FRANCHISE DISCLOSURE DOCUMENT

Inta Juice Franchising LLC
~~A~~a Colorado limited liability company
2108 35th Avenue, #B
Greeley, Colorado 80634
Phone: 970-699-5110
~~Fax: 970-613-1267~~
E-mail: info@intajuicefranchise.com
www.intajuice.com

Inta Juice businesses offer premium fruit smoothies, breakfast bowls, fresh squeezed fruit and veggie juices, wheat grass juice, supplements and other related healthy snacks ("Inta Juice Business(es)").

The ~~estimated~~ total investment necessary to begin ~~operations for~~operation of an Inta Juice ~~Business~~franchise ranges from $163,100 to $373,500~~. This includes between $25,000 and~~, including $30,000 ~~that~~which must be paid to the franchisor or ~~affiliate~~its affiliates. Inta Juice area developers acquire the right to develop multiple Inta Juice Businesses in a designated development area. The total investment necessary to begin operation of an Inta Juice area developer business will depend on the number of Inta Juice Businesses to be opened.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Shannon Peter at 2108 35th Ave. #B, Greeley, CO 80634, 970-699-5110 or info@intajuicefranchise.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. ~~Information comparing franchisors is available. Call your state agency or your public library for sources of information.~~ 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 ~~FTC.~~Federal Trade Commission. You can contact the FTC at 1-877-~~FTCHELP~~FTC-HELP, or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. ~~In addition, there may be laws on franchising in~~Call your state~~. Ask~~ agency or visit your ~~state agencies about them.~~ public library for other sources of information on franchising.

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

Issuance Date: ~~October 27, 2017~~April 16, 2018

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit E for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN COLORADO. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN COLORADO THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT STATE THAT COLORADO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

~~3~~3. THIS NEW FRANCHISOR HAS BEEN IN BUSINESS FOR SUCH A SHORT PERIOD OF TIME AND HAS $3,984 IN ASSETS AND A WORKING CAPITAL OF $2,368 THAT ITS FRANCHISES ARE A HIGHER RISK INVESTMENT THAN FRANCHISORS WITH A LONGER-TERM OPERATING HISTORY AND HIGHER CAPITALIZATION.

4. YOUR SPOUSE MUST SIGN A DOCUMENT, SUCH AS A GUARANTEE, THAT MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT EVEN IF YOUR SPOUSE DOES NOT OWN ANY PART OF THE FRANCHISE BUSINESS. BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, INCLUDING YOUR HOUSE, COULD BE LOST IF YOUR FRANCHISE FAILS.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source is our agent and represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

Effective Dates: See next page for state effective dates

STATE EFFECTIVE DATES

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

This disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

Effective Dates for States Requiring Registration and Notice Filings:

STATE	EFFECTIVE DATE
CALIFORNIA	~~NOT REGISTERED~~PENDING
HAWAII	NOT REGISTERED
ILLINOIS	NOT REGISTERED
INDIANA	NOT REGISTERED
MARYLAND	NOT REGISTERED
MICHIGAN	NOT REGISTERED
MINNESOTA	PENDING
NEW YORK	NOT REGISTERED
NORTH DAKOTA	NOT REGISTERED
RHODE ISLAND	NOT REGISTERED
SOUTH DAKOTA	NOT REGISTERED
VIRGINIA	NOT REGISTERED
WASHINGTON	NOT REGISTERED
WISCONSIN	NOT REGISTERED

NOTICE REQUIRED BY
STATE OF MICHIGAN

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

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

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

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

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

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

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

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

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

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

TABLE OF CONTENTS

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES REGARDING THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT OR STATE SPECIFIC AMENDMENTS TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES OR STATE SPECIFIC AMENDMENTS, IF ANY, APPEAR IN THE STATE ADDENDA AT EXHIBIT H.

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

To simplify the language in this Franchise Disclosure Document, "IJF", "we," "us," and "our" means Inta Juice Franchising LLC, the franchisor. "You," "your," and "Franchisee" means the person, and its owners if the Franchisee is a business entity, who buys the franchise from IJF.

The Franchisor

IJF is a Colorado limited liability company formed on August 9, 2017~~.~~ and is owned by SNJ Juice, Inc. ("SNJJ"), The Smoothie Life Corporation ("TSLC"), and IJ Mountain View LLC ("IJMV"). We operate under our corporate name and Inta Juice and no other name. Our principal business address is 2108 35th Avenue, #B, Greeley, CO 80634. We offer franchises ("Inta Juice Franchises" or "Franchises") for Inta Juice Businesses, and have done so since October 2017. We have not, and do not, operate any franchises like those described in this Franchise Disclosure Document, or in any other line of business. We do not conduct any other business other than franchising Inta Juice Businesses. We have no predecessor or parent entities.

Our agent for service of process in Colorado is Shannon Peter at 2108 35th Ave. #B, Greeley, CO 80634, 970-699-5110 or info@intajuicefranchise.com. Our agents for service of process for other states are identified by state in Exhibit E. If a state is not listed, we have 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 above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Affiliates

Our affiliate, IJ Acquisitions, LLC ("IJ Acquisitions") owns the intellectual property related to Inta Juice system and licenses it to us. It is a Colorado LLC, wholly owned by Zumo LLC~~, SNJ Juice, Inc. and The Smoothie Life Corporation.~~ ("Zumo"), SNJJ and TSLC. IJ Acquisitions shares our principal business address and has never offered franchises in this or any other line of business.

The Franchise

Inta Juice franchisees operate businesses providing fruit smoothies, fresh vegetable blends, wheat grass, and other healthy snacks. Inta Juice Businesses operate under our system ("System") using Inta Juice trademarks, service marks, trade names, and logos ("Marks") from an approved retail location ("Premises").

You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit A ("Franchise Agreement"). You may operate one~~ (1)~~ Inta Juice Business for each Franchise Agreement you sign.

We also offer to select qualified persons ("Area Developers") the opportunity to sign our area development agreement ("Area Development Agreement") and acquire the right to develop multiple Inta Juice Businesses in a designated development area ("Development Territory") in accordance with a specified development schedule ("Development Schedule"). The Development Territory will be established based on the consumer demographics of the Development Territory, geographical area, city, county and other boundaries. If you enter into an Area Development Agreement, you must sign a Franchise Agreement for your first Inta Juice Business ("Initial Franchise Agreement") at the same time that you sign the Area Development Agreement. You will be required to sign our then-current form of Inta Juice franchise agreement for each Inta Juice Business that you develop under the Area Development Agreement, except that any additional franchise agreements signed pursuant to the Development Schedule will have the same royalty rate as the Initial Franchise Agreement. Unless otherwise stated, any reference in this Franchise Disclosure Document to "you" or "franchisee" includes you both as an Area Developer under an Area Development Agreement and as a franchisee under a Franchise Agreement.

Market and Competition

The primary market for the goods and services offered by Inta Juice Businesses is the general public. Specifically, Inta Juice Businesses serve customers of all ages seeking a healthy lifestyle and healthy choices. The goods and services offered by Inta Juice Businesses are somewhat seasonal, with March through October typically being the busiest time of year. The restaurant market, as a whole, is well-developed and highly competitive, and includes retail units, mobile carts, vehicles for events and kiosks selling various types of food. You may have to compete with numerous other independent and chain-affiliated restaurants, some of which are franchised. Many restaurant franchise systems, in particular, have already established national and international brand recognition.

Industry-Specific Laws

Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Inta Juice Business, including those which: (a) establish general standards, specifications and requirements for the construction, design and maintenance of your Premises; (b) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements; employee practices concerning the storage, handling, and preparation of food; restrictions on smoking and exposure to tobacco smoke or other carcinogens or reproductive toxicants and saccharin; availability of and requirements for public accommodations, including restrooms; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; (e) govern the use of vending machines; (f) regulate the proper use, storage and disposal of waste, insecticides and other hazardous materials; (g) establish general requirements or restrictions on advertising containing false or misleading claims, or health and nutrient claims on menus or otherwise, such as "low calorie" or "fat free"; and (h) establish requirements concerning withholdings and employee reporting of taxes on tips. You must also obtain all necessary permits, licenses, and approvals to operate your Inta Juice Business.

Many local or state jurisdictions require food service permits for those preparing, handling and serving food to the public. You and your employees may be required to pass a test or other certification process to obtain these permits. There may also be local ordinances and regulations governing food storage, preparation and serving.

You alone are responsible for investigating, understanding, and complying with all applicable laws, regulations, and requirements applicable to you and your Inta Juice Franchise, despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your Inta Juice Business. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2
BUSINESS EXPERIENCE

President, Chief Operating Officer: Shannon Peter

Ms. Peter is our President in Greeley, Colorado, and has been since our inception in May 2017. Ms. Peter is also owner and President of The Smoothie Life Corporation, in Greeley, Colorado, and has been since October 2006 where she operates an Inta Juice retail store. Ms. Peter is also the Manager of our affiliate, IJ Acquisitions in Greeley, Colorado and has been since its inception in April 2009.

Treasurer, Chief Financial Officer: Rob Woodward

Mr. Woodward is our Treasurer & Chief Financial Officer in Loveland, Colorado, and has been since our inception in May 2017. Mr. Woodward also is co-owner and Operations Manager of Zumo LLC in Loveland, Colorado, and has been since January 2005 where he operates an Inta Juice retail store. Mr. Woodward is also co-owner and Operations Manager of IJ Mountain View LLC in Loveland, Colorado, and has been since its inception in September 2017~~.~~ where he operates an Inta Juice retail store. Mr. Woodward ~~is currently a 26-year~~has been a franchisee for Subway Sandwiches since 1990, and he currently owns and operates 28 Subway restaurants in Colorado, Wyoming and Nebraska. Mr. Woodward has also served as the Technology Liaison of RTB Dell Range LTD LLC since its inception in December 1995, which operates an Inta Juice retail store within a Subway Sandwiches store as a co-branded unit in Cheyenne, Wyoming.

Secretary, Director of Wholesale Development: Joanna Roberts

Ms. Roberts is our Secretary & Director of Wholesale Development in Longmont, Colorado, and has been since our inception in May 2017. Ms. Roberts is also owner and President of SNJ Juice, Inc., and has been since June 2004, where she operates an Inta Juice retail store.

ITEM 3
LITIGATION

IJ Acquisitions, LLC v. Berry Blendz Juice Company, LLC, et. al. Larimer County District Court, Colorado, Case No. 2014CV30607.

In June 2014, IJ Acquisitions, LLC ("IJ Acquisitions") brought suit against Berry Blendz Juice Company, LLC ("Berry Blendz"), Inta~~'~~` Juice Enterprises, Inc., Heath Pickett, Richard Pickett, Shawna Eckstine, Brian Eckstine, Love Blendz, Inc., Barbara Burnett, and Succo di Frutta, LLC (collectively, the "Defendants") claiming IJ Acquisitions ~~is the rightful owner of certain intellectual property as against Defendants who may claim an interest therein ("Ownership Litigation"). The intellectual property at issue was (1) Intajuice strawberry design VA0001330451, (2) Intajuice grunge circle cup design VA0001340163, (3) Intajuice 4-color cup design VA000692368, (4) Word Mark Inta Juice Reg. No. 3230908, (5) Word Mark Inta Juice Fruit Smoothies Reg. No. 3514066, (6) Word Mark Inta Juice Reg. No. 3296951, (7) Word Mark Inta Juice Fruit Smoothies Reg. No. 3296945, (8) Word Mark Inta Juice Reg. No. 326944, (9) Word Mark TaGo Ser. No. 78711300, (10) Word Mark IJ Ser. No. 78390859, (11) Word Mark Inta Juice Ser. No. 78390895, (12) Mark Drawing Ser. No. 78424612, (13) Word Mark Waddaya Inta? Ser. No. 78711298, and (14) all trademarks, trade secrets, trade dress, and goodwill owned by Inta' Juice Enterprises, Inc. as of August 2008 (collectively, the "Inta Juice IP").~~

was the rightful owner of certain intellectual property (collectively, the "Inta Juice IP") as against Defendants who claimed an interest therein ("Ownership Litigation"). .IJ Acquisitions alleged it was the rightful owner of the Inta Juice IP through a series of transactions ~~between it and Robert Weiner, Town Center Juice, LLC and Kanawha City Juice, LLC. IJ Acquisitions alleged that Robert Weiner, Town Center Juice, LLC and Kanawha City Juice, LLC were secured creditors of Inta' Juice Enterprises, Inc. who each had the right to sell the Inta Juice IP when Inta' Juice Enterprises, Inc. declared bankruptcy. In addition, IJ Acquisitions alleged it was the rightful owner of the Inta Juice IP~~and through enforcement of a certain memorandum of understanding executed by IJ Acquisitions and Berry Blendz following mediation ("Memorandum of Understanding").

~~Barbara Burnett and Succo di Frutta, LLC failed to respond to IJ Acquisition's allegations. As a result the~~The court entered default judgment ordering that IJ Acquisitions owns the Inta Juice IP as against Barbara Burnett and Succo di Frutta, LLC in November 2014.

In April 2015, IJ Acquisitions amended its complaint alleging Berry Blendz, Shawna Eckstine, Brian Eckstine, and Love Blendz, Inc. breached the Memorandum of Understanding by placing a Berry Blendz franchise in Loveland, Colorado. IJ Acquisitions further alleged that to the extent the Memorandum of Understanding did not obligate Berry Blendz, Heath Pickett and Inta~~'~~` Juice Enterprises, Inc. to transfer the Inta Juice IP and did not prohibit a Berry Blendz franchise from being located in Loveland, Colorado, the Memorandum of Understanding should be reformed to so obligate and prohibit. IJ Acquisitions further alleged that to the extent the Memorandum of Understanding does not so obligate and prohibit, and the same is not reformed, then Berry Blendz, Heath Pickett, and Inta~~'~~` Juice Enterprises, Inc. defrauded and/or made negligent misrepresentations to IJ Acquisitions regarding the Memorandum of Understanding.

Berry Blendz countersued for a declaration of the parties' rights and responsibilities pursuant to the Memorandum of Understanding and for breach of the same. Inta~~'~~` Juice Enterprises, Inc. countersued for a declaration that Inta~~'~~` Juice Enterprises, Inc. is the rightful owner of the Inta Juice IP and an injunction prohibiting IJ Acquisitions from using it.

A trial occurred in April 2016 and on July 5, 2016, the court found, concluded, and ordered that IJ Acquisitions is the rightful owner of the Inta Juice IP as against Berry Blendz, Heath Pickett, and ~~Inta' Juice Enterprises, Inc. through a series of transactions between IJ Acquisitions, and Robert Weiner, Town Center Juice, LLC and Kanawha City Juice, LLC. The court found, concluded and ordered~~Inta` Juice Enterprises, Inc.; that none of Richard Pickett, Shawna Eckstine and Brian Eckstine claim any interest in the Inta Juice IP~~. The court further found, concluded~~; and ~~ordered~~that the Memorandum of Understanding was void and did not qualify as negligent misrepresentation or fraud against IJ Acquisitions. The court therefore dismissed Berry Blendz and Inta~~'~~` Juice Enterprises, Inc.'s claims against IJ Acquisitions.

~~Heath Pickett, Berry Blendz and Inta' Juice Enterprises have appealed the court's July 5, 2016 order to the Colorado Court of Appeals. IJ Acquisitions, LLC has cross-appealed. The appeal is pending and issues regarding awards of attorneys' fees and costs are pending.~~

Heath Pickett, Berry Blendz, and Inta` Juice Enterprises, Inc. appealed the trial court's July 5, 2016 order to the Colorado Court of Appeals in Case No. 2016CA1529. IJ Acquisitions appealed the trial court's denial of its request for an award of attorneys' fees to the Colorado Court of Appeals in Case No. 2016CA2063. The Court of Appeals consolidated both appeals. On January 4, 2018, the Colorado Court of Appeals affirmed the trial court's ruling that IJ Acquisitions is the rightful owner of the Inta Juice IP as against Berry Blendz, Heath Pickett and Inta' Juice Enterprises, Inc., that none of Richard Pickett, Shawna Eckstine and Brian Eckstine claim any interest in the Inta Juice IP, and that the Memorandum of Understanding is void. The Court of Appeals also affirmed the trial court's award of IJ Acquisitions' costs and expenses incurred in the Ownership Litigation and affirmed the trial court's denial of IJ Acquisitions' attorneys' fees. Following the ruling, IJ Acquisitions, Berry Blendz, Health Pickett, and Inta` Juice Enterprises, Inc. entered into a settlement agreement dated February 26, 2018 ("Settlement Agreement") described at the end of this Item 3.

Berry Blendz Juice Company, LLC v. IJ Acquisitions, LLC. Larimer County District Court, Colorado, Case No. 2012CV397.

In March 2012 Berry Blendz filed suit against IJ Acquisitions alleging that IJ Acquisitions defamed and commercially disparaged Berry Blendz when IJ Acquisitions sent letters in March 2011 to Berry Blendz and its franchises demanding each cease and desist using the Inta Juice IP. Berry Blendz alleged that IJ

Acquisitions does not own the Inta Juice IP when the letters stated otherwise. IJ Acquisitions countersued Berry Blendz for infringing on the Inta Juice IP. IJ Acquisitions alleged Berry Blendz and its franchisees were using the Inta Juice IP without permission from IJ Acquisitions ("Infringement Litigation").

The court ordered mediation~~,~~ which occurred in February 2014~~,~~ where the parties entered into the Memorandum of Understanding. Subsequently, IJ Acquisitions brought the Ownership Litigation alleging, among other things described above, that Berry Blendz breached the Memorandum of Understanding. In November 2014 the court stayed resolution of th~~e~~is matter pending resolution of the Ownership Litigation.

On July 5, 2016, the court in the Ownership Litigation voided the Memorandum of Understanding resulting in no settlement in this ~~case. The case is pending.~~matter and that decision was affirmed on January 4, 2018, by the Colorado Court of Appeals.

