developed, payable at the time of approval by Us for Your Development of additional Units.

4.3 Non-Refundable. No payment, Fee, or deposit paid by You is refundable, regardless of whether You meet Your Development Schedule.

Article 5 - Franchise Agreement(s)

5.1 Franchise Agreement. Each Franchise Unit opened by You in the Development Area pursuant to this Agreement will be governed by Our then-current Franchise Agreement executed by You and Us. A Franchise Agreement for each Franchise Unit must be executed and delivered to Us prior to acquisition or lease of any related real property, commencing construction or improvements, or any other development activity or operations for the applicable Franchise Unit.

5.2 Modification of the Franchise Agreement. We reserve the right, from time to time, to amend, change or modify Our form Franchise Agreement, which modifications will apply to those Franchise Agreements signed after such modifications are made.

5.3 Guaranty. You agree that all of the Owners owning 30% or greater interest in Your Development Business, must each personally sign an agreement not to compete and must personally guarantee the performance of all Your obligations under this Agreement and shall be personally bound by, and liable for, the breach of every provision of this Agreement and sign the Guaranty and Assumption of Obligations attached as Exhibit “D”.

5.4 First Franchise Unit. You acknowledge that the Franchise Agreement governing Your first Franchise Unit to be opened under the Development Schedule is being executed concurrently with this Agreement.

Article 6 - Operating Standards and Covenants

6.1 Compliance. You shall, at Your expense, comply with all applicable laws, ordinances, rules, and regulations pertaining to the development of Your Franchise Businesses as contemplated herein.

6.2 Cost of Doing Business. You shall be responsible for all Your costs of doing business and other costs and expenses in connection with Your obligations herein.

6.3 Franchise Obligations. You shall promptly pay all Your obligations and liabilities to Us and Your suppliers, lessors, trade accounts and government agencies. We have no liability for Your obligations, and You shall indemnify and hold Us harmless from any such obligations.

6.4 Periodic Reports. You shall provide to Us, no later than 15 days following each quarter, a written progress report of Your preceding quarter’s activities and progress in developing and establishing Franchise Units in Your Development Area.

6.5 Indemnification. You shall protect, indemnify and hold Us harmless from and against any and all claims, proceedings, expenses, costs, damages and liabilities, Including, legal fees incurred by Us or Our officers, directors, members, managers and agents because of any act, neglect or omission of Yours or Your Personnel, customers, agents or guests, in the operation of Your Development Business, Including, malfeasance, misstatements, nonfeasance, failure to perform, and breach of Your duties and obligations under this Agreement.

Article 7 - Confidentiality

7.1 Confidentiality. Unless otherwise signed as part of Your Franchise Agreement, each of Your principals are required to sign Our standard principal brand protection agreement attached as Exhibit

"E."

7.2 Confidentiality of this Agreement. You agree that all terms of this Agreement that are not otherwise made public under franchise disclosure laws will remain confidential, and You shall not make any public announcement, issue any press release, publicize, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the terms of this Agreement only to Your professional lenders and advisors.

Article 8 - Marks

8.1 Ownership of Marks. You acknowledge that You have no interest whatsoever in the Marks or derivatives thereof and that Your license to use the Marks is derived solely from Your Franchise Agreement(s).

8.2 Use of Marks. You cannot use any of the Marks as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form without Our consent. You shall obtain such fictitious or assumed name registrations as may be required by Us or applicable law.

Article 9 - Our Right of Termination

9.1 Termination. In addition to the other rights of termination that We may have at law or equity or as contained in this Agreement We will have the following rights of termination:

9.1.1 No Cure Period. Upon a violation or default under paragraphs (1) through (6) below, this Agreement will automatically Terminate upon written notice to You.

1) You or any of Your Owners makes or attempts to make an unauthorized assignment of this Agreement, Your Franchise Agreements, Franchise Units, or any ownership change in You without Our prior written consent, which consent will not be unreasonably withheld or delayed;

2) You or any of Your Owners commit or are convicted of or plead guilty or no contest to, or enter into a plea in abeyance, stipulated order of continuance, or related agreement, to a felony a crime involving moral turpitude or dishonesty, or You or Your Owners engage in any conduct or behavior that We believe is reasonably likely to have a material adverse effect on the System, the Marks, the goodwill associated therewith or Our interest therein; You or any of Your Owners make disparaging remarks against Us, Our management, Personnel, the System, or Our brand to Our other franchisees or in a public forum, Including radio, television, newspapers, the Internet, or Social Media that is not publicly recalled within five days of written notice;

3) You repeatedly breach (three or more times) the same provision of this Agreement within a 12-month period;

4) You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization, or a bill in equity or other proceeding for the appointment of a receiver of: (1) You; (2) Your Franchise Business: or (3) another custodian for Your Franchise Business or Operating Assets, is filed or consented by You, or if a receiver or other custodian (permanent or temporary) of Your Operating Assets or property, or any part

of them, is appointed by any court of competent jurisdiction, or the real or personal property of Your Franchise Business is sold after levy by any sheriff, marshal, or constable, or a suit is filed to foreclosure a lien or mortgage against any of Your Operating Assets and it is not dismissed within 30 days;

5) You make any material misrepresentations relating to the acquisition of the Development Business; or

6) You voluntarily or otherwise abandon the development of Franchise Units in the Development Area hereunder exhibited by not responding to our calls, emails, letters, or other attempts to reach You for a period of 30 or more days, or Your actions to Us, to other franchisees or area developers, or to the public reasonably indicate that You do not plan to continue development operations.

9.1.2 15-Day Cure Period. You fail to make a payment to Us or an affiliate of Ours and fail to cure within five days of receiving written notice of default.

9.1.3 30-Day Cure Period. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement and fail to cure within 30 days of receiving written notice of default from Us.

9.1.4 45–Day Cure Period. You fail to meet Your development obligations set forth in the Development Schedule and fail to cure within 45 days of receiving written notice of default from Us.

9.2 Cross Default. If any Franchise Agreement for one of Your Franchise Businesses is terminated for cause, We will have the right to terminate this Agreement upon written notice to You.

Article 10 - Obligations Upon Termination or Expiration

10.1 Our Rights Upon Termination. Upon Termination of this Agreement, for any reason, Your rights under this Agreement are terminated, and We will be free to own, operate or franchise inLIFE Wellness® businesses anywhere in the Development Area other than as prohibited by any existing signed Franchise Agreement. The foregoing is in addition to any other right or remedy We may have at law or in equity.

10.2 Already Developed or Developing Units. After Termination of this Agreement, You may continue to own and operate Your individual Franchise Units in the Development Area that You have Developed or that are in development with a signed lease prior to Termination, so long as You are not in default and continue to faithfully perform the terms and conditions of such Franchise Agreement(s).

10.3 Undeveloped Units. Upon Termination of this Agreement, You will no longer have the right to develop any Undeveloped Units and You will cease to have any exclusivity rights with regard to the ongoing development of Franchises in the Development Area and will lose any contractual right You may have to develop or purchase additional Franchise Units within the Development Area.

10.4 Forfeit of Amounts Paid. Upon Termination of this Agreement, You will forfeit all Development Fees, initial fees, Unit deposits, payments, or any other deposits or installments made or paid to Us or an affiliate.

Article 11 – Transfer

Article XIV of the Franchise Agreement signed contemporarily with this Agreement applies to and is hereby fully incorporated into this Agreement as if fully set forth herein unless otherwise set forth in this

Agreement or unless clearly required by the context. Terms such as "Franchise Business" and other terms specific to the Franchise Agreement are adjusted to apply to this Agreement. However, the transfer fee to Transfer this Agreement is $3,000 per undeveloped franchise, plus the transfer fee for each active franchise agreement transferred, if any, as set forth in the applicable franchise agreement.

Article 12 – Integration of the Various Articles of the Franchise Agreement

Article XV through Article XXI of the Franchise Agreement signed contemporarily with this Agreement applies to and is hereby fully incorporated into this Agreement as if fully set forth herein unless otherwise set forth in this Agreement or unless clearly required by the context. Terms such as "Franchise Business" and other terms specific to the Franchise Agreement are adjusted to apply to this Agreement. Additionally, the non-competition geographic restrictions are adjusted for this Agreement to be Your Development Area, any area within 30 miles of Your Development Area, and 10 miles from any other inLIFE Wellness® outlet in operation or development. However, You will still be able to operate an inLIFE Wellness® outlet in the Development Area in those territories for which You are allowed to operate under an active Franchise Agreement. Nothing in this, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document that We furnished to You.

Article 13 - Notices

13.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission, during normal business hours, Monday through Friday, holidays excepted, when confirmed by telecopier or facsimile transmission; (iv) through the email address below or other authorized email address when confirmed by receipt verifications, which confirmation cannot be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested, three days after deposit in the mail addressed as follows:

Franchisor:	Area Developer:
INLIFE WELLNESS USA, LLC 6814 Snider Plaza Dallas, Texas 75205 Email: SCOTT@INLIFEWELLNESS.COM With a courtesy copy to (which will not act as notice or service to INLIFE WELLNESS USA, LLC): The Franchise & Business Law Group Attn: Kara K. Martin 222 South Main, Ste 500 Salt Lake City, Utah 84101 Email: KMARTIN@FBLGLAW.COM	______________________________ ______________________________ ______________________________ Email: ________________________

IN WITNESS WHEREOF, We and You have respectively signed and sealed this Agreement as of the day and year first above written.

FRANCHISOR:	AREA DEVELOPER:
INLIFE WELLNESS USA, LLC	______________________________
By: ______________________________ (Signature)	By: ______________________________ (Signature)
Name: Scott Capelin	Name: ______________________________
Title: ______________________________	Title: ______________________________

[Signature Page of the Area Development Agreement]

EXHIBIT “A”
TO THE AREA DEVELOPMENT AGREEMENT

DEVELOPMENT AREA

The Development Area will consist of the following area (map may be attached):

____
____
____

Our approval of the Development Area is not a guarantee or a warranty of the potential success of the Development Area.

____
Area Developer Initial and Date

____
Franchisor Initial and Date

SCHEDULE “A-1”

MAP OF THE DEVELOPMENT AREA

EXHIBIT "B"
TO THE AREA DEVELOPMENT AGREEMENT

FRANCHISE UNIT
DEVELOPMENT SCHEDULE AND FEES

1. Development Schedule

Total Number of Units to be Developed: _______

Unit #	Deadline to Open (year or month and year)

2. Development Fees

Summary	Number or Amount
Total Units to be Developed	_______
(a) Development Fee for the first Unit	$30,000
(b) Development Fee per Unit (after the first unit)	$15,000
Total Development Fee[1] (Multiply the Development Fee in (b) by the number of Units to be developed plus the amount in (a).).	$______
Balance of Initial Franchise Fee Owing **per Unit** to be Developed[2]	$15,000

[1] Due upon signing this Agreement.