Thereafter, IJ Acquisitions, Berry Blendz, Heath Pickett, and Inta` Juice Enterprises, Inc. entered into a settlement agreement dated February 26, 2018 ("Settlement Agreement") resolving the above-named cases, Case Nos. 2014CV30607, 2012CV397, 2016CA1529, and 2016CA2063. Pursuant to the Settlement Agreement, IJ Acquisitions, Berry Blendz, Heath Pickett, and Inta` Juice Enterprises, Inc., among other things, agreed as follows:

- Inta` Juice Enterprises, Inc., Heath Pickett, and Berry Blendz will pay $15,000.00 to IJ Acquisitions;
- Heath Pickett will transfer and assign the domain name, intajuice.com, to IJ Acquisitions;
- IJ Acquisitions owns the Inta Juice IP. Berry Blendz, Heath Pickett, and Inta` Juice Enterprises, Inc. disclaimed any right, title or interest in the Inta Juice IP;
- IJ Acquisitions released any and all claims against Berry Blendz, Heath Pickett, and Inta` Juice Enterprises, Inc. that occurred prior to February 26, 2018, and Berry Blendz, Heath Pickett, and Inta` Juice Enterprises, Inc. released any and all claims against IJ Acquisitions that occurred prior to February 26, 2018;
- The Infringement Litigation will be dismissed with prejudice upon payment referenced above;
- IJ Acquisitions, Berry Blendz, Heath Pickett, and Inta` Juice Enterprises, Inc. will not seek any further appeals or orders in the Ownership Litigation, 2016CA1529, or 2016CA2063; and
- IJ Acquisitions, Berry Blendz, Heath Pickett, and Inta` Juice Enterprises, Inc. waived any claims related to the past or continuing use of smoothie names as of February 26, 2018; but not as to any claims related to new smoothie names after February 26, 2018.

Other than these actions, no litigation is required to be disclosed in this Franchise Disclosure Document.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

The "Initial Franchise Fee" for a single Inta Juice Business is $25,000. The Initial Franchise Fee is payment for all of our pre-opening assistance that we provide to allow you to open your Inta Juice Business and also offsets some of our franchisee recruitment expenses. Each Franchise Agreement will grant you the right to operate one Inta Juice Business. The Initial Franchise Fee is uniform, payable when you sign your Franchise Agreement and is nonrefundable.

Start-Up Advertising Expense

You are required to spend a minimum of $5,000 ("Start-Up Advertising Expense") for the opening of your Inta Juice Business. We reserve the right to conduct your initial advertising program on your behalf. If we exercise this right, the Start-Up Advertising Expense amount will be payable to us prior to the opening of the Inta Juice Business and is nonrefundable.

Development Fee

Franchisees may also purchase the rights to open additional Inta Juice Businesses by signing our Area Development Agreement (attached to this Franchise Disclosure Document as Exhibit B) and paying a development fee ("Development Fee"). The Development Fee to open the first Inta Juice Business is $25,000 and the Development Fee to open each subsequent Inta Juice Business is $15,000. To open Inta Juice Businesses under an Area Development Agreement, you will be required to sign the then-current Inta Juice franchise agreement, but you will not be required to pay an Initial Franchise Fee (all other fees will apply). The Development Fee is uniform, payable when you sign your Area Development Agreement and is nonrefundable under any circumstances, even if you fail to open any Inta Juice Businesses.

If you form an entity to open any Inta Juice Business(es) within the Development Territory, you must own and maintain at least 51% of the issued equity securities in each entity. You must provide us with necessary documentation to show your ownership interest.

Franchise Fee Deferral

Some states have imposed a franchise fee deferral. Please refer to the Addendum in Exhibit H to the Franchise Disclosure Document.

ITEM 6
OTHER FEES

Type of Fee[(1)]	Amount	Due Date	Remarks
Royalty[(2)]	5% of Gross Sales	Due weekly, on Friday of each week	The "Royalty" is based on "Gross Sales" during the previous week. Your Royalty is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance.

Type of Fee[(1)]	Amount	Due Date	Remarks
Brand Fund Contribution	Up to 3% of your weekly Gross Sales	Same as Royalty	This contribution will be used for a system-wide "Brand Fund" for our use in promoting and building the Inta Juice brand. If you fail to spend the local advertising requirement ($100 per month), you will be required to pay the difference to us, or if established, the Brand Fund (see Item 11 for more information).
Unauthorized Advertising Fee	$500 per occurrence	Upon demand	This fee is payable to the Brand Fund if you use unauthorized advertising in violation of the terms of the Franchise Agreement.
Marketing Materials	Cost of design and production	Upon demand	Payable to us or other approved vendors.
Insurance	Reimbursement of our costs, plus a 20% administration charge	Upon demand	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained plus 20% of the premium for an administrative cost of obtaining the insurance.
Additional Training or Assistance Fees	Then-current fee (currently $300 per additional person plus costs for initial training and approximately $300 per day plus costs per attendee for additional training); $300 per day plus costs for on-site assistance	14 days in advance	We provide initial training at no charge for up to two people. We may charge you for training additional persons, newly-hired personnel, refresher training courses, advanced training courses, and additional or special assistance or training you need or request.
Conference Fees	Then-current fee plus costs and expenses of attendees for travel, lodging, meals, and salaries	30 days prior to conference	Conference Fees will be the same for all franchisees, but may be based on the number of Inta Juice Businesses each franchisee has or the number of attendees each franchisee sends to the conference.
Convention Fee	The then-current fee (currently estimated to be $500 per person)	30 days prior to convention	Payable to us to help defray the cost of your attendance at any annual convention that we choose to hold. This fee is due regardless of whether or not you attend our annual convention in any given year.
Supplier and Product Evaluation Fee	Costs of inspection (estimated to be approximately $100 to $500)	As incurred	Payable if we inspect a new product, service, or proposed supplier nominated by you.
Replacement of Brand Standards Manual	$500	Upon demand	Payable if your copy of the Brand Standards Manual is lost, destroyed, or significantly damaged.

Type of Fee[(1)]	Amount	Due Date	Remarks
Customer Issue Resolution	Varies; reasonable costs we incur for responding to a customer complaint, which will typically be between $20 and $100	Upon demand	Payable if a customer of the Inta Juice Business contacts us with a complaint and we provide a gift card, refund, or other value to the customer as part of our addressing the issue.
Payment Service Fee	Up to 4% of total charge	As incurred	If payment is made to us or our affiliate by credit card for any fee required, we may charge a service charge of up to four percent (4%) of the total charge.
Late Payment Fee	$100 per occurrence, plus lesser of the daily equivalent of 12% per year simple interest or the highest rate allowed by law	As incurred	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.
Non-Sufficient Funds Fee	$100 per occurrence	As incurred	Payable if any check or electronic payment is not successful due to insufficient funds, stop payment, or any similar event.
Failure to Submit Required Report Fee	$100 per occurrence and $100 per week	Your bank account will be debited for failure to submit any requested report within five ~~(5)~~ days of request	Payable if you fail to submit any required report or financial statement when due. Fines collected are paid to the Brand Fund, if established, or us. You will continue to incur this fee until you submit the required report.
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses	Upon demand	You will be required to pay this if an audit reveals that you understated weekly Gross Sales by more than two percent (2%) or you fail to submit required reports.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your Inta Juice Business or Franchise.
Management Fee	Then-current fee (currently $300 per person per day) plus expenses and costs for on-site assistance	As incurred	Payable if we manage the Inta Juice Business because you are in breach of the Franchise Agreement.

Type of Fee[1]	Amount	Due Date	Remarks
Professional Fees and Expenses	Will vary under circumstances	As incurred	You must reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Renewal Fee	$5,000	At the time you sign the new franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement.
Relocation Fee	Our costs	Upon relocation	You must reimburse us for our reasonable expenses if we permit you to relocate your Inta Juice Business. We will provide you with copies of our invoices for our expenses from any third party providers upon request.
Transfer Fee	50% of the then-current Initial Franchise Fee	$2,000 non-refundable deposit at time of transfer application submittal and the remaining balance of fee at time of the approved transfer	Payable in connection with the transfer of your Inta Juice Business, a transfer of ownership of your legal entity, or the Franchise Agreement.
Liquidated Damages[3]	Will vary under the circumstances	Within 15 days after termination of the Franchise Agreement	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach or you terminate the Franchise Agreement without legal cause, or for violation of a non-competition provision.
Broker Fees	~~The~~Our actual cost of the brokerage commissions, finder's fees, or similar charges	As incurred	~~Payable only in connection with the~~ If you transfer your Inta Juice Business to a third party or purchaser ~~that was referred to you through a broker that is not an affiliate~~, you must reimburse all of ~~ours~~our actual costs for commissions, finder's fees and similar charges.

Type of Fee[1]	Amount	Due Date	Remarks
Technology Fee	Then-current fee (we do not currently charge this fee)	Monthly	We may, upon at least 30 days' advance written notice, assess a fee for website hosting by us, for central telephone services, future web-based System integration, and for other technology related services ("Technology Fee"), subject to an annual increase at our sole determination, but not more than ten percent (10%) per year.

Notes:

1. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer ("EFT") or other similar means. You are required to complete the EFT authorization (in the form attached to this Franchise Disclosure Document in Exhibit I). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. If you enter into an Area Development Agreement to operate multiple Inta Juice Businesses, the fees indicated in the chart above are the fees charged and/or incurred for each Inta Juice Business. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement.

2. "Gross Sales" means the total of all revenues and income from the sale of all Inta Juice Business food products, beverages and other related merchandise, products, and services to your customers whether or not sold or performed at or from the Inta Juice Businesses, and whether received in cash, coupon, in services in kind, from barter and/or exchange, on credit (whether or not payment is received) or otherwise. You must report all sales to us (including those that are not entered into the point-of-sale system). If you offer any services, including catering or special events, all receipts from these services (including additional delivery charges) are included in Gross Sales. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips, and allowances you give in good faith to your customers. All barter and/or exchange transactions in which you furnish services and/or products in exchange for goods and/or services provided to you by a vendor, supplier, or customer will, for the purpose of determining Gross Sales, be valued at the full retail value of the goods and/or services so provided to you.

3. Liquidated damages are determined by multiplying the combined monthly average of Royalties and Brand Fund contributions (without regard to any fee waivers or other reductions) that are owed by you to us, beginning with the date you open your Inta Juice Business through the date of early termination, multiplied by the lesser of: (i) 36, or (ii) the number of full months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than $30,000.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[(1)]	$25,000	$25,000	Lump Sum	When you sign the Franchise Agreement	Us
Decorating, Furniture & Furnishings [(2)]	$40,000	$100,000	As Supplier Requires	As Incurred	Approved Suppliers
Rent – 3 Months[(3)]	$4,500	$12,500	As Supplier Requires	As Incurred	Third Parties
Computer System	$1,000	$2,000	As Supplier Requires	As Incurred	Approved Suppliers
Leasehold Improvements[(4)]	$40,000	$150,000	As Arranged	As Arranged	Designated Retail Build-Out Service Provider (F.C. Dadson); Third Parties
Signs[(5)]	$5,000	$8,000	As Supplier Requires	As Incurred	Approved Suppliers
Business Licenses[(6)]	$1,000	$2,000	As Incurred	As Incurred	Government Agencies
Insurance[(7)]	$1,000	$2,000	As Arranged	As Arranged	Insurance Company
Professional Fees[(8)]	$2,000	$4,000	As Arranged	As Arranged	Your Attorneys, Advisors, CPAs and Other Professionals
Architecture Fees	$5,000	$10,000	As Incurred	As Incurred	Designated Architectural Design Supplier; Government Agencies
Office Equipment And Supplies	$200	$400	As Incurred	As Incurred	Approved Suppliers
Uniforms	$400	$600	As Incurred	As Incurred	Approved Suppliers
Opening Inventory	$4,000	$8,000	As Supplier Requires	Before Opening	Approved and Designated Suppliers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Training[9]	$1,000	$4,000	As Required	As Incurred	Providers of Travel, Lodging, and Food Services
Lease & Utility Security Deposits[10]	$3,000	$5,000	As Arranged	Before Opening	Third Parties, including Utility Companies and Landlord
Start-Up Advertising[11]	$5,000	$5,000	As Arranged	As Incurred	Us and Third Parties
Additional Funds –3 Months[12]	$25,000	$35,000	As Agreed	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT[13]	$163,100	$373,500			
Area Development Agreement [14]	If you purchase multiple Inta Juice Franchises under the Area Development Agreement, you will incur all costs listed above for each Inta Juice Business that you open except that you will not be required to pay an Initial Franchise Fee but will be required to pay a Development Fee as explained in Note 14 below and Item 5. If you were to open two Inta Juice Businesses, utilizing the same estimated expenses above, we estimate the total cost to range between $316,200 and $737,000. The cost for each additional Inta Juice Business opened under an Area Development Agreement will be the same as the cost of a single franchise. Subject to our approval, an Area Developer many obtain an extension of the Development Period to sign a particular Franchise Agreement. Each extension requires payment of an extension fee $2,000. The estimates in the table above assumes no extensions to the Development Period.				

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Inta Juice Franchise. We do not offer direct or indirect financing for these items. Our estimates are based on our experience, the experience of our affiliates, and our current requirements for Inta Juice Franchises. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Inta Juice Franchise may be greater or less than the estimates given, depending upon the location of your Inta Juice Business, and current relevant market conditions. Your costs will also depend on factors such as how well you follow our methods and procedures; your management skills; your business experience and capabilities; local economic conditions; the local market for our products and services; the prevailing wage rates; competition; and sales levels reached during your initial phase of business operations. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. If you purchase the rights to operate multiple Inta Juice Businesses under an Area Development Agreement, the only additional initial cost that you will incur over the purchase of a single Franchise, will be the Development Fee until you open the additional Inta Juice Businesses.

Once you open additional Inta Juice Businesses, you will incur the costs listed in this Item 7 (except for the Initial Franchise Fee) at the time you open the additional Inta Juice Businesses. These costs may increase in the future depending on when you open the additional Inta Juice Businesses. The estimate does not include the build-out of any Inta Juice Businesses other than the first one.

2. Decorating, Furniture and Furnishings. This estimate involves the furniture, fixtures, and equipment you will need to open an Inta Juice Business, such as chairs, tables, casework, refrigerators, freezers, sinks, blenders and other items. Some of these expenses will depend on your Inta Juice Business size, shipping distances, supplier chosen, availability of refurbished equipment and your credit history.

3. Rent – 3 Months. Your actual rent payments may vary depending upon your location and your market's retail lease rates. Premises will typically be 1,000 to 1,600 square feet in size. Inta Juice Businesses are typically located in free standing outlets, shopping malls and strip malls. If you purchase instead of lease the Premises for your Inta Juice Business, then the purchase price, down payment, interest rates, and other financing terms will determine your monthly mortgage payments.

   Our approved food supplier has locations in Colorado and Texas. If you are located outside of these states, you may want to rent cold storage space so that you may order a larger inventory to reduce shipping costs. The high estimate includes three months of rent payments for the cold storage space.

4. Leasehold Improvements. This estimate does not include any construction allowances that may be offered by your landlord. This estimate also includes setup expenses you will incur in building out your location, including all costs required to set up the equipment. Building and construction costs will vary depending upon the condition and size of the Premises for your Inta Juice Business and local construction costs.

5. Sign. This estimate is for one to two exterior signs. These estimates assume you purchase your exterior signage. The type and size of the signage you install will be based upon the zoning and property use requirements and restrictions. There could be an occasion where certain signage is not permitted because of zoning or use restrictions.

6. Business Licenses. You may be required to obtain business licenses from the local government agencies to operate your Inta Juice Business.

7. Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. Please note that if you have had prior issues or claims from previous operations unrelated to the operation of an Inta Juice Business, your rates may be significantly higher than those estimated above.

8. Professional Fees. We strongly recommend that you hire a lawyer, accountant or other professional to advise you on this Franchise offering and to assist you in setting up your Inta Juice Business. Rates for professionals can vary significantly based on area and experience.

9. Training. We provide training at our training center in Greeley, Colorado or at another location designated by us. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all initial training program attendees. Initial training is provided at no charge for up to two people (you, if you are an individual, or an operating principal if you are an entity, and your designated manager, if you have one); if additional initial training is required, or more people must be trained, an additional fee will be assessed.

10. Lease and Utility Security Deposits. This estimate includes security deposits required by the landlord, cable and utility companies.

11. Start-Up Advertising. This fee may be paid to third parties or to us so that we may conduct the pre-opening advertising program for your Inta Juice Business.

12. Additional Funds – 3 Months. These amounts represent our estimate of the amount needed to cover your expenses for the initial three month start-up phase of your Inta Juice Business. They include payroll, uniforms, administrative, janitorial, maintenance, utilities, and other items. These figures do not include standard pre-opening expenses, Royalties, or Brand Fund contributions payable under the Franchise Agreement or debt service, and assume that none of your expenses are offset by any sales generated during the startup phase. For purposes of this disclosure, we estimated the startup phase to be three months from the date your Inta Juice Business opens for business. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting your Inta Juice Business. You must bear any deviation or escalation in costs from the estimates that we have given. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skills, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the sales level reached during the start-up period; and the size of your Inta Juice Businesses. Additional funds for the operation of your Inta Juice Franchise will be required after the first three months of operation if sales produced by the Inta Juice Franchise are not sufficient to produce positive cash flow.

13. Figures May Vary. This is an estimate of your initial startup expenses for one Inta Juice Franchise. You should review these figures carefully with a business advisor before making any decision to purchase the Franchise.

14. Area Developer. Area Developers must pay a Development Fee which is equal to the Initial Franchise Fee for each Inta Juice Business the Area Developer intends to develop under the Area Development Agreement. The Development Fee is equal to $25,000 plus $15,000 for the second and each additional Inta Juice Franchise and Area Developer purchases under an Area Development Agreement. The Development Fee for the opening of two Inta Juice Businesses is $40,000. Area Developers must open a minimum of two Inta Juice Businesses.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Inta Juice Business according to our System and specifications. This includes purchasing or leasing all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the Inta Juice Franchise under our specifications, which may include purchasing these items from: (i) our designees, (ii) approved suppliers, and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

Our confidential brand standards manual ("Brand Standards Manual") states our standards, specifications, and guidelines for all products and services we require you to obtain in establishing and operating your Inta Juice Franchise and approved vendors for these products and services. We will notify you of new or modified standards, specifications, and guidelines through periodic amendments or supplements to the Brand Standards Manual or through other written communication (including electronic communication such as email or through a system-wide intranet).