[2] Due upon signing the Franchise Agreement for each Unit as developed, Including the first Unit and is not refundable.

____
Area Developer Initial and Date

____
Franchisor Initial and Date

EXHIBIT "C"
TO THE AREA DEVELOPMENT AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

□ Partnership □ Corporation
□ Sole Proprietorship □ Limited Liability Company

Name of your entity: ____
The state in which your entity was formed: ____
Date of formation: __________________________
EIN: _______________________________________

The name and address of each shareholder, partner, or member holding an ownership interest in the corporation, partnership, or limited liability company (please print or type names and add extra lines if necessary):

Name	Address	Percentage of Ownership*

*Corporation: Percentage owned of outstanding voting stock.
*Partnership: Percentage owned in voting and in capital and profits.
*Limited Liability Company: Percentage owned in membership interest.

The names of the officers of the company (please print or type names and add extra lines if necessary):

Name	Title

The address where Your company records are maintained is: _____________________________
____.

The name and address of the person acting as principal contact who has been approved by Us and who will be directly responsible for supervising Your Development Business operations and who has authority to work with Us and make decisions relating to the operations of the Development Business:

Name: ____
Address: ____
Email: ____
Phone: ____

You shall provide Us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws within one week of the date below.

Dated: ________________________________.

AREA DEVELOPER:

____

By: ___________________________________
(Signature)

Name: _________________________________

Title: __________________________________

EXHIBIT "D"
TO THE AREA DEVELOPMENT AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of _________________ by and between **INLIFE WELLNESS USA, LLC** ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") owners of ________________________________ (the "Business Entity").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Area Development Agreement dated _________________ (the "Development Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantee to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Development Agreement; and (b) shall be personally bound by, and personally liable for the breach of, any provision in the Development Agreement, Including confidentiality and the non-competition provisions. Each Guarantor acknowledges and agrees no subsequent amendment, modification, and/or extension of the Franchise Agreement by and between Franchisor and the franchisee thereunder will affect the enforcement or validity of this Guaranty. Each Guarantor agrees that upon the death of a Guarantor, the estate of such Guarantor will be bound by the obligations of this Guaranty.

2. Waivers. Each Guarantor waives: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. Consents and Agreements. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Development Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, Including, the acceptance of any partial payment or performance of the compromise or release of any claims (Including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Development Agreement and, where required by the Development Agreement, after its termination or expiration.

4. Enforcement Costs. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) must reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorney's assistants, arbitrators, and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. **Disputes**. Guarantor(s) acknowledge and represent that Guarantor(s) have had an opportunity to review the Development Agreement and agree that the provisions related to disputes and arbitration of the Development Agreement have been reviewed by Guarantor(s) and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and Us. Each Guarantor(s) irrevocably submits to the exclusive jurisdiction and venue of said arbitration and listed courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) is domiciled.

6. **Counterparts**. This Guaranty may be signed in counterparts Including by electronic signatures and other electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original, and when said counterparts have been exchanged between the parties, they will be of full force and effect.

IN WITNESS WHEREOF, the Guarantor(s) have respectively signed and sealed this Guaranty effective as of the day and year first written above.

Guarantor(s)	**Address for Notice**
	________________________________
By: ________________________________	________________________________
	Email: ____________________________
Name: ______________________________	
	________________________________
By: ________________________________	________________________________
	Email: ____________________________
Name: ______________________________	
	________________________________
By: ________________________________	________________________________
	Email: ____________________________
Name: ______________________________	

EXHIBIT "E"
TO THE AREA DEVELOPMENT AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION AGREEMENT FOR PRINCIPALS (the "Agreement") is entered into and made effective as of the date written on the signature page, by INLIFE WELLNESS USA, LLC ("Franchisor" or the "Company") and the undersigned (individually and collectively, the ("Principals").

WHEREAS, Principals or his or her or their company entered into an agreement with Franchisor to be able to obtain the rights to open and operate multiple inLIFE Wellness® Franchise Businesses using the System developed by Franchisor, Including certain confidential and proprietary information of Franchisor ("Area Development Agreement"); and

WHEREAS, Principals recognize the value of the System and the intangible property rights licensed under the Area Development Agreement, and the importance of maintaining the Confidential Information, and recognize that the Franchisor's entering into the Area Development Agreement is conditioned upon each Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Area Development Agreement and Franchise Agreement, as applicable.

NOW THEREFORE, in consideration of Franchisor entering into the Area Development Agreement with Principals or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Principals individually acknowledge that he or she has obtained or may obtain knowledge of confidential matters related to the System and made available to Principals that are necessary and essential to the operation of Franchise Businesses, without which information the Franchise Businesses could not efficiently, effectively, and profitably operate. Principals further acknowledge that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. Except as may be required or allowed under the Area Development Agreement, Principals and any of a Principal's Immediate Family, shall not during the term of the Area Development Agreement or any time thereafter, in perpetuity, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use, any information relating to the Franchise Businesses or interest of Franchisor, Confidential Information, the System, or other information or materials that he or she knows, or reasonably should know, is regarded as confidential to Franchisor. Principals shall also adopt and implement all reasonable procedures prescribed by Franchisor, from time to time, to prevent unauthorized use and/or disclosure of the Confidential Information, Including restrictions on disclosure to Personnel and other third parties.

2.1 Duty to Notify. Principals agree to notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Agreement and further agree to require all Personnel to report to it any reasonably suspected attempts to violate this Agreement. In the event it is discovered that Principals knew or had reason to know of any suspected attempts to violate this Agreement, Principals agree to indemnify Franchisor for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

2.2 No Reverse Engineering. Principals shall not, either personally, in concert with others, or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile, or deconstruct any portion of the Confidential Information, and shall not allow, encourage, or permit any partner, owner, director, member, manager, agent, Personnel or other person to do so.

2.3 Limited Use. Principals must limit their use of the Confidential Information, Including, their recollection of any part of the Confidential Information, to the performance of their duties as described in the Area Development Agreement, the Franchise Agreement, the Manuals, and any policies and procedures implemented by Franchisor and shall not use the Confidential Information for personal use or gain.

3. Non-Competition; Non-Solicitation. The following covenants will be enforced during and after the term of the Area Development Agreement.

3.1 In-Term Covenant. During the term of the Area Development Agreement and for any extensions thereof, except as permitted under the Area Development Agreement and applicable Franchise Agreements, Principals and each Principal's Immediate Family, shall not directly or indirectly be a Participant, or assist, or serve in any capacity whatsoever or have an interest in a Competing Business in any capacity or location, except with Franchisor's prior written consent. Principals understand and acknowledge that to violate this Section will create irreparable harm.

3.2 Post-Term Covenant. Unless Principal remains a part of a company with an active Franchise Agreement (in which case the in-term covenants will govern), then upon the Termination of the Area Development Agreement, or a Principal's disassociation from the Development Business and for a continuous, uninterrupted period of three years thereafter, except as permitted by the applicable Franchise Agreements, Principals, and Principals' Immediate Family members, shall not directly or indirectly, be a Participant, or assist, or serve in any capacity whatsoever or have an interest in a Competing Business within the Development Area or within 30 miles of the Development Area or within 10 miles of any other inLIFE Wellness® outlet in operation at the time of Termination or Transfer. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision.

3.3. Non-Solicitation of Customers. Subject to applicable state law, Principals and Principals' Immediate Family shall not, during the term of the Area Development Agreement and for three years thereafter, directly, or indirectly, contact any former or then-current customer of the Franchise Business or Franchisor or an affiliate of Franchisor (with whom the Principal had contact during the term of the Franchise Agreement), or prospective customer for the purpose of soliciting such customer to a Competing Business. All Customer Data belongs to Franchisor. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

4. Violation of Non-Competition, Non-Solicitation Provisions; Tolling of Covenants. In addition to other remedies available to Franchisor, in the event a Principal violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of that Principal's violation. Principal shall also pay Franchisor liquidated damages of $4,000 per month for each Competing Business for violation of Sec. 3.1 or 3.2. These liquidated damages do not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. This Section does not preclude and is not inconsistent with a court granting Franchisor

specific performance or any other equitable remedies, such as an injunction, to prevent future breaches.

5. Return of Materials. Unless Principal remains a part of a company with an active Franchise Agreement, upon the Termination of the Area Development Agreement, or a Principal's disassociation from the franchise entity, each Principal agrees to deliver to Franchisor (and will not keep a copy in his or her possession or deliver to anyone else) the inLIFE Wellness® Manuals and any and all Confidential Information.

6. Non-Disparagement. Principals shall not, during and after the term of this Agreement, make any negative, disparaging, false or misleading statements, published or made orally, in any form or medium about Franchisor, Franchisor's officers, owners, partners, directors, members, managers, representatives, agents or Personnel, the brand, the System, Franchisor's products and services, or other area developers or franchisees.

7. Irreparable Harm. Principals hereby acknowledge and agree that any breach by him or her of any portion of Sections 1 through 6 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 6 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach. Additionally, Principals agree that the existence of any claims a Principal may have against Franchisor, whether arising from this Agreement or the Area Development Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

8. Reasonableness and Enforceability. Principals agree that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principals and/or his or her or their company have and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will Include the feminine and neuter and the singular will Include the plural and conversely. Principals understand that a separate action may be brought or prosecuted against a Principal whether or not the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action. Principals acknowledge and agree that the restrictions related to Immediate Family is necessary because a Principal's disclosing the Confidential Information or Intellectual Property to Immediate Family or assisting Immediate Family in a Competing Business could potentially circumvent the purpose of this Agreement and that it would be difficult for Us to prove whether a Principal disclosed Our Confidential Information or Intellectual Property to Immediate Family or assisted Immediate Family in a Competing Business.

9. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the state of Texas without giving effect to its conflicts of law provisions. If for any reason court action is filed, Principals individually consent to the jurisdiction of the courts of record in the state of Texas, and unless the enforcement of this Agreement is brought in connection with a Dispute under the Area Development Agreement (in which case this matter may be handled through arbitration as set forth in the Area Development Agreement), each Principal agrees that proper jurisdiction and venue for all Dispute resolution will be exclusively in the state and federal courts of Dallas, Texas.

10. Attorney's Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

11. Binding Agreement. This Agreement will bind each parties' respective heirs, personal representatives, successors and assigns. No rights under this Agreement are assignable by any Principal without Franchisor's written approval, and any purported assignment will be null and void and of no force or effect.