You must purchase, install, maintain in sufficient supply and use, only fixtures, furnishings, equipment, inventory, uniforms, signs and supplies that conform to the standards and specifications described in the Brand Standards Manual or otherwise in writing.

We utilize proprietary food products and recipes and may continue to develop and own proprietary recipes. In order to protect their trade secrets and to monitor the manufacture, packaging, processing and sale of proprietary food products, we or our affiliates may: (i) manufacture, supply and sell proprietary food products to Inta Juice franchisees; and/or (ii) disclose the formula for methods and preparation of the proprietary food products to a limited number of suppliers, including one or more of our affiliates, who we authorize to manufacture these proprietary food products to our precise specifications and sell these products to Inta Juice franchisees. You must purchase the proprietary products we or our affiliates develop from time to time, pursuant to secret recipes or formulas, and purchase them only from us or a third party who we have licensed to prepare and sell the products. All non-proprietary ingredients, beverage products, cooking materials, containers, cartons, bags, menus, napkins, other paper and plastic products, utensils, uniforms, and other supplies and materials used in your Inta Juice Business must strictly conform to our reasonable specifications and quality standards. Certain products such as plates, cups, boxes and containers bearing the trademarks must be purchased by you from certain suppliers approved by us who are authorized to manufacture these products bearing our trademarks.

We are not currently an approved supplier. No officer of the franchisor owns an interest in any supplier. We, and our affiliates, reserve the right to become approved suppliers of any proprietary food products and nonproprietary products.

F.C. Dadson is our designated supplier for architectural design and build-out services. We have the right to change this supplier periodically in our Brand Standards Manual.

You must at all times maintain an inventory of approved food products, beverages, ingredients and other products in sufficient quantities and variety to realize the full potential of your Inta Juice Business. You must use the menus and menu boards that we designate and serve meals and products in the manner we designate. Our designated food supplier of our main ingredients is currently Domenico Foods and has locations in Colorado and Texas. If you are located outside of these states, your shipping costs will be higher than those franchisees located in these states. We have the right to change this supplier periodically in our Brand Standards Manual.

You must use the computer hardware and software, including the point-of-sale system that we periodically designate to operate your Inta Juice Franchise. You must obtain the computer hardware, software licenses, maintenance and support services, and other related services that meet our specifications from the suppliers we specify. You must maintain and upgrade your computer systems. You must obtain the insurance coverage required under the Franchise Agreement. The insurance company must be authorized to do business in the state where your Inta Juice Business is located, and must be approved by us. It must also be rated "A" or better by A.M. Best & Company, Inc. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. All insurance policies must name us and any affiliates we designate as additional named insured parties.

We will provide you with a list of our designated and approved suppliers in our Brand Standards Manual. If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for services and products that require supplier approval), you must notify us and submit to us the information, specifications and samples we request. We will use commercially reasonable efforts to notify you within ~~thirty (~~30~~)~~ days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We reserve the right to charge a fee to evaluate the proposed product, service or supplier. We apply the following general criteria in approving a proposed supplier: (1) ability to purchase the product in bulk; (2) quality of brand and services; (3) production and delivery capability; (4) proximity to Inta Juice Franchises to ensure timely deliveries of the product or services; (5) the dependability of the supplier; and (6) other factors. The supplier may also be required to sign a supplier agreement with us. We may periodically re-inspect approved suppliers' facilities and products, and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product or service. We do not provide material benefits to you based solely on your use of designated or approved sources.

We estimate that approximately 85% of purchases required to open your Inta Juice Business and 70% of purchases required to operate your Inta Juice Business will be from us or from other approved suppliers or under our specifications. We and our affiliates may receive rebates from some suppliers based on your purchase of services and products, and we have no obligation to pass them on to our franchisees or use them in any particular manner.

We did not receive any revenue from the sale of products or services to franchisees during our ~~last~~2017 fiscal year.

We may negotiate purchase arrangements with suppliers and distributors for the benefit of our franchisees, and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you. We currently do not have any purchasing or distribution cooperatives.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement, Area Development Agreement, 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	Section 4 and Attachment A of the Franchise Agreement; Section 5 of the Area Development Agreement	Items 7 and 11
b. Pre-opening purchases/leases	Sections 4 and 5 of the Franchise Agreement	Items 7, 8 and 11
c. Site development and other pre-opening requirements	Sections 4 and 5 of the Franchise Agreement	Items 7 and 11
d. Initial and ongoing training	Sections 6 and 7 of the Franchise Agreement	Items 6,7 and 11
e. Opening	Sections 4, 5 and 7 of the Franchise Agreement; Section 4 and Attachment B of the Area Development Agreement	Items 6,7 and 11

Obligation	Section in Agreement	Disclosure Document Item
f. Fees	Sections 3, 5, 6, 7, 8, 12, and 15 of the Franchise Agreement; Section 3 of the Area Development Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Brand Standards Manual	Sections 4 and 5 of the Franchise Agreement	Items 8, 11, 12, 14 and Exhibit G
h. Trademarks and proprietary information	Sections 1, 5, 9, 10 and 11 of the Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 5 of the Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Sections 5 and 9 of the Franchise Agreement	Items 1 and 11
k. Territorial development and sales quotas	Sections 2 and 4 of the Franchise Agreement	Items 1, 11 and 12 and Exhibit B
l. Ongoing product/service purchases	Sections 4, 5 and 7 of the Franchise Agreement	Items 8 and 16
m. Maintenance, appearance, and remodeling requirements	Sections 4, 5 and 7 of the Franchise Agreement	Items 7, 8 and 11
n. Insurance	Section 14 of the Franchise Agreement	Items 6, 7, 8 and 11
o. Advertising	Sections 5 and 7 of the Franchise Agreement	Items 11, 13 and 14
p. Indemnification	Section 14 and Attachment C of the Franchise Agreement; Section 11 of the Area Development Agreement	Not Applicable
q. Owner's participation/management and staffing	Sections 5, 6, and 11 of the Franchise Agreement; Section 16 of the Area Development Agreement	Items 11, 15 and 17
r. Records and reports	Section 8 of the Franchise Agreement	Item 11
s. Inspections and audits	Section 12 of the Franchise Agreement	Items 6 and 11
t. Transfer	Section 15 of the Franchise Agreement; Sections 7 and 8 of the Area Development Agreement	Item 17
u. Renewal	Section 3 of the Franchise Agreement	Item 17
v. Post-termination obligations	Section 17 of the Franchise Agreement	Item 17
w. Non-competition covenants	Section 5 and 17 of the Franchise Agreement	Item 17 and Exhibit I-2
x. Dispute resolution	Section 18 of the Franchise Agreement	Item 17

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 SYSTEM AND TRAINING

Except as listed below, IJF is not obligated to provide you with any assistance.

Pre-opening Obligations

Before you open your Inta Juice Business, we (or our designee(s)) will provide the following assistance and services to you:

1. Provide an initial training program (See Franchise Agreement - Section 7.08).

2. Loan you one copy of the Brand Standards Manual or provide access to an electronic version. The Brand Standards Manual contains approximately 131 pages. The table of contents for the Brand Standards Manual is attached to this Franchise Disclosure Document as Exhibit G (See Franchise Agreement - Section 7.04).

3. Provide you with advice in identifying a suitable location for the Inta Juice Business, if you request assistance (See Franchise Agreement – Section 7.01). Although we will consult with you on your site and require your site be subject to our final authorization, you have the ultimate responsibility in choosing, obtaining and developing the site for your Inta Juice Business. We do not guarantee the suitability or success of the accepted site. We must accept the site before you enter into a lease. Your lease must address certain issues, including (a) not obligating us in any manner; (b) no terms inconsistent with your Franchise Agreement; (c) granting us rights to assume your rights to the Premises of the Inta Juice Business upon termination or non-renewal under the lease; (d) prohibiting competing businesses in the same center; (e) construction in accordance with our standards; and (f) Premises de-identification upon expiration or termination.

4. In evaluating a proposed site, we consider such factors as general location and neighborhood, traffic patterns, parking, size, layout and other physical characteristics. Before leasing or purchasing the site for your Premises, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. We will have 30 days after we receive the information and materials to evaluate the proposed site. If we disapprove of the proposed site, you must select another site, subject to our consent. You must identify the site for your Premises within 60 days after signing the Franchise Agreement and purchase or lease the site within 120 days after signing the Franchise Agreement. We generally do not own the Premises and lease it to you.

5. Once you have an approved site for your Inta Juice Business, we will designate a territory, which may also be referred to as your protected area. If you sign an Area Development Agreement, we will designate the Development Territory before you sign the Area Development Agreement.

6. Review your lease agreement for the Premises to ensure that its terms contain our required provisions and otherwise meet our minimum standards (See Franchise Agreement - Section 4.02).

7. We will provide a copy of our basic specifications for the design and layout of your Premises. You are responsible for the costs of preparing architectural, engineering and construction drawings and site plans, which you must submit to us for our review and approval before you begin construction of your Premises. You are responsible for the costs of construction and remodeling (Franchise Agreement – Section 7.03).

8. Provide you with materials and consultation in connection with the pre-opening advertising program for your Inta Juice Business and also provide a representative for a pre-opening inspection and for two days prior to opening and for opening day (See Franchise Agreement – Section 7.10).

Schedule for Opening

The typical length of time between signing the Franchise Agreement or the payment of any fees and the opening of the Inta Juice Business can vary from six to 12 months. Some factors, which may affect this timing, are your ability to acquire a location through lease or purchase negotiations, your ability to secure any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary permits and certifications, your ability to complete training, the timing of the delivery of equipment, tools and inventory, and the time to convert, renovate or build out your Premises. If you do not open within 12 months after you sign the Franchise Agreement, we may terminate your Franchise Agreement.

You may not open your Inta Juice Business until: (1) we notify you in writing that all of your pre-opening obligations have been fulfilled; (2) you have completed the initial training program to our satisfaction; (3) all amounts due to us have been paid; (4) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums we request; (5) you notify us that all approvals and conditions stated in the Franchise Agreement have been met; (6) you have received all required permits and licenses; and (7) you have ordered, received, and installed your fixtures, equipment, supplies, inventory, and related materials. You must be prepared to open and operate your Inta Juice Business immediately after we state your Inta Juice Business is ready for opening.

If you are an Area Developer, you must sign your first Franchise Agreement at the same time you sign the Area Development Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your first Inta Juice Business under an Area Development Agreement is the same as for a single Inta Juice Business. Each additional Inta Juice Business you develop must be opened according to the terms of your Development Schedule. The site selection and approval process for each Inta Juice Business under an Area Development Agreement is the same as that for a single Inta Juice Business and will be governed by the Franchise Agreement signed for that location.

Continuing Obligations

During the operation of your Inta Juice Business, we (or our designee(s)) will provide the following assistance and services to you:

1. Inform you of mandatory specifications, standards and procedures for the operation of your Franchise (See Franchise Agreement- Sections 5.11, 7.01, 7.05, 9.01, 9.02 and 15.03).

2. Upon reasonable request, provide advice regarding your Inta Juice Business' operation based on reports or inspections. Advice will be given during our regular business hours and via written materials, electronic media, telephone or other methods in our discretion (See Franchise Agreement - Section 7.12).

3. Maintain and administer one (1) or more websites to advertise, market and promote Inta Juice Businesses and the services and products offered (each a "System Website") (See Franchise Agreement – Section 7.16).

4. Provide you with advice and guidance on advertising and marketing (See Franchise Agreement - Sections 9.01 and 10.03).

5. Provide additional training to you for newly-hired personnel on the Inta Juice brand and System guidelines, refresher training courses and additional training or assistance that, in our discretion, you need or request. You may be required to pay additional fees for this training or assistance (See Franchise Agreement - Section 6).

6. Allow you to continue to use confidential materials, including the Brand Standards Manual and the Marks (See Franchise Agreement - Sections 7.04, 9.01, 9.02, 10.03 11.01 and 11.02).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new menu items, new equipment or new techniques.

2. Make periodic "Inspection Visits" to the Premises for the purpose of assisting in all aspects of the operation and management of the Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Franchise, and detailing any problems in the operations which become evident as a result of any visit. Any training provided by us during an Inspection Visit will not be subject to our then-current training fees. If we identify any critical violations, then we may return for a follow-up visit. For any follow-up visit or subsequent visits where training is provided, or if a visit is provided by us at your request, you must reimburse our expenses and pay our then-current training fees.

3. Maintain and administer a Brand Fund. We may dissolve the Brand Fund upon written notice (See Franchise Agreement - Section 7.15).

4. Hold periodic national or regional conferences to discuss business and operational issues affecting Inta Juice franchisees.

Advertising

Brand Fund

We have created a Brand Fund for marketing the System, the Marks, and Inta Juice Businesses. You must pay up to three percent (3%) of your Gross Sales for the Brand Fund ("Brand Fund Contribution"). Your contribution to the Brand Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Brand Fund but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Inta Juice Businesses owned by us will contribute to the Brand Fund on the same basis as franchisees.

The Brand Fund is administered by us, or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Brand Fund is in a separate bank account, commercial account or savings account.

We have complete discretion on how the Brand Fund will be utilized. We may use the Brand Fund for local, regional or national marketing, advertising, sales promotion and promotional materials, public and consumer relations, website development and search engine optimization, the development of technology for the System and any other purpose to promote the Marks. We may use any media for disseminating Brand Fund advertisements, including direct mail, print ads, the Internet, radio, billboards, television and Internet. We may reimburse ourselves, our authorized representatives or our affiliates from the Brand Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other direct or indirect expenses associated with the programs funded by the Brand Fund. We do not guarantee that advertising expenditures from the Brand Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. 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.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct or administer the Brand Fund. Any unused funds that were collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable.

The Brand Fund is not audited. Upon your written request, we will provide to you an annual accounting for the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year. We did not collect or spend any Brand Fund Contributions during our ~~last~~2017 fiscal year.

Local Advertising

You must spend an average of $100 per month on local advertising each year ("Local Advertising Requirement"). If you fail to spend the Local Advertising Requirement, you will be required to pay the difference to us, or if established, the Brand Fund. You agree, at your sole cost and expense, to issue and offer such rebates, giveaways, and other promotions in accordance with advertising programs established by us, and further agree to honor the rebates, giveaways, and other promotions issued by other Inta Juice franchisees under any such program, so long as such compliance does not contravene any applicable law, rule, or regulation. Until we implement a gift card program, you will only sell gift cards/certificates redeemable at your Inta Juice Business and such gift cards/certificates will state this limitation on use. At such time as we may implement a gift card program, you will not create or issue any gift cards or gift certificates and will only sell gift cards/certificates that have been issued or sponsored by us and which are accepted at all Inta Juice Businesses, and you will not issue coupons or discounts of any type except as approved by us.

You may be required to participate in any local or regional advertising cooperative for Inta Juice Franchises that are established. The area of each local and regional advertising cooperative will be defined by us, based on our assessment of the area. Franchisees in each cooperative will contribute an amount to the cooperative for each Inta Juice Franchise that the franchisee owns that exists within the cooperative's area. Each Inta Juice Franchise we own that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member. We may require that each cooperative operate with governing documents and prepare annual unaudited financial statements. We reserve the right to form, change, dissolve or merge any advertising cooperative formed in the future. If we elect to form such cooperatives, or if such cooperatives already exist near your territory, you will be required to participate in compliance with the provisions of the Brand Standards Manual, which we may periodically modify at our discretion.

You must order sales and marketing material from us or our approved suppliers. It is a material breach of the Franchise Agreement to use other marketing material without obtaining our prior written approval. If you desire to use your own advertising materials, including your own website, you must obtain our prior approval, which may be granted or denied in our sole discretion. We will review your request, and we will respond in writing within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks and other name identification materials must follow our approved standards. You may not use our logos, Marks and other name identification materials on items to be sold or services to be provided without our prior written approval. If you use unauthorized advertising materials, you must pay a fee of $500 per occurrence to the Brand Fund.

If you wish to advertise online, you must follow our online policy which is contained in our Brand Standards Manual. Our online policy may change as technology and the Internet changes. Under our online policy, we may retain the sole right to market on the Internet, including all use of websites, domain names, advertising, and co-branding arrangements. We may restrict your use of social media. We will not allow you to independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks, except as provided in our online policy. We intend that any franchisee website will be accessed only through our home page.

Pre-Opening Advertising Program

You will conduct a pre-opening marketing and advertising program before you open and during your first 90 days of operation and expend at least $5,000. The pre-opening advertising program must comply with our standards and specifications as set forth in the Brand Standards Manual, and you must use advertising, marketing, and public relations programs, firms, media, and materials that we approve in writing. We reserve the right to execute the start-up advertising on your behalf. In such case, you will be required to pay the Start-Up Advertising Expense to us.

System Website

We have established a System Website for Inta Juice Businesses. Other than the System Website and certain other activities that we approve from time to time in our sole discretion, you may not conduct activity associated with your Inta Juice Franchise over the Internet and World Wide Web.

We may allow you to promote your business via alternate online strategies consistent with our online policy as contained in our Brand Standards Manual. We have the right to review and remove all online content on social media sites, blogs, in electronic communications, and on other online sites on which our trademarks are used to protect the reputation and high quality associated with our trademarks and to maintain consistency within the System. We may remove or require you to remove any questionable usage or content involving our Marks. We may also require you to cease using our Marks at all such sites or discontinue all use of such sites.

If you wish to advertise online, you must follow our online policy. Our online policy may change as technology and the Internet changes. Under our online policy, we may retain the sole right to market on the Internet, including all use of websites, domain names, advertising, and co-branding arrangements. We may restrict your use of social media. We may not allow you to independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks. We intend that any franchisee website will be accessed only through our home page.

As long as we maintain a System Website, we will have the right to use the Brand Fund's assets to develop, maintain, and update the System Website. We may update and modify the System Website from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the System Website. We may implement and periodically modify system standards relating to the System Website.

We are only required to reference your Inta Juice Business on the System Website while you are in full compliance with your Franchise Agreement and all System standards ("System Standards"). If you are in default of any obligation under the Franchise Agreement or System Standards, then we may temporarily remove references to your Inta Juice Business from the System Website until you fully cure the subject default(s). You may not, without our prior written approval, develop, maintain, or authorize any website that mentions or describes you, your Inta Juice Business, or displays any of the Marks. If we approve your use of a website, including social media websites, we will reserve the right to require you to obtain our written approval of its initial content and as it is updated or modified from time to time. If we develop a template or other standardized format and/or content for franchisee websites, you must agree to use our mediums. You may not sell products or services not approved by us in the Brand Standards Manual on your Inta Juice Business website without our prior written approval.

We will maintain the System Website and we may periodically update and modify the System Website (including your webpage). We have final approval rights over all information on the System Website (including your webpage). We may implement and periodically modify System Standards relating to the System Website.

Even if we provide you a webpage on our System Website, we will only maintain such webpage while you are in full compliance with the Franchise Agreement and all system standards we implement (including those relating to the System Website). If you are in default of any obligation under the Franchise Agreement or our system standards, then we may temporarily remove your webpage from the System Website until you fully cure the default. We will permanently remove your webpage from the System Website upon the Franchise Agreement's expiration or termination.

All advertising, marketing, and promotional materials that you develop for your Inta Juice Business must contain notices of the System Website's domain name in the manner we designate. Only we have the right to sell products sold by Inta Juice Businesses on the Internet through the System Website. You agree that you will not sell any Inta Juice products or services to customers on a Website through the Internet or through any alternative channels of distribution, except through sales methods designated by us.

Advisory Council

We reserve the right to form one or more advisory councils to assist us in improving products and services, the System, and improving marketing and promotion for Inta Juice Businesses, once the Brand Fund exceeds $100,000. If formed, the council will include our representatives and franchisee representatives. Franchisee representatives may be selected by us or may be elected by other franchisees in the System. If you participate in any advisory council, you may be required to pay all expenses you incur related to your participation, such as travel, lodging, and meal expenses related to attending council meetings.

We currently do not have, but may form, an advisory council ("Council") to advise us on advertising policies. Members of the Council would consist of both franchisees and corporate representatives. Members of the Council would be selected by way of a voting method specified in the Council's bylaws. The Council would serve in an advisory capacity only and would be governed by bylaws. We will have the power to form, change or dissolve the Council, in our sole discretion.

Computer System

You are required to purchase a computer system that consists of the following hardware and software: (a) one laptop or desktop computer with internet access; (b) one Square cash register if the Premises has only one POS; two if the Premises has a drive-through; (c) Microsoft Office QuickBooks software; (d) an all-in-one printer/scanner/copier/fax machine; and (e) a Gmail account; together ("Computer System"). We estimate the cost of purchasing the Computer System will be between $1,000 and $2,000. The Computer System will manage the daily workflow of the Inta Juice Business, coordinate the customer ordering experience, track inventory, food costs, labor and other information. You must record all Gross Sales on the Computer System. You must store all data and information in the Computer System that we designate, and report data and information in the manner we specify. The Computer System will generate reports on the Gross Sales of your Inta Juice Franchise. You must also maintain a high-speed Internet connection at the Premises. If we develop a gift card or customer loyalty program, you must offer and accept Inta Juice gift cards and loyalty cards under that program. You must use any credit card vendors and accept all credit cards and debit cards that we determine. The term "credit card vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet"). We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Computer System (Franchise Agreement – Section 5.12). You must arrange for installation, maintenance and support of the Computer System at your cost. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance, repairs or upgrades relating to the Computer System. We cannot estimate the cost of maintaining, updating or upgrading the Computer System or its components because it will depend on your repair history, local costs of computer maintenance services in your area and technological advances which we cannot predict at this time. We may revise our specifications for the Computer System periodically. You must upgrade or replace your Computer System at such time as specifications are revised. There is no limitation on the frequency and cost of this obligation.

We (or our designee) have the right to independently access the electronic information and data relating to your Franchise and to collect and use your electronic information and data in any manner, including to promote the System and the sale of Franchises. This may include posting financial information of each franchisee on an intranet website. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Computer System remotely, at your Premises or from other locations.

Training

Initial Training

You and any designated manager or representative that we require must complete the initial training to our satisfaction before you open your Inta Juice Business. You must complete the initial training not less than 60 days and not more than 30 days prior to opening. We provide initial training at no cost for up to two people, including you if you are an individual or an operating principal if you are an entity, and a designated manager if you have one. You are, however, responsible for all costs and expenses such as travel, meals and lodging. You must pay a $300 per day fee for training each additional person, plus costs and expenses. You and your designated manager must complete the training program to our reasonable satisfaction, as determined by the specific program instructors, before you are able to open the Inta Juice Business. Initial training classes are held whenever necessary to train new franchisees. You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program. We will also send a representative to your Premises for two days prior to opening and for opening day. You are responsible for all your expenses to attend any training program, including lodging, transportation, food and similar expenses. We plan to provide the initial training listed in the table below.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Three C’s	1	1	Corporate Headquarters and Affiliate Store (Colorado)
Menu and Recipes	1	2	Corporate Headquarters and Affiliate Store (Colorado)
Suggested Retail Pricing	0.5	0	Corporate Headquarters
Products	1	0	Corporate Headquarters
Cash Register Operations	1	2	Corporate Headquarters and Affiliate Store (Colorado)
Supervised Practice (Smoothie Making/Register Operations)	0	8	Affiliate Store (Colorado)
Resource Review (8 week count down)	1.5	0	Corporate Headquarters
Inta TaGo	1.5	0	Corporate Headquarters
Employee Management	1	0	Corporate Headquarters
Store Management	1.5	1	Corporate Headquarters and Affiliate Store (Colorado)
Cost of Goods/Cost of Labor	1	0	Corporate Headquarters
Office Management	2	0	Corporate Headquarters
Financial Reporting	2	0	Corporate Headquarters
Quality Control	1	0	Corporate Headquarters
Equipment	1.5	2	Corporate Headquarters and Affiliate Store (Colorado)
Marketing	1	0	Corporate Headquarters
Safety and Security	0.5	1	Corporate Headquarters and Affiliate Store (Colorado)

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Store Opening Set Up/Cleaning	0	10	Your Inta Juice Business
Employee Training	0	10	Your Inta Juice Business
On-The Floor Support	0	40	Your Inta Juice Business
Totals	**19**	**77**	

Notes:

1. We reserve the right to vary the length and content of the initial training program based upon the experience and skill level of the individual attending the initial training program. We will use the Brand Standards Manual as the primary instruction materials during the initial training program.

2. Shannon Peter, our Director of Training, currently oversees our training program. She brings more than 10 years of management experience and has operated an Inta Juice since October 2006.

3. Other instructors will include experienced Inta Juice store managers and/or assistant managers.

Ongoing Training

We may require that you, designated managers and other managers attend system-wide refresher or additional training courses. Some of these courses may be optional while others may be required. You, if you are an individual, or an operating principal if you are an entity, and your designated manager, if you have one, must attend our annual convention at your expense.

If you appoint a new designated manager, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Inta Juice Business. If we conduct an inspection of your Premises and determine you are not operating in compliance with the Franchise Agreement, we may require that you attend remedial training that addresses your operational deficiencies. You may also request that we provide additional training (either at corporate headquarters or at your Premises), in which case our then-current training fees and costs will apply.

ITEM 12
TERRITORY

Franchise Agreement

You may operate the Inta Juice Business only at the approved location. The approved location for your Inta Juice Business will be listed in the Franchise Agreement. If you have not identified an approved location for the Inta Juice Business when you sign the Franchise Agreement, as is typically the case, you and we will agree on the approved location in writing and amend the Franchise Agreement after you select and we approve the approved location. You are not guaranteed any specific approved location and you may not be able to obtain your top choice as your approved location. You may not conduct your business from any other location. You may not relocate the Inta Juice Business without our prior written approval. We may approve a request to relocate the Inta Juice Business in accordance with the provisions of the

Franchise Agreement that provide for the relocation of the Inta Juice Business, and our then-current site selection policies and procedures.

Territory

You will receive an exclusive territory ("Territory"), which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another Inta Juice Business within your designated Territory. The Territory ~~is determined~~ will be based on a combination of factors, including distance from the ~~geographic~~physical location of your Inta Juice Business, city or county boundaries, zip codes, population density, and demographics, all in our discretion. The standard Territory will include an area ~~and populations properties within that area and other relevant demographic characteristics and will typically be a two-mile radius around your Premises.~~encompassing a minimum population of 20,000 individuals. We will not grant you this right if your Premises is located in a metropolitan area (areas in which the population during any 24-hour period exceeds 50,000 persons per square mile). The population statistics used in determining your Territory will be based on numbers derived from the current U.S. Census report and supplemented with other information available and other population statistical sources of our choosing to determine populations. In certain densely populated metropolitan areas, a territory may be considerably smaller, while franchisees operating in more rural areas may have a significantly larger territory. In addition, we may not grant you this right if your Premises will be located in a non-traditional location such as an airport, hotel, convention center, sports arena or stadium, college campus, amusement park, within the Premises of another business or a similar venue. You are not prohibited from directly marketing to or soliciting customers whose principal residence is outside of your Territory provided it is not in another franchisee's Territory. You may service customers from outside your Territory but only within your Territory. If you renew your Franchise, your Territory may be modified depending on the then-current demographics of the Territory, and on our then-current standards for territories.

You must follow our off site policies and procedures in our Brand Standards Manual, which may allow you to provide catering and delivery services outside of your Territory, provided you do not provide them in another franchisee's territory. We may impose restrictions in the future that prevent you from providing catering and delivery services outside of your Territory.

We, and our affiliates, have the right to operate, and to license others to operate, Inta Juice Businesses at any location outside the Territory, even if doing so will or might affect your operation of your Inta Juice Business. We retain the right, for ourselves and our affiliates, on any terms we deem advisable, and without granting you any rights:

1. to own, acquire, establish and/or operate, and license others to establish and operate Inta Juice Businesses using the Marks and System at any location outside of the Territory, regardless of the proximity to your Premises (even if there may be some impact to your Inta Juice Business within the Territory);

2. to own, acquire, establish and/or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, at any location within or outside the Territory (even if these businesses are in competition with you);

3. to use the Marks and the System to sell any products or services, similar to those which you will sell, through any alternate channels of distribution within or outside of the Territory. This includes, but is not limited to, other channels of distribution such as television, catalog sales, telemarketing, and wholesale to unrelated retail outlets or over the Internet. We reserve the Internet as a channel of distribution

for us, and you may not independently market on the Internet or conduct e-commerce, except in accordance with our Brand Standards Manual and online or social media policies;

4. to sell or distribute, at retail or wholesale or otherwise, directly or indirectly, or license others to sell or distribute, any food products, including proprietary food products, under the Marks or any other marks, through grocery stores, convenience stores, hotel shops and kiosks, theatres, malls, airports, gas stations, college campuses, sports venues or other retail locations within or outside of the Territory;

5. to use and license the use of other proprietary and non-proprietary marks or methods, which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering fruit smoothies, fresh vegetable blends, wheat grass, and healthy snacks and related products and services, at any location, including within the Territory, which may be similar to or different from the Inta Juice Business operated by you;

6. to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Inta Juice Business, wherever located;

7. to acquire and convert to the System operated by us, any businesses offering services and products similar to those offered by Inta Juice Businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned and whether located inside or outside of the Territory, provided that in such situations the newly acquired businesses may not operate under the Marks in the Territory;

8. to implement multi-area marketing programs, which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within your Territory. The continuation of the Territory is not dependent upon your achievement of a certain sales volume, market penetration or other contingency. We do not pay compensation for soliciting or accepting orders inside your Territory.

If you wish to purchase an additional Inta Juice Franchise, you must apply to us, and we may, at our discretion, offer an additional Inta Juice Franchise to you. We consider a variety of factors when determining whether to grant additional Inta Juice Franchises. Among the factors we consider, in addition to the then current requirements for new Inta Juice franchisees, are whether or not the franchisee is in compliance with the requirements under their current Franchise Agreement.

You do not receive the right to acquire additional Inta Juice Franchises within the Territory unless you purchase the right in your Area Development Agreement. You are not given a right of first refusal on the sale of existing Inta Juice Franchises.

Area Development Agreement

Under the Area Development Agreement, you are assigned a Development Territory in which you must develop a designated number of Inta Juice Franchises. The size of the Development Territory will depend on the number of Inta Juice Businesses to be developed, the demographics of the territory, the population and other factors. In certain densely populated metropolitan areas, a Development Territory may be small if it has a high population density, while Development Territories in less densely populated urban areas may have significantly larger areas. The Development Territory will be an exclusive territory for the development of Inta Juice Franchises during the term of the Area Development Agreement so long as you are in compliance with the agreement. This exclusivity grants you the exclusive rights to open Inta Juice Businesses in the Development Territory provided that you follow the terms of the Area Development Agreement. The rights granted under the Area Development Agreement relate only to the development of the Inta Juice Franchises identified in the Area Development Agreement. Except as provided in the Area Development Agreement, and subject to your full compliance with the Area Development Agreement and any other agreement among you or any of your affiliates and us or any of our affiliates, neither we nor our affiliates will establish or authorize any other person or entity, other than you, to establish an Inta Juice Franchise in your Development Territory during the term of the Area Development Agreement. However, we, our affiliates, and any other authorized person or entity (including any other Inta Juice Franchise) may, at any time, conduct any other type of activities within your Development Territory that we are permitted to conduct under the Franchise Agreement. You acknowledges that the Development Territory may already include Inta existing Juice Franchises, and that you may not develop an Inta Juice Franchise that infringes on the territorial rights of existing Inta Juice Franchises. We reserve the right to: a) own, acquire, establish and/or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, at any location within or outside the Development Territory (even if these businesses are in competition with you); b) to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your development rights under the Area Development Agreement, wherever located; and c) to acquire and convert to the System operated by us, any businesses offering services and products similar to those offered by Inta Juice Franchises, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned and whether located inside or outside of the Development Territory, provided that in such situations the newly acquired businesses may not operate under the Marks in the Development Territory. The Development Territory will terminate upon the completion of the Development Schedule or the termination of the Area Development Agreement, whichever occurs first, and the only territorial protections that you will receive upon termination will be those under each individual Franchise Agreement.

Upon your first failure to adhere to the Development Schedule, you will lose the exclusivity granted for the Development Territory. Any second or additional failures to adhere to the Development Schedule will constitute a material event of default under the Area Development Agreement, for which we may, among other things: (i) terminate the Area Development Agreement; (ii) reduce the area of the Development Territory; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including but not limited to, a suit for non-performance.

The size of the Development Territory may be a single or multi-city area, single county area or some other area, and will be described in Attachment A of your Area Development Agreement. We will determine the Development Territory before you sign the Area Development Agreement based on various market and economic factors.

ITEM 13
TRADEMARKS

The Franchise Agreement and your payment of Royalties grants you the nonexclusive right and license to use the System, which includes the use of the proprietary Marks. The Marks and the System are owned by our affiliate, IJ Acquisitions, and are licensed exclusively to us. IJ Acquisitions has granted us an exclusive license ("Trademark License") to use the Marks to franchise the System around the world. The Trademark License is for ten years and began on August 10, 2017. It will automatically renew for subsequent ten year periods provided we are not in default or do not materially breach the Trademark License by engaging in any activity which damages the Marks or the goodwill of the System. If the Trademark License is terminated, IJ Acquisitions has agreed to license the Marks directly to our franchisees until each Franchise Agreement expires or is otherwise terminated. IJ Acquisitions has registrations with the United States Patent and Trademark Office ("USPTO") for the following Marks:

Trademark	Registration Number	Date of Registration	Status
Inta Juice	3,230,908	April 17, 2007	Registered on the Principal Register
Inta Juice fruit smoothies	3,514,066	October 7, 2008	Registered on the Principal Register
Inta Juice	3,296,951	September 25, 2007	Registered on the Principal Register
Inta Juice fruit smoothies	3,296,945	September 25, 2007	Registered on the Principal Register
INTA JUICE	3,296,944	September 25, 2007	Registered on the Principal Register

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board or the trademark administrator of any state, or any court, except as listed below. All required affidavits have been filed.

~~We are aware of two pending lawsuits which could have a material effect on the Marks: (1) the Ownership Litigation; and (2) the Infringement Litigation. The Ownership Litigation and the Infringement Litigation are summarized in Item 3.~~

Except for the Trademark License, no agreement significantly limits our right to use or license the Marks in any manner material to the Inta Juice Business. Other than the pending lawsuits listed above and in Item 3, we do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks. You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement and with a conspicuous sign in your Premises that you are an independently owned and operated licensed franchisee of Inta Juice Franchising LLC. You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of the Inta Juice Business, or any interest in the franchise. All rights and goodwill from the use of the Marks accrue to us. If it becomes advisable, at any time, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. You must notify us within three~~ (3)~~ days if you learn that any party is using the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you.

If you are required to discontinue use of any Mark as a result of the Ownership Litigation or the Infringement Litigation, we will reimburse you for your direct expenses of changing signage. If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, (unless as a result of the Ownership Litigation or the Infringement Litigation), or for your expenses of promoting a modified or substituted trademark or service mark.

You must not directly or indirectly contest our right to the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information in the Brand Standards Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the ingredients and formula of our Products and Recipes, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Brand Standards Manual, our advertising materials, the content and format of our products or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for your operation of your Inta Juice Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, except as listed below, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works. We are aware of two~~ (2)~~ pending lawsuits which could have a material effect on certain Copyrighted Works: (1) the Ownership Litigation; and (2) the Infringement Litigation. The Ownership Litigation and the Infringement Litigation are summarized in Item 3.

Our Brand Standards Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of Inta Juice Franchises, our training materials and techniques, information concerning Product and service sales, operating results, financial performance and other financial data of Inta Juice Franchises and other related materials are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement and the Brand Standards Manual. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Inta Juice Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Inta Juice Franchises during the term of the Franchise Agreement.

You must notify us within three ~~(3)~~ days after you learn about another's use of language, a visual image or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets.

No patents or patents pending are material to us at this time.