12. Survival of Covenants. All covenants made in this Agreement by Principals will survive the Termination of this Agreement or the Area Development Agreement or Principal's disassociation with the Franchise Business or the System in any way.

13. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

14. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

15. Prior Disclosures. The parties intend that the information disclosed by Franchisor prior to the actual execution of this Agreement constitutes Confidential Information and is subject to all the terms and conditions of this Agreement as if such information had been disclosed following the execution of this Agreement.

16. Waiver. Each Principal understands and acknowledges that Franchisor can require the use of cameras at the business premises, and each Principal waives any expectation of privacy in non-private areas of the business premises, e.g., spaces that are not in a bathroom, etc.

PRINCIPALS INDIVIDUALLY ACKNOWLEDGE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date written below.

Dated effective as of ______________________.

FRANCHISOR: INLIFE WELLNESS USA, LLC	**PRINCIPALS:**
By: ___________________________________ (Signature)	By: ___________________________________
	Name: __________________________________
Name: Scott Capelin	
Title: __________________________________	By: ___________________________________
	Name: __________________________________

EXHIBIT "F"
TO THE AREA DEVELOPMENT AGREEMENT

STATE SPECIFIC ADDENDA

**ADDENDUM TO THE AREA DEVELOPER AGREEMENT
FOR THE STATE OF WISCONSIN**

The following shall apply to Area Developer Agreements in the State of Wisconsin:

a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Area Developer Agreements issued in the State of Wisconsin.

b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section 9 of the Area Developer Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "H"
TO THE FDD

DEPOSIT AGREEMENT

PROSPECTIVE FRANCHISEE DEPOSIT AGREEMENT

This DEPOSIT AGREEMENT ("Agreement") is made and entered into as of _______________, by and between **INLIFE WELLNESS USA, LLC** ("Franchisor," "We," "Us" or "Our") and ___________________________ ("You," "Your" or "Prospective Franchisee"). The parties are individually referred herein as a "Party" and collectively as "Parties."

RECITALS:

A. You have applied for and desire to acquire an option to purchase an inLIFE Wellness® franchise; and

B. You declare that You have fully reviewed the inLIFE Wellness® Franchise Disclosure Document and have had such FDD for at least 14 days and familiarized Yourself with the essential aspects of owning an inLIFE Wellness® franchise and desire to enter into this Agreement as a result of such independent investigation and not as a result of any separate representations by Us, or Our agents officers or employees, and You further expressly acknowledge that no separate representations, promises or warranties of any kind, express or implied, have been made by Us, Our agents, officers or employees, to induce You to execute this Agreement.

NOW THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

1. **Grant of Option**. We hereby grant to You an option ("Option") to acquire an inLIFE Wellness® franchise under the terms and conditions of the franchise agreement and in accordance with this Agreement within the area set forth on Exhibit "A" attached hereto and by reference made a part hereof ("Area"). The actual location of Your inLIFE Wellness® franchise must be approved by Us as set forth in the franchise agreement. The Option granted herein will expire at 5:00 P.M., Central Time, 60 days from the date hereof unless extended by mutual written consent of the Parties ("Option Period").

2. **Deposit**. Upon execution of this Agreement, You shall pay to Us a non-refundable deposit of $5,000. If You exercise Your Option, this sum will be credited against the initial franchise fee set forth in the franchise agreement. In consideration of the deposit fee, We will not sell another inLIFE Wellness® franchise in the Area during the Option Period, and the value of the deposit is to compensate us for an opportunity lost in the event you do not purchase a franchise in the Area.

3. **Exercise**. This Option is exercisable by You as follows: 1) Your written notice to Us of Your exercise of the Option; 2) Your execution of the franchise agreement; and 3) payment by You of the full initial franchise fee, all within the Option Period. **Time is of the essence for this Agreement**.

4. **Arbitration of Disputes**. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Dallas, Texas, and the laws of the state of Texas will govern without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration

proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

5. **Notices**. All notices permitted or required under this Agreement must be in writing and must be delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally, (ii) by overnight courier upon written verification of receipt, (iii) by telecopy, email or facsimile transmission when confirmed by telecopier, email or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, five days after deposit in the mail addressed as follows:

Franchisor:	Prospective Franchisee:
INLIFE WELLNESS USA, LLC 6814 Snider Plaza Dallas, Texas 75205 Email: SCOTT@INLIFEWELLNESS.COM	Name: ___________________________ Address: _________________________ __________________________________ Email: ___________________________

6. **Binding Effect**. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

7. **Amendment**. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

8. **Authority**. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

9. **Costs & Expenses**. Each Party will pay its own costs and expenses in connection with this Agreement.

10. **Entire Agreement**. This Agreement and exhibits contain the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements between the Parties are hereby terminated with no continuing duties or obligations on the part of the other Party.

11. **Interpretation of Agreement**. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers. The paragraph headings and title of this Agreement are not part of this Agreement, having been inserted for convenience of reference only, and will have no effect upon the construction or interpretation of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Franchisor and Prospective Franchisee have respectively signed this Agreement as of the day and year first above written.

FRANCHISOR:	**PROSPECTIVE FRANCHISEE:**
INLIFE WELLNESS USA, LLC	______________________________
By: ___________________________ (Signature)	By: ___________________________ (Signature)
Name: Scott Capelin	Name: _________________________
Title: __________________________	Title: __________________________

EXHIBIT "A"

Prospective Franchise Deposit Agreement

AREA

Subject to Our approval of the site as set forth in the franchise agreement, the Area for which You have reserved the right to purchase an inLIFE Wellness® franchise during the Option Period is:
____
____
____.

____
Prospective Franchisee Initial &Date

____
Franchisor Initial & Date

EXHIBIT "I"
TO THE FDD

RELEASE AGREEMENT (FORM)

RELEASE AGREEMENT
(Form)

This RELEASE AGREEMENT ("Agreement") is made and entered into as of ______________________ by and between **INLIFE WELLNESS USA, LLC** ("Franchisor") and _____________**, LLC/INC.,** _____________**, AND** _____________ (jointly and severally "Franchisee"). The above will collectively at times be referred to as "Parties" and individually as "Party." Capitalized terms used herein will have the meanings set forth in the Franchise Agreement, unless defined otherwise herein.

RECITALS

WHEREAS, Franchisee entered into a/n inLIFE Wellness® franchise agreement on ________________________ with Franchisor ("Franchise Agreement"); and

WHEREAS, the Franchise Agreement was personally guaranteed by ___________ and _______________ ("Personal Guarantor(s)"); and

WHEREAS, the Franchise Agreement has been terminated effective as of ____________________.

NOW THEREFORE, in consideration of the recitals, premises and other provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisor, Franchisee and Personal Guarantor(s) hereby agree as follows:

1. Franchisee and Personal Guarantor(s) hereby, fully and irrevocably, release, acquit and forever discharge Franchisor and its successors, affiliates, directors, officers, members, managers, employees, shareholders, representatives and agents and each of them, individually and collectively, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form which Franchisee and Personal Guarantor(s) have or claim to have, or at any time heretofore, had or claimed to have had, or which may hereafter accrue or arise, against Franchisor, its successors, affiliates, directors, officers, members, managers, shareholders, employees and agents, and each of them, by reason of, or in any way connected with the Franchise Agreement, the relationship described therein and any business transaction, agreement or occurrence, act or omission relating thereto prior to the date hereof. Franchisee and Personal Guarantor(s) further waive any and all state law provisions limiting the effect of a general release.

2. Franchisee and Personal Guarantor(s) hereby covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim against any person or entity released under Section 1 above with respect to any claim released under Section 1.

3. Franchisee and Personal Guarantor(s) represent that each of them fully understands the broad coverage of the release provisions of this Agreement, and that they execute the same with respect to all claims, causes of action and demands, as set forth above, they have or may have against the Franchisor,

fully intending that the provisions hereof be given the broadest interpretation permitted by law or the English language. Franchisee and Personal Guarantor(s) acknowledge and expressly agree that they will make no claim, and hereby waive any right they may now have, or may hereafter have, based upon any alleged oral or written alteration, amendment, or modification of this Agreement, fully waiving any right they may have to refer to extrinsic matters in the interpretation hereof, whether to establish fraud, duress, mistake, undue influence, or for any other purpose.

4. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement.

5. Franchisee and Personal Guarantor(s) are reminded of their ongoing obligations under the non-competition clauses of the Franchise Agreement and the Brand Protection Agreement for Principals signed with Franchisor.

6. Miscellaneous.

6.1 Cooperation. Franchisee and Personal Guarantor(s) will make, execute and deliver to Franchisor, promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of this Agreement.

6.2 Choice of Law and Jurisdiction. This Agreement will be construed in accordance with and all disputes hereunder will be governed by the laws of the state of Texas without giving effect to its conflicts of law provisions. Franchisee, Personal Guarantor(s), and Franchisor hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the state of Texas even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Dallas, Texas will be the exclusive venue for any litigation between us. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Dallas, Texas.

6.3 Arbitration. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to the provisions hereof, the relationship of the Parties hereto, or the validity of this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Dallas, Texas, and the laws of the state of Texas will govern, without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association, unless otherwise waived by the Parties. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

6.4 Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

6.5 Amendment. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

6.6 Company Authority. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

6.7 Binding Agreement. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

6.8 Confidentiality. Franchisee and Personal Guarantor(s) agree to maintain this Agreement, the terms hereof, and any and all information obtained or provided by either Party in order to initiate a contractual relationship, in the strictest of confidence.

6.9 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed, emailed pdf or other electronically delivered signature page, each of which will be deemed an original, but all of which together will constitute one and the same document.

6.10 Entire Agreement. This Agreement contains the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements between the Parties regarding the subject matter hereof are hereby terminated with no continuing duties or obligations on the part of the other Party.

6.11 Paragraph Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope, interpretations or extent of such paragraph or in any way affect such paragraph or this Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers.

6.12 Enforceability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, not be effective to the extent of such prohibition, but such prohibition will not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.

7. This Agreement will be effective when all the parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it as provided in the signature block below.

8. The Franchisee and Personal Guarantor(s) acknowledge that they have carefully read the foregoing Agreement and know and understand the contents of this Agreement, have been represented by counsel, or had the opportunity to be represented by counsel, and sign this Agreement as their own free act, fully intending to be legally bound thereby.

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be executed as of the date provided below written with the full authority of the company principal they represent.