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

We require that you either directly operate your Inta Juice Business or designate a manager ("Designated Manager"). If you are not an individual, you must designate an "Operating Principal" acceptable to us who will be principally responsible for communicating with us about the Inta Juice Business. The Operating Principal must have the authority and responsibility for the day-to-day operations of your Inta Juice Business and must have at least ten percent (10%) equity. In addition to operating the Franchise, you may operate an unaffiliated business that is not a Competitive Business so long as (1) we approves such business as being compatible with the operation of the Franchise and (2) you operate the Franchise in compliance with the Franchise Agreement and the Brand Standards Manual, and (3) you do not operate the unaffiliated business at or through the Inta Juice Business premises. The Designated Manager must successfully complete our training program (See Item 11). We do not require that the Designated Manager have an ownership interest in the legal entity of the Franchise owner. If you replace a Designated Manager, the new Designated Manager must satisfactorily complete our training program at your own expense.

Any Designated Manager and, if you are an entity, an officer that does not own equity in the franchisee entity, must sign the "System Protection Agreement," the form of which is attached to this Franchise Disclosure Document in Exhibit I. All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a confidentiality agreement (unless they already signed a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in Exhibit I. If you are an entity, each owner (i.e., each person holding an ownership interest in you) must sign an owner's agreement, the form of which is attached to the Franchise Agreement as Attachment C. We also require that the spouses of the Franchise owners sign the owner's agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those services and products authorized by us, and which meet our standards and specifications. Authorized products may differ among our franchisees, and may vary depending on the operating season and geographic location of your Premises or other factors. You must follow our policies, procedures, methods and techniques. You must sell or offer for sale all types of services and products specified by us. We may change or add to our required services and products, at our discretion, with prior notice to you. If we change or add to our required services and products, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any services or products that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions in accordance with applicable laws.

You may not sell products or services, or advertise products or services, within another franchisee's Territory. You may not establish an account or participate in any social networking sites (including, without limitation, Facebook, Twitter or any other social or professional networking site or blog) or mention or discuss the franchise, us or any of our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. Otherwise, we place no restrictions upon your ability to serve customers provided you do so from the location of your Inta Juice Business in accordance with our policies.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 3	Five years.
b. Renewal or extension of the term	Section 3	If you are in good standing and you meet other requirements, you may add two successor terms of five years.
c. Requirements for franchisee to renew or extend	Section 3	The term renewal refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. Your successor franchise rights permit you to remain as a Franchise after the initial term of your Franchise Agreement expires. You must provide written notice of your request for an extension of franchise rights; upgrade the Inta Juice Business to then-current System Standards; not be in default under the Franchise Agreement or any other agreement with us or any of our affiliates; sign our then-current Franchise Agreement and ancillary agreements for the successor term, and this new franchise agreement may have different terms and conditions (including, e.g., higher royalty and advertising contributions) from the Franchise Agreement that covered your original term; pay the renewal fee; Satisfy our then-current qualification and training requirements; and si~~n~~gn a release.
d. Termination by franchisee	Section 16	You may terminate the Franchise Agreement if you are in compliance with it, and we are in material breach, and we fail to cure that breach within 30 days of receiving written notice.
e. Termination by franchisor without "cause"	Not Applicable	Not Applicable.
f. Termination by franchisor with "cause"	Section 16	We can terminate upon certain violations of the Franchise Agreement by you.
g. Curable defaults	Section 16	You have ten days to cure the defaults listed in Section 16.02 of the Franchise Agreement.
h. Non-curable defaults	Section 16	Non-curable defaults: the defaults listed in Section 16.01 of the Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
i. Franchisee’s obligations on termination/non-renewal	Sections 3, 4 and 17	Obligations include: cease using the System and Marks; cancel any assumed name or equivalent registration which contains the Marks; complete de-identification; assign your lease to us; payment of amounts due; and return of confidential Brand Standards Manual, all Confidential Information, Trade Secrets and records~~.~~, comply with non-solicitation and non-compete covenants.
j. Assignment of contract by franchisor	Section 15	No restriction on our right to assign.
k. “Transfer” by franchisee – defined	Section 15	Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, or grant of a security interest or change of ownership in the Franchise Agreement, the Franchise or interest in the Franchise.
l. Franchisor approval of transfer by franchisee	Section 15	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 15	You must give us at least 30 days’ prior written notice of any proposed Transfer; proposed transferee must apply and meet all of our then-current standards and requirements; you or proposed transferee must provide to us in writing the circumstances of the proposed Transfer; proposed transferee must provide to us the same supporting documents as a new franchise applicant; new owner must have sufficient business experience and financial resources to operate the Franchise; you must pay all amounts due; new owner and employees must complete the Initial Training Program; your landlord must consent to the transfer of the lease; you or proposed transferee must pay transfer fee; you must sign a general release in favor of us; new owner must agree to bring the Premises up to current standards; new owner signs a new franchise agreement and ancillary documents in the then-current form; you must not be in default; you or transferee must provide any additional information that we may reasonably request; you must sign a non-compete agreement not to engage in a competitive business for two years within five miles of that Franchise or another Inta Juice Franchise operating or under construction~~.~~, reimburse us for all costs of transfer including brokerage fees.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 15	We have 30 days to match any offer for your Inta Juice Business.

Provision	Section in Franchise Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Section 17	We may, but are not required to, purchase your Franchise, inventory or equipment at fair market value if your Franchise is terminated for any reason.
p. Death or disability of franchisee	Section 15	The agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Franchise Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability.
q. Non-competition covenants during the term of the Franchise	Section 5	You may not participate in a diverting business, have no owning interest in, loan money to, or perform services for a competitive business anywhere. You may not interfere with our or our other franchisees' Inta Juice Franchises.
r. Non-competition covenants after the Franchise is terminated or expires	Section 17	Owners, spouses and managers may not have an interest in, own, manage, operate, finance, control or participate in any competitive business within five miles of the Franchise or any Inta Juice Franchise for two years. Owners may not solicit any customer, employee or independent contractor of the Franchise or any Inta Juice Franchise for one year.
s. Modification of agreement	Sections 7, 9 and 19	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Brand Standards Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
t. Integration/merger clause	Section 21.07	Only the terms of the ~~Franchise Agreement and other related written agreements~~franchise agreement/area development agreement are binding (subject to ~~applicable~~ state law). Any ~~representations or~~ promises outside ~~of this Franchise Disclosure Document and Franchise Agreement~~the disclosure document and franchise agreement/area development agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 18	Except for certain claims, all disputes must be mediated and arbitrated in the city and state of our then-current principal place of business (currently Greeley, Weld County, Colorado).
v. Choice of forum	Section 18	All disputes must be mediated, arbitrated, and if applicable, litigated in the courts for the city and state of our then-current principal place of business (currently Greeley, Weld County, Colorado), except as provided in the State-Specific Addendum, subject to applicable state law.

Provision	Section in Franchise Agreement	Summary
w. Choice of law	Sections 18 and 19	Colorado law, except for The Colorado Business Opportunity Investment Act applies, subject to any contrary provision contained in the State-Specific Addendum (See Exhibit H).

AREA DEVELOPMENT AGREEMENT

Provision	Section in Area Development Agreement	Summary
a. Length of the ~~franchise~~development term	Section 2	~~Not Applicable~~The earlier of the Term specified in the Area Developer Agreement or completion of the Development Schedule.
b. Renewal or extension of the term	~~Not applicable~~ Section 4	~~Not Applicable~~We may extend the Development Period for up to 90 days.
c. Requirements for you to renew or extend	Not applicable	We may allow you to extend your term upon the payment of an extension fee.
d. Termination by you	~~Section 7~~Not applicable	Not Applicable
e. Termination by us without cause	Not applicable	Not Applicable
f. Termination by us with cause	Section 7	We have the discretionary right to terminate the Area Development Agreement for cause.
g. "Cause" defined—curable defaults	Not applicable	Not Applicable
h. "Cause" defined—non-curable defaults	~~Not applicable~~Section 7	~~Failure to exercise option (and underlying criteria necessary to exercise) for any additional Inta Juice Business within the required timeframe or your failure to open the additional Inta Juice Business(es) in the time period required by: (i) the respective franchise agreement(s) governing that Inta Juice Business; and (ii) the Area Development Agreement.~~Failure to comply with Development Schedule, failure to perform obligation under Area Developer Agreement or a franchise agreement, failure to comply with transfer terms of Area Developer Agreement, termination of a franchise agreement or any other agreement between you and us.
i. Your obligations on termination/non-renewal	Section 7	Upon demand, you must pay all of our costs and expenses arising from any uncured default, including reasonable accountant fees, attorney fees and reasonable hourly charges of administrative employees.
j. Assignment of contract by us	Section 8	We have the right to assign our rights under the Area Development Agreement.
k. "Transfer" by you--defined	Not Applicable	Not Applicable
l. Our approval of a transfer by you	Not Applicable	Not Applicable

Provision	Section in Area Development Agreement	Summary
m. Conditions for our approval of the transfer	Not Applicable	Not Applicable
n. Our right of first refusal to acquire your business	Not Applicable	Not Applicable
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Section 7	Not Applicable
q. Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	See Franchise Agreement.
s. Modification of Agreement	Section 10	Area Development Agreement can only be modified upon written agreement by both parties.
t. Integration/merger clause	Section 10	The Area Development Agreement is the entire agreement. Nothing in this provision or any other part of this agreement (or other agreement with us) is intended to disclaim the representations we made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 15	All disputes shall be resolved as described in the Initial Franchise Agreement.
v. Choice of forum	Section 15	All disputes must be mediated, arbitrated, and if applicable, litigated as described in the Initial Franchise Agreement.
w. Choice of law	Section 15	Colorado law, except for The Colorado Business Opportunity Investment Act applies, subject to any contrary provision contained in the State-Specific Addendum (See Exhibit H).

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 disclose 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 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 performance at a particular location or under particular circumstances.

As of December 31, 201~~6~~7, there were ~~four~~five Inta Juice Businesses owned by our principals listed in Item 2 above and no franchised outlets. ~~Three~~Four of the principal-owned Inta Juice Businesses are operated in Northern Colorado by three separate entities (one by SNJJ, Zumo, one by TSLC, and two by IJ Mountain View, LLC as disclosed in Items 1 and 2) and have been in operation since June 2004, January 2005, ~~June 2004, and~~ October 2006~~.~~, and December 2017 respectively. Each of our principals' ownership of these entities is disclosed in Item 2. These principal-owned outlets are categorized hereafter as "company-owned" because they are owned by individuals identified in Item 2 and operate a substantially similar business as the Inta Juice Business offered to franchisees under this Franchisor Disclosure Document and under the Inta Juice brand. ~~The fourth~~One of the principal-owned Inta Juice Businesses was in operation for less than a year and has been excluded from the financial performance representation because of its limited operational history. The fifth principal-owned Inta Juice Business is operated within a Subway Sandwiches store as a co-branded unit in Cheyenne, Wyoming and has been in operation since 2013. This co-branded unit has been excluded from the financial performance representation because its operations differ from the other principal-owned Inta Juice Businesses and the financial information for the Subway Sandwiches and Inta Juice brands is not separated.

The financial information provided in the following chart represents the actual performance of the three principal-owned Inta Juice Businesses operated in Northern Colorado ("Company-Owned Inta Juice Businesses") for the calendar years ending December 31 of ~~2014,~~ 2015, 2016 and 201~~6~~7. Because we have full profit and loss statements for these Company-Owned Inta Juice Businesses, we are able to provide you with earnings and costs information for these outlets, in addition to Gross Sales. The numbers have not been audited but we have no reason to doubt their accuracy.

The size, physical layout, and operations of these Company-Owned Inta Juice Businesses are generally similar to the Inta Juice Businesses that our franchisees will own and operate. While the representations relate to the performance of Company-Owned outlets, franchised outlets will share some of the same characteristics, including degree of competition, size, and services provided. Company-Owned Inta Juice Businesses did not pay a Royalty Fee or make Brand Fund Contribution payments that would be paid by franchised outlets. For purposes of illustration, we have included hypothetical Royalty and Brand Fund Contribution payments for each outlet. We have included certain expenses for the Company-Owned Inta Juice Businesses. Franchise locations may or may not have similar expenses and they may have additional expenses than the ones listed below. Written substantiation for the financial performance representation will be made available to prospective franchisees upon reasonable request.

EBITDA Information for Company-Owned Inta Juice Businesses

Loveland, Colorado

	201~~4~~5 (Jan 1 – Dec 31)		**201~~5~~6** (Jan 1 – Dec 31)		**201~~6~~7** (Jan 1 – Dec 31)	
	Amount	**Percent of Sales**	**Amount**	**Percent of Sales**	**Amount**	**Percent of Sales**
Gross Sales	$~~364,933.47~~509,288.54	100~~.%~~.0%	$~~509,288.54~~824,187.47	100~~.%~~.0%	$~~824,187.47~~911,075.38	100~~.%~~.0%
COGS	-$~~114,362.18~~171,103.94	-~~31.3~~33.6%	-$~~171,103.94~~262,576.99	-~~33.6~~31.9%	-$~~262,576.99~~286,939.08	-31.~~9~~5%
Wages and Taxes	-$~~71,678.82~~97,891.22	-19.~~6~~2%	-$~~97,891.22~~157,706.40	-19.~~2~~1%	-$~~157,706.40~~187,936.72	-~~19.1~~20.6%
Rent	-$~~28,388.00~~38,453.69	-7.~~8~~6%	-$~~38,453.69~~51,196.00	-~~7.~~6.2%	-$~~51,196.00~~53,848.02	-~~6.2~~5.9%
Other Operating Expenses	-$46,~~919.66~~484.14	-~~12.8~~9.0%	-$~~46,484.14~~73,755.21	-9.0%	-$~~73,755.21~~105,937.69	-~~9.0~~11.6%

EBITDA	**$~~103,584.81~~155,355.55**	**~~28.5~~30.6%**	**$~~155,355.55~~278,952.87**	**~~30.6~~33.8%**	**$~~278,952~~276,413.87**	**~~33.8~~30.3%**
Addback Owner Expenses	+$~~16,356.93~~13,733.68	~~4.5~~2.7%	+$13,~~733.68~~172.04	~~2.7~~1.6%	+$~~13,172.04~~17,559.81	1.~~6~~9%
Addback Parking Lot Replacement	n/a	n/a	n/a	n/a	+18,520.00	2.0%
Adjusted EBITDA	**$~~119,941.74~~169,089.23**	**33.~~0~~3%**	**$~~169,089.23~~292,124.91**	**~~33.3~~35.4%**	**$~~292,124.91~~312,493.68**	**~~35.4~~32.3%**
5% Royalty (illustration only)	-$~~18,246.67~~25,464.43	-5.0%	-$~~25,464.43~~41,209.37	-5.0%	-$~~41,209.37~~45,553.77	-5.0%
3% Brand Fund Contribution (illustration only)	-$~~10,948.00~~15,278.66	-3.0%	-$~~15,278.66~~24,725.62	-3.0%	-$~~24,725.62~~27,332.26	-3.0%
Adjusted EBITDA with Royalty and Brand Fund Fees (illustration only)	**$~~90,747.06~~128,346.15**	**~~24.9~~25.2%**	**$~~128,346.15~~226,189.91**	**~~25.2~~27.4%**	**$~~226,189.91~~239,607.65**	**~~27.4~~24.3%**

Longmont, Colorado

	201~~4~~5 (Jan 1 – Dec 31)		**201~~5~~6** (Jan 1 – Dec 31)		**201~~6~~7** (Jan 1 – Dec 31)	
	Amount	**Percent of Sales**	**Amount**	**Percent of Sales**	**Amount**	**Percent of Sales**
Gross Sales	$~~666,987.97~~639,269.40	100.0%	$~~639,269~~671,630.40	100.0%	$~~671,630.40~~703,628.12	100.0%
COGS	-$~~208,409.99~~195,551.31	-~~31.2~~30.6%	-$~~195,551.31~~205,193.64	-30.6%	-$~~205,193.64~~211,020.56	-30.~~6~~0%
Wages and Taxes	-$~~162,935.81~~168,507.75	-~~24~~26.4%	-$~~168,507.75~~157,395.95	-~~26~~23.4%	-$~~157,395.95~~168,361.06	-23.~~4~~9%
Rent	-$~~55,051.89~~57,718.74	-~~8.3~~9.0%	-$~~57,718.74~~59,494.89	-8.9~~.0~~%	-$~~59,494.89~~61,387.06	-8.~~9~~7%
Other Operating Expenses	-$~~63,753.46~~61,914.12	-9.~~5~~6%	-$~~61,914.12~~70,746.76	-~~9.6~~10.5%	-$~~70,746.76~~74,588.47	-10.~~5~~6%
EBITDA	**$~~176,836.82~~155,577.48**	**~~26.6~~24.4%**	**$~~155,577.48~~178,799.16**	**~~24.4~~26.6%**	**$~~178,799.16~~188,270.97**	26.~~6~~8%
Addback Owner Expenses	+$~~20,888.01~~18,731.72	~~3.1~~2.9%	+$~~18,731.72~~25,119.66	~~2.9~~3.7%	+$~~25,119.66~~23,234.09	3.~~7~~3%
Adjusted EBITDA	**$~~197,724.83~~174,309.20**	**~~29.7~~27.3%**	**$~~174,309.20~~203,918.82**	**~~27~~30.3%**	**$~~203,918.82~~211,505.06**	30.~~3~~1%
5% Royalty (illustration only)	-$~~33,349.40~~31,963.47	-5.0%	-$~~31,963.47~~33,581.52	-5.0%	-$~~33,581.52~~35,181.41	-5.0%
3% Brand Fund Contribution (illustration only)	-$~~20,009.64~~19,178.08	-3.0%	-$~~19,178.08~~20,148.91	-3.0%	-$~~20,148.91~~21,108.84	-3.0%

Adjusted EBITDA with Royalty and Brand Fund Fees (illustration only)	**$~~144,365.79~~123,167.65**	**~~21.6~~19.3%**	**$~~123,167.65~~150,188.39**	**~~19.3~~22.4%**	**$~~150,188.39~~155,214.81**	22.**4**1%