FRANCHISOR:	FRANCHISEE:
INLIFE WELLNESS USA, LLC	______________________________
By: ______________________________ (Signature)	By: ______________________________ (Signature)
Name: Scott Capelin	Name: ____________________________
Title: ______________________________	Title: ______________________________
Date: _____________________________	Date: _____________________________

PERSONAL GUARANTOR(S):

By: _________________________________	By: ________________________________
Name: ______________________________	Name: ______________________________
Date: _______________________________	Date: _______________________________
By: ________________________________	By: ________________________________
Name: ______________________________	Name: ______________________________
Date: _______________________________	Date: _______________________________

EXHIBIT "J"
TO THE FDD

SIGNING CHECKLIST

inLIFE WELLNESS

Franchise Documents Signing Checklist

The following is a guide for the franchisor and franchisee to make sure all the applicable pages of the necessary documents are completed and signed and to assist the parties in completing certain pre-opening obligations.

1. When you receive the FDD.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
FDD Receipt Pages	(last 2 pages of the entire FDD packet)	There are two receipt pages at the very end of the FDD. You must sign and date both copies. You will keep the copy labeled "Franchisee Copy" and return the other copy ("Franchisor Copy") to the franchisor ("INLIFE WELLNESS USA, LLC").	_____

2. If you sign a Deposit Agreement to reserve a territory but are not ready to sign the franchise agreement.

If you (franchisee) are not ready to sign the franchise agreement but want to reserve a territory while you perform your due diligence, you must sign the Deposit Agreement and pay the $5,000 non-refundable deposit.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Deposit Agreement	Exhibit H to the FDD	**1.** Fill in the date and the franchisee's name in the first paragraph. **2.** Fill in the franchisee's contact information on page 2, para. 5. **3.** Franchisor and franchisee will sign and date page 3 **4.** Pay the $5,000 non-refundable deposit	_____

3. When you sign the Franchise Agreement and its Exhibits.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Franchise Agreement	(page 1)	Fill in the franchisee name	_____
Franchise Agreement	(page 3)	In first paragraph fill in date and franchisee name	_____
Franchise Agreement	(page 39)	Fill in the franchisee name, address, and email	_____
Franchise Agreement	(page 47)	**1**. If the franchisee is an entity, (1) fill in the entity name on the line under "Franchisee", and have the president, manager, etc. sign on behalf of the entity.	_____

		2. If there is no entity, the franchisee will sign on the lower lines and print his or her name on the line before "personally."	
Territory	Exhibit A-1 (page 48)	#1 -fill in the area that is the territory granted and where they will search for a physical location. #3 -if the territory extends beyond 3 miles, fill in that greater amount, otherwise put in 3 miles. Both the franchisee and franchisor will initial and date. **Please note: once the premises are approved, you will need to fill in section #2 with the address.**	_____
Territory Map	Exhibit A-1	If you choose to include a map, attach it after page 48. Both the franchisee and franchisor will initial and date the map page.	_____
Company Reps. and Warranties	Exhibit A-2 (page 49-50)	The franchisee must fill in the appropriate fields, date, and sign.	_____
Brand Protection Agreement for Principals	Exhibit A-4 (page 54-57)	The operating principal will fill in the date on page 57. *Each owner* in the franchisee must sign this agreement on page 57. Franchisor will sign on page 57.	_____
Personnel Acknowledgement Agreement	Exhibit A-5 (page 58-59)	To be filled out and signed later and must be signed by each one of franchisee's personnel (employees and independent contractors).	_____
Landlord Consent to Transfer	Exhibit A-6 (page 60)	Landlord and Franchisee fill in each required section, signs, and dates. This is delivered to the franchisor within 15 days of execution.	
Lease Rider	Schedule A-6.1 (page 61-62)	Landlord and Franchisee fill in each required section, signs, and dates. This is delivered to the franchisor within 15 days of execution.	_____
ACH Agreement	Exhibit A-7 (page 63)	This must be filled out with all the appropriate bank information and signed by the operating principal of franchisee.	_____
Guaranty of Assumption of Obligations	Exhibit A-8 (page 64-65)	**1.** Franchisee dates and inserts name of the franchisee entity on page 64. **2.** Franchisor fills in the date of the franchise agreement. **3.** On page 65, all owners *with 30% or more ownership interest* must sign, write in their name, provide a mailing address and a non-franchise specific email (i.e. a personal email).	_____
Digital and Social Media Authorization for Assignment	Exhibit A-9 (page 66-67)	One party dates the agreement on page 67. Franchisee and franchisor must sign, fill in their name and title on page 67.	_____
Franchisee Report	Exhibit A-10 (page 68)	Franchisee must fill out relevant information, sign, and date.	

4. Only necessary if you enter into and sign the Area Development Agreement

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Area Development Agreement	(page 1)	In first paragraph fill in date and Developer's entity name	_____
Area Development Agreement	(page 7)	Fill in the franchisee name, mailing address, and personal email	_____
Area Development Agreement	(page 8)	**1**. If the developer is an entity, (1) fill in the entity name on the line under Area Developer, and have the president, manager, etc. sign on behalf of the entity. **2**. If there is no entity, the developer will sign and print his or her name on the line and write "personally" next to their name	_____
Development Area	Exhibit A (page 9)	The development area can be designated by counties, cities, zip codes, etc. Both the developer and the franchisor will initial and date	_____
Development Area	Schedule A-1 (page 10)	If you choose to include a map, attach it here. Both the developer and the franchisor will initial and date	_____
Development Schedule	Exhibit B (page 11)	**1.** List the total number of units to be developed. **2.** Fill out chart to include the unit number and corresponding deadline to open **3.** In the second table fill in the total number of units to be developed and then add the total and include the total per the instructions in the second table. **4.** Both the developer and the franchisor will initial and date.	_____
Company Reps. and Warranties	Exhibit C (page 12-13)	The area developer must fill in the appropriate fields on both pages and date and sign on page 13.	_____
Guaranty of Assumption of Obligations	Exhibit D (page 14-15)	**1.** Developer dates and inserts name of the franchisee entity on page 14. **2.** Franchisor fills in the date of the area development agreement. **3.** On page 15, all owners *with 30% or more ownership interest* must sign, write in their name, provide a mailing address and a non-franchise specific email (i.e. a personal email).	_____
Brand Protection Agreement for Principals	Exhibit E (page 16-19)	*Each owner* in the franchisee along with the franchisor must sign this agreement on page 19.	_____

5. Exhibits to the FDD.

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Form Release Agreement	Exhibit – I	***This does not get signed*** at the time of signing the franchise agreement. This agreement or a form thereof will only be signed upon the termination, non-renewal or transfer of the franchise.	_____

6. Items to complete after you sign the franchise agreement.

DOCUMENT	INSTRUCTIONS	CHECK WHEN COMPLETED
Proof of insurance	The franchisee must get and maintain insurance and provide proof of insurance that lists the franchisor as an additional insured. The franchisee must provide this **annually**.	_____
Franchisee's d.b.a.	In the state where your franchise is located, you need to file for a dba or "doing business as" under the name "inLIFE Wellness® ____________." The blank line will be the city or neighborhood where your franchise is located or as assigned by the franchisor. For example, if your franchise is located in Irvine, California, your filed dba could be "inLIFE Wellness® – Irvine." The franchisor must approve your dba before you file it. You must send a copy of the dba filing to the franchisor after it is filed. Please note that a dba is different from your company name if you have a company that is the franchisee. Please note that also you cannot use the name "inLIFE Wellness®" as part of your company name.	_____
Franchisee's certificate of occupancy	Franchisee must provide a certificate of occupancy before you schedule on-site opening assistance/training	_____
Franchisee's entity documents	Articles of incorporation/organization along with bylaws or operating agreement sent to franchisor.	_____
Copy of lease agreement	The franchisee must provide a copy of the lease agreement to the franchisor within 15 days of execution.	_____

State Effective Dates

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

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

State	Effective Date
Wisconsin	Pending

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

RECEIPT
(Franchisee's Copy)

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 INLIFE WELLNESS USA, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If INLIFE WELLNESS USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit "E." INLIFE WELLNESS USA, LLC authorizes the respective state agencies identified on Exhibit "D" to receive service of process for it in the particular state.

The issuance date of this disclosure document is January 31, 2026, as amended February 5, 2026.

INLIFE WELLNESS USA, LLC is located at 6814 Snider Plaza, Dallas, Texas 75205. Its telephone number is (469) 403-0210. The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Scott Capelin	6814 Snider Plaza, Dallas, Texas 75205	(469) 403-0210

If your franchise seller's name and contact information is not listed above, please list the name, address, and phone number of the franchise seller below:

____

I received a disclosure document dated January 31, 2026, as amended February 5, 2026, that included the following Exhibits:

A.	Franchise Agreement and Its Exhibits	G.	Area Development Agreement
B.	Financial Statements		
C.	Schedule of Franchisees	H.	Deposit Agreement
D.	List of Agents for Service of Process		
E.	List of State Agencies Responsible for Franchise Disclosure and Registration Laws	I.	Release Agreement (Form)
F.	Table of Contents for Operations Manual	J.	Signing Checklist

Date: ___________________________________ By: ___________________________________
(Do not leave blank) (Signature)

Title: ___________________________________ Name: ___________________________________
(Print name)

Please keep this copy for your records.

RECEIPT
(Franchisor's Copy)

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 INLIFE WELLNESS USA, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If INLIFE WELLNESS USA, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit "E." INLIFE WELLNESS USA, LLC authorizes the respective state agencies identified on Exhibit "D" to receive service of process for it in the particular state.

The issuance date of this disclosure document is January 31, 2026, as amended February 5, 2026.

INLIFE WELLNESS USA, LLC is located at 6814 Snider Plaza, Dallas, Texas 75205. Its telephone number is (469) 403-0210. The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Scott Capelin	6814 Snider Plaza, Dallas, Texas 75205	(469) 403-0210

If your franchise seller's name and contact information is not listed above, please list the name, address, and phone number of the franchise seller below:

____

I received a disclosure document dated January 31, 2026, as amended February 5, 2026, that included the following Exhibits:

A.	Franchise Agreement and Its Exhibits	G.	Area Development Agreement
B.	Financial Statements		
C.	Schedule of Franchisees	H.	Deposit Agreement
D.	List of Agents for Service of Process		
E.	List of State Agencies Responsible for Franchise Disclosure and Registration Laws	I.	Release Agreement (Form)
F.	Table of Contents for Operations Manual	J.	Signing Checklist

Date: ________________________________ By: ________________________________
(Do not leave blank) (Signature)

Title: ________________________________ Name: ________________________________
(Print name)

If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt by mailing it to INLIFE WELLNESS USA, LLC at 6814 Snider Plaza, Dallas, Texas 75205, or by emailing a copy of the signed and dated receipt to scott@inlifewellness.com.