Greeley, Colorado

	20145 (Jan 1 – Dec 31)		**201~~5~~6** (Jan 1 – Dec 31)		**201~~6~~7** (Jan 1 – Dec 31)	
	Amount	**Percent of Sales**	**Amount**	**Percent of Sales**	**Amount**	**Percent of Sales**
Gross Sales	$~~639,853~~760,094.20	100.0%	$~~760,094.20~~779,093.80	100.0%	$~~779,093.80~~863,468.53	100.0%
COGS	-$~~210,818.70~~268,878.28	-~~32.9~~35.4%	-$~~268,878.28~~224,219.78	-~~35.4~~28.8%	-$~~224,219.78~~279,235.35	-~~28.8~~32.3%
Wages and Taxes	-$~~167,643.93~~211,912.73	-~~26.2~~27.9%	-$~~211,912.73~~226,671.59	-~~27.9~~29.1%	-$~~226,671.59~~238,550.72	-~~29.1~~27.6%
Rent	-$~~33,665.41~~25,527.95	-~~5.~~3.4%	-$~~25,527.95~~28,165.81	-3.4~~6~~%	-$~~28,165.81~~29,898.42	-3.6~~5~~%
Other Operating Expenses	-$~~74,289.98~~94,484.89	-~~11~~12.5%	-$~~94,484.89~~86,782.08	-~~12.5~~11.1%	-$~~86,782.08~~114,976.98	-~~11.1~~13.3%
EBITDA	**$~~153,435.18~~159,290.35**	**~~24.1~~20.8%**	**$~~159,290.35~~213,254.54**	**~~20.8~~27.4%**	**$~~213,254.54~~200,807.06**	**~~27.4~~**23.3%
Addback Owner Expenses	+$~~6,981.55~~9,701.84	1.~~1~~3%	+$~~9,701.84~~2,338.23	~~1~~0.3%	~~+$~~-$2,~~338.23~~655.83	0.3%
Adjusted EBITDA	**$~~160,416.73~~168,992.19**	**~~25.2~~22.1%**	**$~~168,992.19~~215,592.77**	**~~22.1~~27.7%**	**$~~215,592.77~~203,462.89**	**~~27.7~~23.6%**
5% Royalty (illustration only)	-$~~31,992.66~~38,004.71	-5.0%	-$38,~~004.71~~954.69	-5.0%	-$~~38,954.69~~43,173.43	-5.0%
3% Brand Fund Contribution (illustration only)	-$~~19,195.60~~22,802.83	-3.0%	-$~~22,802.83~~23,372.81	-3.0%	-$~~23,372.81~~25,904.06	-3.0%
Adjusted EBITDA with Royalty and Brand Fund Fees (illustration only)	**$~~109,228.47~~108,184.65**	**~~17.1~~14.2%**	**$~~108,184.65~~153,265.27**	**~~14.2~~19.7%**	**$~~153,265.27~~134,385.41**	**~~19.7~~15.6%**

Notes:

1. Operating History. The Company-Owned outlets began operation of their Inta Juice Businesses in the following years: Loveland: 2005; Longmont: 2004; and Greeley: ~~October~~ 2006. It may take some time for a new Inta Juice Business to establish itself in its marketplace, especially in locations where the brand may be unfamiliar. You should expect lower revenues during the early period of your operations. There is no assurance you'll do as well.

2. Gross Sales. "Gross Sales" means the total of all revenues and income from the sale of all Inta Juice Business food products, beverages and other related merchandise, products, and services to your customers whether or not sold or performed at or from the Inta Juice Businesses, and whether received in cash, coupon, in services in kind, from barter and/or exchange, on credit (whether or not payment is received) or otherwise.

3. Other Operating Expenses. These expenses include various items such as advertising, utilities, repairs, insurance, credit card fees and general/administrative expenses. They do not include non-operating expenses like interest, tax, depreciation, and amortization.

4. EBITDA. "EBITDA" means the net profits before interest, tax, depreciation, and amortization.

5. Owner Expenses~~.~~ and Parking Lot Replacement. Certain expenses are incurred by the Company-Owned outlets that may not be incurred by franchisees. These expenses include owner draws and automotive and travel expenses that are not related to the operation of the business. In addition, the Loveland, Colorado outlet incurred an unusual and non-recurring non-operating expense when it replaced a parking lot in 2017, costing $18,520. These expenses have been added back to EBITDA in order to more closely emulate the operations of franchised Inta Juice Businesses, and the resulting calculation is presented as Adjusted EBITDA.

6. Franchise Related Adjust~~e~~ments. The illustrative adjustments of adding a Royalty and Brand Fund Contribution ("Franchise Related Adjustments") in the tables above present financial projections. These projections are based on historical information. Certain assumptions and bases were made for these projections and we present these assumptions below. Any change in these assumptions would require material alterations to the projections.

   Assumptions:

   a. Added Expenses. In making the Franchise Related Adjustments, we assumed that any additional expenses would not have a direct or indirect material effect on revenue or other expenses.

We have provided this information to help you make a more informed decision. You should not use this information as an indication of how your specific Inta Juice Business may perform. The success of your Inta Juice Business will depend largely on your individual abilities and your market. You should conduct your own independent research and due diligence to assist you in preparing your own projections.

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

Other than the preceding financial performance representation, we do 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 Shannon Peter at 2108 35th Ave. #B, Greeley, CO 80634; ~~info@intajuicefranchise.com;~~info@intajuicefranchise.com; 970-699-5110; or the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For Years ~~2014 – 2016~~2015 –2017

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	201~~4~~5	0	0	0
	201~~5~~6	0	0	0
	201~~6~~7	0	0	0
Company-Owned(1)	201~~4~~5	4	4	0
	201~~5~~6	4	4	0
	201~~6~~7	4	~~4~~5	~~0~~+1
Total Outlets	201~~4~~5	4	4	0
	201~~5~~6	4	4	0
	201~~6~~7	4	~~4~~5	~~0~~+1

(1) These stores are owned by entities owned by our principals.

Table No. 2

Transfers from Franchisees to New Owners (other than the Franchisor)
For Years ~~2014 – 2016~~2015 – 2017

State	Year	Number of Transfers
Totals	201~~4~~5	0
	201~~5~~6	0
	201~~6~~7	0

Table No. 3

Status of Franchised Outlets
For Years ~~2014 - 2016~~2015 - 2017

State	Year	Outlets at Start of the Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Total	201~~4~~5	0	0	0	0	0	0	0
	201~~5~~6	0	0	0	0	0	0	0
	201~~6~~7	0	0	0	0	0	0	0

Table No. 4

Status of Company-Owned Outlets
For Years ~~2014 - 2016~~2015 - 2017

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Colorado(1)	201~~4~~5	3	0	0	0	0	3
	201~~5~~6	3	0	0	0	0	3
	201~~6~~7	3	~~0~~1	0	0	0	~~3~~4
Wyoming(1), (2)	201~~4~~5	1	0	0	0	0	1
	201~~5~~6	1	0	0	0	0	1
	201~~6~~7	1	0	0	0	0	1
Total Outlets	201~~4~~5	4	0	0	0	0	4
	201~~5~~6	4	0	0	0	0	4
	201~~6~~7	4	~~0~~1	0	0	0	~~4~~5

(1) These stores are owned by entities owned by our principals.
(2) This store is co-branded with Subway Sandwiches store.

Table No. 5

Projected Openings as of
December 31, 201~~6~~7

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
~~Arizona~~	~~0~~	~~1~~	~~0~~
Arkansas	0	1	0
Colorado	0	1	~~0~~1
Minnesota	0	1	0
Total	0	~~4~~3	~~0~~1

~~There are currently four~~As of the Issuance Date, there is one Inta Juice Business~~es~~ that operate~~s~~ under a license agreement~~. These locations are~~ with our affiliate, IJ Acquisitions. This location is not included in the charts above. ~~They are~~It is located in ~~Arizona, Arkansas, Colorado and~~ Minnesota.

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit D. The name and last known address and telephone number of every current franchisee and every franchisee who has had an Inta Juice Franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one year period ending December 31, 201~~6~~7, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit D. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with Inta Juice. You may wish to speak with current and former franchisees, but know that not all such franchisees can communicate with you. If you buy an Inta Juice Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific Franchise organizations.

ITEM 21
FINANCIAL STATEMENTS

Exhibit C contains the financial statements required to be included with this Franchise Disclosure Document: ~~unaudited opening balance sheet as of August 31, 2017. Our fiscal year end is September 30~~audited financial statements as of December 31, 2017. The franchisor has not been in business for three (3) years or more, and therefore cannot include the same financial statements as a franchisor that has been in business for three (3) or more years. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

Exhibit A Franchise Agreement

Exhibit B	Area Development Agreement
Exhibit F	Franchise Disclosure Questionnaire
Exhibit H	State Addenda and Agreement Riders
Exhibit I	Contracts for use with the Inta Juice Franchise

ITEM 23
RECEIPT

The last pages of this Franchise Disclosure Document, Exhibit J, are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

FRANCHISE AGREEMENT

EXHIBIT A

Inta Juice Franchising LLC

FRANCHISE AGREEMENT

Franchise #: ______________________________

Franchisee: ______________________________

Date: ______________________________

Territory:______________________________

____

Inta Juice
Franchise Agreement

TABLE OF CONTENTS

ATTACHMENTS:

INTA JUICE
FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made by and between Inta Juice Franchising LLC, a Colorado limited liability company headquartered at 2108 35th Avenue, #B Greeley, Colorado 80634 ("we" or "us"), and the franchisee identified on the signature page of this Agreement ("you") as of the date specified as the "Effective Date" on the signature page. In consideration of the following mutual promises, the parties agree as follows:

1. RECITALS

1.01 System and Marks. We have the right to use and to license to our franchisees a proprietary and distinctive system (the "System") relating to the establishment and operation of Inta Juice businesses ("Inta Juice Business(es)") which make and sell fruit smoothies, fresh vegetable blends, wheat grass and other healthy snacks. We also have the right to use and to license to our franchisees certain service marks, trademarks, trade names, trade dress, logos, slogans and commercial symbols used to identify the Inta Juice Business or particular items and services offered (collectively, the "Marks").

1.02 Desire to Franchise. You desire, upon the terms and conditions set forth in this Agreement, to obtain a license to use the System and Marks in the establishment and operation of an Inta Juice Business to engage in the business of making and selling fruit smoothies, fresh vegetable blends, wheat grass, and other healthy snacks ("Inta Juice Franchises" or "Franchises"). We are willing, upon the terms and conditions set forth herein, to license you to establish and operate the Franchise using the Marks and the System in an Inta Juice Business at a premises. Unless the context indicates otherwise, capitalized terms have the meaning ascribed to them in this Agreement.

2. GRANT AND LIMITATIONS

2.01 Grant of Franchise. Subject to all of the terms and conditions in this Agreement, we grant to you, and you accept, the license, the Franchise, to use the System and the Marks in connection with the establishment and operation of a Franchise at an Inta Juice Business situated at the specific location ("Premises") set forth in Attachment A to this Agreement.

2.02 Limitations on Grant.

(a) System Standards. The Franchise granted by this Agreement is limited to the operation of an Inta Juice Business in strict accordance with the provisions of this Agreement and the standards we specify in writing, as periodically amended, modified, supplemented or deleted, which we impose on our franchisees in connection with participation in the System, including all mandatory and suggested specifications, policies, rules, techniques and procedures we promulgate about System operation usage (collectively, the "System Standards"). You have no rights under this Agreement to use, and you will not use, the System, Marks or Premises in connection with any other business, activities, or unapproved items or services.

(b) Trade Name. The Franchise granted by this Agreement is limited to establishment and operation of the Franchise only under the trade name "Inta Juice" or other trade name that we expressly authorize or require in writing. You will not adopt alternative, additional or secondary trade names unless you have our prior express written consent.

(c) Location Approval by Us and Local Municipality. The Franchise granted by this Agreement is limited to a single Inta Juice Business at the Premises. The Inta Juice Business must be located at the Premises. If a particular site has not been selected and approved at the time this Agreement is signed, Attachment A will describe the Premises in general terms. In that case, after we have approved a location for your Inta Juice Business, we will unilaterally modify Attachment A and the specific address of that location will automatically become the Premises as if originally set forth in Attachment A instead of the general description. You have no rights under this Agreement to use, and you will not use, the System or Marks at any other location, without our prior express written consent. You will not relocate the Inta Juice Business without our prior express written consent. You acknowledge that you are not guaranteed any certain Inta Juice Business sites or other location for the operation of the Inta Juice Business. You acknowledge that our approval of a location for the Inta Juice Business is not a representation or warranty that the Inta Juice Business will be successful.

(d) No Sub-Franchising. You have no rights under this Agreement to grant, and you will not grant, any sub-franchise or sub-license of all or part or the System or Marks.

2.03 Non-Exclusive License. During the term of this Agreement, neither we nor any of our affiliates will establish or operate, or franchise any entity to establish or operate, an Inta Juice Business using the Marks and System at any location within the market area described in Attachment A ("Territory"). Otherwise, the Franchise is nonexclusive. You must follow our off site policies and procedures in our brand standards manual, which may allow you to provide catering and delivery services outside of your Territory. We may impose restrictions in the future that prevent you from providing catering and delivery services outside of your Territory, provided you do not provide them in another franchisee's territory. You may not sell products or services, or advertise products or services, within another franchisee's Territory. Other than the limited rights expressly granted to you under this Agreement, we (on behalf of ourselves and our affiliates) reserve all rights to use the Marks and System, including the following rights, in any manner and on any terms and conditions we deem advisable, and without granting you any rights, accommodation or compensation:

(a) to own, acquire, establish and/or operate, and license others to establish and operate businesses using the Marks and System outside the Territory, regardless of the proximity to your Inta Juice Business (even if there may be some impact to your Inta Juice Business within the Territory);

(b) to own, acquire, establish and/or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, at any location within or outside the Territory (even if these businesses are in competition with you);

(c) to use the Marks and the System to sell any products or services, similar to those which you will sell, through any alternate channels of distribution within or outside of the Territory. This includes, but is not limited to, other channels of distribution such as television, catalog sales, telemarketing, and wholesale to unrelated retail outlets or over the Internet. We reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce, except in accordance with our brand standards manual and online or social media policies;

(d~~(c~~) to sell or distribute, at retail or wholesale or otherwise, directly or indirectly, or license others to sell or distribute, any food products, including proprietary food products, under the Marks or any other marks, through grocery stores, convenience stores, hotel shops and kiosks, theaters, malls, airports, gas stations, college campuses, sports venues, or other retail locations within or outside the Territory;

~~(d) to use the Marks and the System to sell any products or services, similar to those which you will sell, through any alternate channels of distribution within or outside of the Territory. This includes, but is not limited to, other channels of distribution such as television, catalog sales,~~

~~telemarketing, and wholesale to unrelated retail outlets or over the Internet. We reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce, except in accordance with our brand standards manual and online or social media policies;~~

(e) to use and license the use of other proprietary and non-proprietary marks or methods, which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering fruit smoothies, fresh vegetable blends, wheat grass, and healthy snacks and related products and services, at any location, including within the Territory, which may be similar to or different from the Inta Juice Business operated by you;

(f) to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Inta Juice Business, wherever located;

(g) to acquire and convert to the System, any businesses offering products similar to those offered by Inta Juice Businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned and whether located inside or outside of the Territory, provided that in such situations the newly acquired businesses may not operate under the Marks in the Territory; and

(h) to implement multi-area marketing programs which may allow us or others to solicit or sell, to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within your Territory. We do not pay compensation for soliciting or accepting orders inside your Territory.

2.04 Owners Agreement. To induce us to enter into this Agreement, all persons with a direct or indirect ownership interest in the Franchise, and their spouses, must sign and deliver to us the Owners Agreement in the form attached to this Agreement as Attachment C. If you are an entity, each individual owner (i.e., each natural person holding a direct or indirect ownership interest in you) and their spouses must sign the Owners Agreement in the form attached to this Agreement as Attachment C. Any future persons and their spouses must sign and deliver revised versions of Attachment C as a condition of, and in order to reflect any permitted changes in ownership in connection with any permitted transfer of ownership under this Agreement.

3. TERM AND EXTENSION

3.01 Term. The term of this Agreement begins on the Effective Date and will continue for one period of five years, unless terminated sooner by either party. You have no rights under this Agreement to use, and you will not use, the System or Marks after expiration or termination of this Agreement. Some of your duties and obligations under this Agreement will survive after expiration or termination of this Agreement as provided herein.

3.02 Successor Franchise Rights. If you meet all of the conditions specified in Section 3.03, we will offer you up to two successor franchise agreements, each with a term of five years to become effective following the expiration of this Agreement.

3.03 Conditions to Successor Franchise. To qualify for an offer of a successor franchise agreement, you must timely satisfy all of the following conditions:

(a) At least six months (but no more than nine months) before the end of the term of this Agreement, you must give us written notice of your request for an extension of franchise rights.

(b) At least two months (but no more than six months) before the end of the term of this Agreement, you must upgrade your Inta Juice Business to make it consistent with the then-current System Standards for new Inta Juice Businesses.

(c) At the time that you give notice of your request for an extension and at the end of the initial term, you must not be in default under this Agreement or any other agreement with us or any of our affiliates, and you must have substantially complied with all the provisions of this Agreement and of any other agreements with us or any affiliate during their respective terms.

(d) At least one month before the end of the term of this Agreement, you must sign the then-current version of our standard franchise agreement and related documents (including, but not limited to, an Owners Agreement or similar guaranty) for similar units, to become effective upon the expiration of this Agreement, and you must pay us a renewal fee of $5,000. You acknowledge that the terms and conditions of that agreement may be materially different from this Agreement, and they might not be as favorable to you. However, you will not be required to pay the then-current initial franchise fee. You will have one additional option to extend the Franchise under the same terms and conditions set forth herein; and the Territory will be the same as under this Agreement.

(e) At the end of the term, you (and/or your Designated Manager, if we require) must satisfy our then-current qualification and training requirements.

(f) At least one month before the end of the initial term, you (and your owners, if we require) must sign and deliver to us a general release, in a form we will provide, of all claims you or your owners may have against us and any of our affiliates (and our and their respective officers, directors, partners, owners, agents, and employees).

4. YOUR DEVELOPMENT OBLIGATIONS

4.01 Site Selection. You will be solely responsible for locating and obtaining a suitable site for your Inta Juice Business, which we have the right to approve. Before entering into a lease agreement or other binding agreement to acquire the proposed site, you must: submit to us a written description of the proposed site for our approval; provide us with other information regarding the proposed site according to the System Standards or as we reasonably request; and verify to us in writing that the proposed site meets our site selection criteria. Within 30 days of our receipt of all such information, we will then approve or disapprove the proposed site. If we disapprove of the proposed site, you must select an alternate site and repeat the site approval process until we have approved a proposed site for your Inta Juice Business. You acknowledge and agree that our approval of a site does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the site for an Inta Juice Business or for any other purpose. Different jurisdictions have specific requirements that must be met before you can open an Inta Juice Business at a given location. It is your responsibility, prior to signing a lease, to make sure the location and the ability to operate an Inta Juice Business as a franchisee at that location is approved by the governing jurisdiction. Our approval of the site indicates only that we believe that a site falls within the acceptable site selection criteria as of that time. You must identify the site for your Inta Juice Business within 60 days after signing this Agreement and purchase or lease the site within 120 days after signing this Agreement.

4.02 Lease Provisions. After we have approved a proposed site, you must then lease or purchase the approved site. If you will lease the site, your lease must include certain provisions for our protection. You must provide us with a copy of your proposed lease agreement for our review and approval before you sign it. You must not sign the proposed lease agreement until after you have our express written approval. Your landlord may require you and, if you are an entity, your owners, and spouses to sign a personal guaranty. Any lease relating to the Premises must contain the following provisions in contractual language acceptable to us:

(a) The use of the leased Premises will be restricted solely to the operation of an Inta Juice Business.

(b) The landlord, upon termination or expiration of the lease, ~~consents~~shall allow us to ~~the tenant's removal (at the tenant's expense)~~remove any of the ~~exterior and interior signs and~~Marks, signage, trade dress or trade fixtures~~, so long as the tenant makes repairs caused by the removal of these items~~ related to the System. .

(c) The landlord will provide to us (at the same time they are sent to the tenant) a copy of all ~~lease amendments and assignments, and a copy of all letters and~~ notices sent to the tenant relating to the lease or the leased Premises.

(d) We will have the right to enter the leased Premises upon the expiration or termination of the lease to make any modifications or alterations, at our own cost, necessary (in our opinion) to protect the System and the Marks~~ and to cure, within the time periods provided by the lease, any default under the lease, all without being guilty of trespass or other tort~~.

~~(e~~(e) We will have the right to cure, within the time periods provided by the lease plus an additional ten day period, any default under the lease, all without being guilty of trespass or other tort.

(f) The tenant may assign the lease to us~~ (or~~, our ~~designee) with~~affiliates and designees and any of our franchisees without the landlord's further consent~~ (which consent will not be unreasonably withheld)~~ and without payment of any assignment fee or similar charge or increase in any rent. The tenant will remain solely responsible for all obligations, debts and payments under the lease accruing before the effective date of any assignment to us (or our designee).

(~~f) The~~g) You and the landlord will not amend or otherwise modify the lease in any manner that would affect any of the foregoing requirements without our prior written consent (which will not be unreasonably withheld).

(~~g~~h) The total possible term of the lease (including the initial term and all renewal terms that are at the tenant's option) must be for at least five years.

~~(h) Upon expiration or termination of this Agreement, we (or our designee) will have the right to an assignment of the lease with the landlord's consent (which consent will not be unreasonably withheld) and without payment of any assignment fee or similar charge or increase in any rent. The tenant will remain solely responsible for all obligations, debts and payments under the lease accruing before the effective date of any assignment to us (or our designee).~~

4.03 Construction, Remodeling and Build-out. Promptly after obtaining possession of the approved site for the Inta Juice Business, you will: (a) have prepared and submit to us for approval plans for the construction, build-out or remodeling of the site consistent with the System Standards and applicable law, if you are unable to use our standard plans; provided, that any altered plans must be submitted to us and receive our approval before such plans can be used. You acknowledge that our review of your amended plans is not meant to assess any compliance with applicable laws, regulations and/or building codes, all of which is your responsibility at your sole expense; (b) obtain all required permits, licenses, and zoning variances; (c) complete the construction, build-out, and/or remodeling of the Inta Juice Business Premises consistent with the approved plans, the System Standards, and applicable law; (d) purchase or lease and install all required equipment, furnishings, fixtures, signs and décor as required by this Agreement and the System Standards; (e) obtain all customary contractors sworn statement and waivers of liens; and (f) otherwise prepare the Inta Juice Business for opening for business as required by this Agreement and the System Standards.

4.04 Furnishings, Fixtures, Equipment and Signs. You must purchase, lease or otherwise use in the establishment and operation of the Inta Juice Business all of the furnishings, fixtures, equipment and signs that we have approved as meeting our specifications and standards for quality, design, appearance, function and performance, and only these items. You must purchase or lease approved brands, types or models of furnishings, fixtures, equipment, and signs only from suppliers designated or approved by us and according to System Standards. You agree to place or display at the Inta Juice Business only the signs, logos and display materials that we have approved. After your Inta Juice Business has been built out, equipped and decorated according to System Standards, you will not make any material alteration to the Premises, furnishings, fixtures, equipment or signs without our prior express written approval.

4.05 Inventory and Supplies. You must purchase and stock in the Inta Juice Business all of the required inventory and supply items, in an adequate mix and quantity of each, all according to the System Standards. Such inventory and items shall be purchased from the suppliers we designate or approve, which may include or be limited to us or our affiliates.

4.06 Commencement of Inta Juice Business. Unless we agree in writing to a later opening date, you must open the Inta Juice Business and begin business within 12 months after the Effective Date of this Agreement. Before opening the Inta Juice Business, you must comply with all of your applicable development and operating obligations under this Agreement, including: (a) obtain all required permits and licenses; (b) properly complete all construction, remodeling and build-out of the Inta Juice Business; (c) properly complete installation of all furnishings, fixtures, equipment and signs; (d) properly display and stock all required inventory and supplies; (e) successfully complete the initial training program; (f) provide to us proper evidence of required insurance coverage; and (g) provide to us any other information or documents relating to the Inta Juice Business's readiness for opening or your compliance with applicable System Standards. You must obtain our written approval before opening the Inta Juice Business, and you must schedule the opening on a mutually convenient date. If you do not open your Inta Juice Business within 12 months after the execution of this Agreement, this Agreement may be terminated.

4.07 Relocation. If your Inta Juice Business's lease expires or terminates without your fault or if the site is condemned, destroyed or otherwise rendered unusable, you must seek our approval to relocate the Inta Juice Business to a new location that meets our then-current site selection criteria, subject to the territorial rights of other Inta Juice Businesses operated by franchisees or our affiliates. You must reimburse us for our reasonable expenses from any third party providers, must open for business within 120 days of the date your Inta Juice Business closes and you must comply with all of the requirements of this Section 4 with regard to any relocation.

5. YOUR OPERATING OBLIGATIONS

5.01 Compliance with System Standards. You will maintain high standards of quality, appearance and operation for the Inta Juice Business. For the purpose of enhancing the public image and reputation of the businesses operating under the System and for the purpose of increasing the demand for items and services associated with the Marks, you will comply in good faith with all System Standards, including those contained in the confidential brand standards manual ("Brand Standards Manual"). You will operate and maintain the Inta Juice Business solely in the manner and pursuant to the standards prescribed herein, in the Brand Standards Manual and in other materials we provide to you. Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Brand Standards Manual or other written materials. The Brand Standards Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

5.02 Compliance with Sound Business Practices. You will at all times operate the Inta Juice Business diligently and in a manner which is consistent with sound business practices. You will at all times maintain working capital and a net worth which is sufficient, in our opinion, to enable you to fulfill properly all of your responsibilities under this Agreement. You will pay all of your debts and obligations incurred in the operation of the Inta Juice Business as these debts and obligations become due. You will, in all dealings with us and our affiliates, your suppliers and customers, and public officials, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You will refrain from any business practice which may harm our Inta Juice Business, System or Marks, or other franchisees' Inta Juice Businesses. You will cause your affiliates, employees, owners, representatives and agents to strictly comply with the provisions of this Agreement.

5.03 Lease Compliance. You will comply with all of the terms of your lease, sublease, and other agreements authorizing use of the Premises, and will refrain from any activity which may jeopardize your right to remain in possession of, or to renew the lease or sublease for, the Premises. You will not amend or otherwise modify your lease without our express written consent.

5.04 Compliance with Laws. You will obtain and maintain in force, as and when needed, all governmental permits, licenses and approvals required by applicable law to establish and operate the Inta Juice Business at the Premises. You will pay when due (or properly and timely contest) all federal, state and local payroll, withholding, unemployment, permit, license, property, ad valorem, use, sales, gross receipts, income, property and other taxes, assessments, fees, charges, penalties and interest, which may be charged or levied against us as a result of your Inta Juice Business operations, and will file when due all required governmental returns, notices and other filings. You will conduct your Inta Juice Business operations under this Agreement in full compliance with all applicable laws, ordinances, regulations, rules, administrative orders, decrees and policies of any local, state, or federal government, governmental agency or department. You will notify us promptly if you obtain any information that any aspect of the System does not comply with any applicable law, rule or regulation.

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

If applicable law implies a covenant of good faith and fair dealing in this Agreement, you and we agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

5.05 Inta Juice Business Image. You will at all times maintain your Inta Juice Business according to the System Standards, including those standards prescribed in the Brand Standards Manual, such as standards and specifications relating to the safety, maintenance, cleanliness, sanitation, function and appearance of the Inta Juice Business and your equipment and signs, as well as the requirement that the employees of the Inta Juice Business will be required to wear uniforms and to maintain a standard of appearance while employed at the Business. You will maintain and operate the Inta Juice Business in a good, clean, wholesome manner.

5.06 Goodwill. You will use reasonable efforts to protect, maintain and promote the trade name "Inta Juice" (or other trade name we approve) and our distinguishing characteristics, the other Marks and the System. You will not permit or allow your officers, directors, owners, managers, employees, representatives or agents to engage in conduct which is unlawful or damaging to the goodwill or public image of the Marks or System. You will participate in all quality assurance, customer service and customer satisfaction programs we require in good faith. You will follow System Standards for identification of your operations and for you to avoid confusion on the part of customers, creditors, lenders, investors and the public as to the ownership and operation of the Franchise.

5.07 Quality and Customer Service Standards. All items and services you provide under this Franchise will be of high quality, and will conform to the quality and customer service standards we may establish from time to time.

5.08 Maintenance of Inta Juice Business. You will install and maintain at the Inta Juice Business, at your expense, all furnishings, fixtures, equipment, and signs as required by the System Standards. You will not install or permit to be installed on or about the Premises any furnishings, fixtures, equipment, signs, décor, vending machines, video games, or the like that we have not previously approved. You will maintain the Premises, and all furnishings, fixtures, equipment and signs in a clean, attractive condition, and in good working order and repair. If we notify you of any deficiency as to the general state of repair or appearance of the Premises, furnishings, fixtures, equipment, signs or décor, you must undertake the action we reasonably specify to correct the deficiency within the time period we specify.

5.09 Refurbishing the Inta Juice Business. Within six months after our request, you will: (a) remodel, redecorate, and refurbish the Business at your expense, to conform to the décor, color schemes, and presentation of trademarks and service marks consistent with our then-current image; and (b) upgrade, modify and/or replace furnishings, fixtures and equipment to conform to our then-current System Standards. You will not be required to make significant capital expenditures in this regard during the first three years of the term of this Agreement, but you may be required to purchase equipment necessary to offer and sell new items or services.

5.10 Approved Items and Services. You will offer all approved items and services pursuant to the System Standards at the Inta Juice Business, and no other items or services. You will prepare and offer for sale all required menu items using the recipes, ingredients, serving sizes, decorations, nomenclature and presentation exactly in accordance with the System Standards. If you desire to offer any unapproved items or services, you must first obtain our prior express written consent. You will be required to submit to us any information, specifications and samples of the unapproved items or services. We will notify you in writing within 60 days after receiving all requested information and materials whether or not you are authorized to use or sell the authorized product or service or to purchase or lease the product or service from that supplier or provider. You will refrain from deviating from System Standards by the offer, sale or use of any non-conforming items or services, without our prior express written consent. You will not sell any items offered by the Franchise outside of the Inta Juice Business including, as an example, by food truck or catering services, without our express written consent.

5.11 Purchasing. You will purchase or procure certain designated items (including furnishings, fixtures, equipment, signs, inventory and supplies) and services in compliance with any minimum standards or specifications we may periodically establish, and from only the suppliers that we approve which may include or be limited to us or our affiliates. You may purchase or procure any other approved items or services for the Franchise from any competent source, so long as the items and services meet or exceed the System Standards. You will maintain at the Inta Juice Business, at your expense, the mix and quantity of inventory and supplies as required by the System Standards.

5.12 Computer and Communications System. You will, at your expense, purchase and maintain any point-of-sale system, cash register, computer hardware and software, communication equipment, communication services, Internet services (including the requirement to maintain a high speed internet connection), dedicated telephone and power lines, modems, printers, and other related accessories or peripheral equipment that we may specify for use in the Franchise. You will provide any assistance we require to connect your point-of-sale system or computer system with our computer system. We will have the right at any time to retrieve data and other information from your point-of-sale system or computer system as we, in our sole discretion, deem necessary or desirable. You shall ensure that we have access at all times to your point-of-sale system, at your cost. You will strictly comply with System Standards for all items associated with your point-of-sale system, computer system and communication equipment and services. You will keep the point-of-sale system, computer system and communication equipment in good maintenance and repair, and you will promptly install, at your expense, any additions, changes, modifications or substitutions to your point-of-sale system, computer hardware, software, communication equipment, telephone and power lines, and other related accessories or peripheral equipment, as we may specify periodically. We may require that you license from us proprietary software for use in the Franchise, and, if so, you will sign the software license agreement we specify, and you will comply with all of its terms and conditions. You will utilize the point-of-sale system, computer system and communication equipment and services in connection with the Franchise pursuant to the System Standards. You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree to comply with those reasonable new standards that we establish as if we periodically revised this Section for that purpose. We are not required to provide you with any ongoing maintenance, repairs, upgrades, or support for your computer system. We may, upon at least 30 days' advance written notice to you, assess a fee for website hosting by us, for central telephone services, future web-based System integration, and for other technology related services ("Technology Fee"), subject to an annual increase at our sole determination, but not more than ten percent (10%) per year.

5.13 Marketing.

(a) Marketing Programs. You will participate in all advertising, public relations, promotion, market research, and other marketing activities and programs we may implement for the System.

(b) Pre-Opening Advertising Program. You must spend at least $5,000 on local advertising, public relations, promotion, and other marketing activities in connection with your grand opening ("Start-Up Advertising Expense"). Such amount shall be spent before your Inta Juice Business opens and during its first 90 days of operation. Your grand opening marketing campaign must be approved by us before it can be conducted. You must submit to us proof of these expenditures within 30 days after your Inta Juice Business first opens for business. We reserve the right to execute the grand opening marketing on your behalf, and in such case, you will be required to pay the Start-Up Advertising Expense to us directly. The Start-Up Advertising Expense is nonrefundable.

(c) Local Advertising. In addition to the Brand Fund Contribution (defined in Section 8.03), you must spend an average of $100 per month on local advertising each year (the "Local Advertising Requirement"). If you fail to spend the Local Advertising Requirement, you will be required to pay the difference to us or, if established, the Brand Fund. Your marketing materials must use the Marks correctly, comply with System Standards and applicable law, and be expressly approved by us in writing before use. You will be responsible for the cost of design and production of any marketing materials. If you use advertising that has not been approved by us, you will be required to pay us $500 per incident, which will be either paid to us or deposited into the Brand Fund, once established. Upon our request, you will immediately stop using any marketing materials or programs that we, in our sole opinion, deem to be outdated, false, misleading, illegal, in violation of this Agreement, inconsistent with the System Standards, harmful to the System or Marks, or potentially harmful to the goodwill, reputation or customer relations of us or our franchisees or affiliates. At our request, all marketing and promotional materials used by you shall include specific language, such as "Franchises Available" and our System website address and telephone number.

(d) Press Releases. You will not issue any press release without our prior express written approval.

(e) Contributions and Donations. You will not make any contributions or donations of items, services or money to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf on any organization) in the name of the Franchise or otherwise associate with any Mark, without our prior express written consent.

(f) Marketing Approval. We may negotiate marketing programs with suppliers and obtain advertising allowances for doing so. We will review and approve advertising and your other approval requests under this Agreement and will notify you within 30 days from our receipt of the request and all pertinent information; however, our failure to notify you within this time frame will be deemed a refusal of your request. If you violate any provision of this Section, in addition to all other remedies available to us, you will pay an unauthorized advertising fee of $500 per occurrence to the Brand Fund to offset the damage caused by your breach.

(g) Local Advertising Cooperative. You agree that we may, in our sole discretion, designate any geographic area as a designated marketing area and require the formation of a dominant influence marketing fund ("Local Advertising Cooperative"), and determine whether a Local Advertising Cooperative is applicable to your Franchise. We may also require that any Local Advertising Cooperative be changed, dissolved or merged. You agree to participate in the Local Advertising Cooperative with other Inta Juice Businesses, in accordance with the Brand Standards Manual, if we establish a Local Advertising Cooperative that includes all or a majority of your Territory. In such an event, you will execute any membership agreement that we may require, which will be consistent for each Local Advertising Cooperative member.

5.14 Telephone. You will obtain a telephone number for exclusive use in connection with the Franchise, and this telephone number will be deemed to be our property.

5.15 Directory Listings. You will obtain and maintain at your expense white pages and yellow pages listings for the Inta Juice Business, as required by System Standards, and in the form provided by or expressly approved by us, in the principal telephone directory serving your Premises. If other Inta Juice franchisees are served by the same directory, we may require a group listing of all Franchisees in the area, and, in that case, the costs of the listing will be reasonably allocated among these Franchisees. You will timely pay your share of these costs.

5.16 Internet Listing. You will not, directly or indirectly, create or maintain an Internet web page, website address or Internet directory listing relating in any way to your Inta Juice Business, or which uses any Marks. You are prohibited from conducting any aspect of the Franchise through the Internet (except e-mail communications). You are strictly prohibited from promoting your Inta Juice Business and using the Marks in any manner on social media, networking, discount, blogs or other network communications or other online sites, including, but not limited to, Facebook, LinkedIn and Twitter, without our prior written consent. We have the right to review all content on any such online site.

5.17 Hours of Operation. You will keep the Inta Juice Business open and in normal operation for the minimum hours and/or days as required by the System Standards, to the extent consistent with local law and your lease.

5.18 Conferences. You or your owner or Designated Manager will attend each conference and pay any applicable conference fee, if and when we sponsor a conference. Mandatory training for franchisees or their managers may be held at a conference. The conference fee will be the same for all of our franchisees, but may be based on the number of Inta Juice Businesses each franchisee has or the number of attendees each franchisee sends to the conference. Conference fees are due 30 days prior to the conference. You will receive reasonable notice of each conference. You will be responsible for all travel, transportation, lodging, meals, and incidental expenses and compensation of the people you send to any conference.

5.19 Notification of Legal Proceedings. You will notify us in writing within five business days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, of which you become aware and which may adversely affect the operation or financial condition of the Inta Juice Business.

Upon the occurrence of a Crisis Management Event, you shall without delay inform us by telephone and email. "Crisis Management Event" means any event that occurs at or about the Franchise that has or may cause harm or injury to customers or employees. Examples include, but are not limited to, food contamination, food spoilage/poisoning, food tampering, contagious diseases, natural disasters, terrorist acts, shootings, or any other circumstance which may damage the System, Marks, or image or reputation of the Inta Juice Business, Franchise System or us. You will cooperate fully with us with respect to our response to the Crisis Management Event. In the event of the occurrence of a Crisis Management Event, we may also establish emergency procedures which may require you to temporarily close the Inta Juice Business to the public, in which event we shall not be liable to you for any loss or costs, including consequential damages or lost profits occasioned thereby.

5.20 Customer List. You will protect the privacy of your customers by keeping their personal information confidential. You will not disclose customer information to anyone other than your employees and us without our prior written consent.

5.21 Non-Competition. You (and, if you are an entity, your owners, officers and directors) and your managers will not engage in, assist, acquire, advise, consult with, be employed by, own, or become associated in any way with any business whose methods of operation, trade dress or business concept is the same as or similar to that of the System or the Marks, or which offers fruit smoothies, and other healthy snacks, other than the Franchise, without our prior express written consent. You will not solicit or otherwise induce our employees or the employees of any of our affiliates or other franchisees to leave their employment. You will not divert or attempt to divert any business or customer of us or any of our affiliates or franchisees to any competitor.

5.22 Uniforms. You will require your managers and other employees to wear uniforms as required by our System Standards.

5.23 Confidentiality and Non-Competition Agreements. Any Designated Manager and, if you are an entity, an officer that does not own equity in the franchisee entity, must sign the "System Protection Agreement," the form of which is attached within Exhibit I to our Franchise Disclosure Document. All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a confidentiality agreement (unless they already signed a System Protection Agreement); the current form of our approved confidentiality agreement is attached within Exhibit I to our Franchise Disclosure Document.

5.24 Customer Satisfaction. You will use your best efforts to ensure customer satisfaction; use good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors; respond to customer complaints in a courteous, prompt and professional manner; use your best efforts to promptly and fairly resolve customer disputes in a mutually agreeable manner; and take such actions as we deem necessary or appropriate to resolve customer disputes. We may remedy any issues with your customers in our sole discretion including reimbursement of any fees paid to you. You are responsible to reimburse us for all costs we incur in serving a customer of your Franchise.

5.25 Staffing. You must hire and supervise efficient, competent, and courteous persons as your employees for the operation of your Franchise. You must require all your employees to work in clean uniforms approved by us, but furnished at your cost or the employees' cost as you may determine. You understand and acknowledge it is your responsibility to hire and supervise a satisfactory number of employees in order to efficiently operate the Premises and meet your obligations under this Agreement. You alone are responsible for all employment decisions and functions of your Franchise, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, safety, work conditions, assignments, taxes, schedules, personnel policies, benefits, recordkeeping, supervision, discipline of employees and compliance with all workplace laws, regardless of whether you have received advice from us on these subjects or not. We will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, safety, work conditions, assignments, taxes, schedules, personnel policies, benefits, recordkeeping, supervision, discipline of employees and compliance with all workplace laws, and you agree to indemnify us for any such liabilities we incur. You agree to inform each of your employees that you alone are their employer, and that we are not. You agree to explain to your employees and contractors the respective roles of a franchisor and franchisee and our relationship with you, and you will request that your employees and contractors sign any acknowledgement or disclosure explaining the differences between us and you, their employer or contractor. At no time will you or your employees be deemed to be employees of us or our affiliates and we are not a joint employer of those persons. We will have no obligation to direct your employees or to operate the Inta Juice Business. Upon our request, you and each employee will sign an employment relationship acknowledgement form within seven days stating that you alone are the employer and operate your Franchise. You will use your legal name on all documents for use with employees and contractors, including but not limited to, employment applications, time cards, pay checks and employment and independent contractor agreements and will not use the Marks on these documents. You will also post a conspicuous notice to employees to explain that you are a franchisee and that your employees are employed by you and not by us.

5.26 Privacy. You agree to comply with all applicable laws pertaining to the privacy of customer, employee, and transactional information ("Privacy Laws"). You also agree to comply with our standards and policies pertaining to Privacy Laws. If there is a conflict between our standards and policies pertaining to Privacy Laws and actual applicable law, you will: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You agree not to publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to said policy.

5.27 Methods of Payment and Data Security. You agree to maintain, at all times, credit-card relationships with the all credit card vendors, such as credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, merchant service providers, and electronic-fund-transfer systems that we may periodically designate as mandatory. The term "credit card vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet"). You agree not to use any credit card vendor for which we have not given you our prior written approval or as to which we have revoked our earlier approval. We have the right to modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke our approval of any service provider.

You agree to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that we may reasonably specify. Among other things, you agree to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

5.28 Advisory Councils. ~~You agree that we reserve the right to form one or more advisory councils or similar organizations, and if we so require, you shall participate in and become a member of such advisory councils or similar organizations.~~ We currently do not have, but may form, an advisory council to advise us on advertising policies and to provide input regarding the Brand Fund and to promote communications between us and all franchisees. If the advisory council is formed, we will establish bylaws, which will specify the manner in which members are selected. We reserve the right to grant to the advisory council any operation or decision-making powers that we deem appropriate. We reserve the right to form, change, or dissolve the Council, in our sole discretion.

6. PREMISES MANAGEMENT

6.01 Management. At all times during the term of this Agreement, either you must directly operate your Inta Juice Business or designate a manager who meets our educational, managerial and business experience standards, and who will devote full time, energy, attention and best efforts to the management and operation of the Inta Juice Business ("Designated Manager"). If you are an individual, you may serve as the Designated Manager. If you are an entity, an owner, officer or other qualified employee may serve as the Designated Manager. We do not require that the Designated Manager have an ownership interest in the legal entity of the Franchise owner. You will designate to us in writing the identity of your initial Designated Manager as soon as possible after the Effective Date of this Agreement. You will designate to us in writing the identity of each successor Designated Manager immediately after the prior Designated Manager ceases to serve as Designated Manager. In addition, if you are an entity, you must designate an "Operating Principal" acceptable to us who will be principally responsible for communicating with us about your Inta Juice Business; the Operating Principal must have the authority and responsibility for the day-to-day operations of your Inta Juice Business and must have at least ten percent (10%) equity in the franchisee entity. In addition to operating the Franchise, you may operate an unaffiliated business that is not a competitive business so long as (1) we approves such business as being compatible with the operation of the Franchise and (2) you operate the Franchise in compliance with the Franchise Agreement and the Brand Standards Manual, and (3) you do not operate the unaffiliated business at or through the Inta Juice Business premises.

6.02 Manager Training. You (if you are an individual) or your Operating Principal (if you are an entity) and your initial Designated Manager (if you have one) must, before the opening of the Inta Juice Business, attend and complete to our satisfaction the initial training program required for Designated Managers. You must adequately train any successor Designated Manager you later employ. We will notify you if we determine that the training you provided is inadequate. In that case, your successor Designated Manager must satisfactorily complete the initial training program we require promptly after we notify you. We will provide instructors, facilities and training materials for the training of you and your initial Designated Manager (a maximum of two trainees and provided that all of your trainees attend the same initial training program). All other expenses incurred in connection with attendance of training, including the cost of travel, transportation, meals, lodging and any wages will be your responsibility. You will pay to us the then-current tuition (or then-current per diem fee) and expenses we incur for the initial training we may require for any other persons as well as any successor Designated Manager you later employ, including the reasonable travel, transportation, meals and lodging expenses we incur if we elect to provide this training at your Inta Juice Business. If any Designated Manager fails to successfully complete the initial training program to our satisfaction, we may require your Designated Manager to attend additional training programs (at your cost) or we may require you to appoint a new Designated Manager and to send that new Designated Manager to the initial training program (at your cost). If, after this corrective action, your Designated Manager fails to successfully complete the initial training program to our satisfaction, we may terminate this Agreement.

6.03 Other Training. You and your Designated Manager must attend any additional or refresher training programs that we designate as mandatory for franchisees and managers, respectively, unless your absence is excused by us. You will be responsible for all travel, transportation, lodging, meals and incidental expenses and compensation of the people you send for additional or refresher training programs, and you will pay us the cost of providing training materials (if any), and any tuition we may impose under Section 7.09. All training materials are confidential, and will remain our property. If we conduct an inspection of your Premises and determine you are not operating in compliance with this Agreement, we may require that you attend remedial training that addresses your operational deficiencies. You may also request that we provide additional training (either at corporate headquarters or at your Premises), in which case our then-current training fees and costs will apply.

6.04 Employee Training. You will maintain competent and conscientious personnel to operate the Inta Juice Business in accordance with this Agreement and the Brand Standards Manual. You will train or cause the training of all of your personnel as and when required by prudent business practices, System Standards, or this Agreement. All employees or independent contractors hired by or working for you will be your employees or independent contractors alone and will not, for any purpose, be deemed our employees or subject to our control. You alone are solely responsible for all hiring and employment decisions and functions relating to the Inta Juice Business, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether you have received advice from us on these subjects or not. You agree that any direction you receive from us regarding employment policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel well-versed in employment law.

7. ASSISTANCE BY US

7.01 Inta Juice Business Location. We will provide you with our standard site selection criteria and standard Inta Juice Business layout plans and specifications. We will also provide you with the assistance and consultation we deem advisable regarding site selection and/or the layout of the Inta Juice Business at the Premises. You acknowledge that we will have no obligation to select or acquire a site on your behalf. We disclaim all liability for the consequences of approving a particular site. Our site selection assistance does not constitute any warranty or guaranty that the Franchise will be profitable or otherwise successful at the Premises.

7.02 Lease Review. We will review the proposed lease for the Inta Juice Business site after you submit the proposed lease to us. If the proposed lease complies with the requirements in Section 4.02 of this Agreement and is otherwise acceptable to us, we will approve it. We will promptly advise you of our decision regarding the proposed lease. The final decision whether to acquire a particular approved site or whether to sign a particular approved lease rests solely with you.

7.03 Inta Juice Business Construction, Remodeling and Build-Out. We will provide you with the consultation we deem advisable regarding constructing, remodeling or build-out of the Inta Juice Business.

7.04 Loan of Brand Standards Manual. Within 15 days after we sign this Agreement, we will provide you with access to a copy of our current Brand Standards Manual for the term of this Agreement, and we will later provide you with all periodic modifications thereto and any other manual we may develop specifying the System Standards. If the copy of the Brand Standards Manual loaned to you is lost, stolen or destroyed before you return it to us, you must pay us a fee of $500. We reserve the right to provide the Brand Standards Manual electronically, such as by CD-ROM, intranet or password-protected website. You acknowledge that your compliance with the Brand Standards Manual is vitally important to us and other System franchisees and is necessary to protect our reputation and the goodwill of the Marks and to maintain the uniform quality of operation throughout the System. However, while the Brand Standards Manual is designed to protect our reputation and the goodwill of the Marks, it is not designed to control the day-to-day operation of the Franchise.

7.05 Furnishings, Fixture, Equipment and Signs. We will provide you with standard lists and/or specifications for approved furnishings, fixtures, equipment and signs. We will provide you with standard lists of any authorized suppliers of any of these items. We will provide you with the assistance and consultation we deem advisable regarding required furnishings, fixtures, equipment and signs. You, at your own expense, must purchase and install all fixtures, furnishings, equipment, supplies and signage in conformance with the Brand Standards Manual and our specifications and requirements.

7.06 Inventory and Supplies. We will provide you with standard lists and/or specifications for approved inventory and supplies. We will provide you with standard lists of any authorized or designated suppliers of any of these items. We will provide you with the assistance and consultation we deem advisable regarding required inventory and supplies.

7.07 Purchasing Assistance. Although you are responsible for purchasing or leasing items and services for use in connection with the Franchise, we and/or our affiliates may offer optional assistance to you with purchasing or leasing items or services. We may require minimum standards or specifications for items and services, specify approved items and services, and restrict the suppliers authorized to sell or provide certain items and services in order to control quality, provide for consistent service or obtain volume discounts. We will provide you with System Standards for items and services, our list of approved items and services, and our list of approved or designated suppliers. You acknowledge that we and/or our affiliates may be the sole approved suppliers for certain approved items and services, and that we and our affiliates may derive revenues as a result of your purchase of approved items and services.

7.08 Initial Training. We will provide initial training to you (if you are an individual) or your Operating Principal (if you are an entity) and your initial Designated Manager (if you have one) on mutually-convenient dates~~.~~, so long as these individuals attend initial training at the same time. You must complete the initial training not less than 60 days and not more than 30 days prior to the opening of your Inta Juice Business. All initial training we provide will be offered, in our sole discretion, at an Inta Juice Business operated by a franchisee or an affiliate, at our training facility, or at some other location in the United States we select, and will be subject to the provisions of Section 6.02. If you would like additional people to attend the initial training program and we have additional capacity, you will be charged an additional fee per person and per day. You will also need to pay for the cost of travel, room and board, and other personal expenses for each person attending.

7.09 Other Training. We may in the future offer or require additional or refresher training for you, your Designated Manager, or other managers. Additional and refresher training will be held at one or more locations in the United States we select, and may be held in conjunction with a franchisee conference. We may charge you for the cost of providing you the training materials (if any), and tuition for any additional or refresher training program if training occurs outside of our corporate headquarters, plus expenses. All additional and refresher training we provide will be subject to the provisions of Section 6.03.

7.10 Pre-Opening and Opening Assistance. We or a third party will provide you with pre-opening assistance and consultation as we deem advisable. We or a third party will provide templates for certain promotional and advertising materials and consultation in connection with the grand opening marketing for the Inta Juice Business, which promotion and marketing will be conducted at your expense. We will provide you with a representative for a pre-opening inspection and for two days prior to the opening of your Inta Juice Business and for the opening day of your Inta Juice Business.

7.11 Suggested Retail Prices. We will provide you with product information and suggested retail prices for approved items or services; however, you are not bound by our recommended prices. In determining prices, you must consider the general image of the Inta Juice Business and the System. If you choose to offer any items at any price we recommend, you understand and acknowledge that we do not represent, warranty or guarantee that you will earn any level of sales or profitability.

7.12 Continuing Consultations. We will assist you to understand your obligations under the System Standards and this Agreement, provide you with other continuing consultation, and may provide you with new proprietary methods and procedures relating to approved items or services, or to operation of the Inta Juice Business, all on the terms as we deem appropriate. To the extent possible, this consultation will be provided during inspections and audits, through the System Standards, at training sessions (if any), and during franchisee conferences (if any). If you request additional operating assistance or services, we may require that you pay our then-current hourly fee and the expenses we incur in providing additional assistance to you.

7.13 Conferences. We may sponsor periodic conferences for our franchisees, at which seminars, workshops and other training may be conducted. We may require you or an Operating Principal if you are an entity, and your Designated Manager to attend each conference and we may charge you for these programs. You shall pay us a convention fee for each year that an annual convention is held for purposes of defraying Franchisee's cost of attending such annual conferences regardless of whether or not you attend the annual convention. The convention fee is due 30 days prior to the convention. If you fail to attend an annual conference for any reason, we shall be entitled to use the convention fee paid by you for any purpose in our sole discretion. Once paid, the convention fee is non-refundable for any reason. We may preclude you from attending an annual convention/national conference if you are in default of this Agreement at the time of the annual convention/national conference or if you have had two notices of default within 12 months prior to any annual convention/national conference. We may also preclude you from participating in system calls, meetings or webinars while you are in default of this Agreement.

7.14 Marketing Programs. We will implement one or more marketing programs, and we (or our designee or affiliate) will administer the marketing programs. We will determine in our sole discretion: the nature and type of program; the nature and type of media placement; the allocation (if any) among national, regional and local markets; the nature and type of advertising copy and other marketing materials; and all other aspects of the marketing programs. We do not promise that you will benefit directly or proportionately from any marketing programs. On occasion, we may make available to you, local advertising materials and programs, at your cost. We will use the Brand Fund Contributions we collect from franchisees to pay for the marketing programs and to reimburse our reasonable direct and indirect costs, overhead and other expenses (and those of our designee or affiliates) of providing services and materials relating to the marketing programs. We and our affiliates are not obligated to contribute money to the marketing programs or otherwise supplement the Brand Fund Contributions; however, Inta Juice Businesses owned and operated by us or our affiliates may voluntarily contribute to the marketing programs on the same basis as our franchisees. We have the right to terminate any marketing program, at our discretion. However, any termination of all marketing programs will not be effective until all Brand Fund Contributions we have collected for the marketing program have been expended. If we terminate any marketing program, we may reinstate such marketing program at any time and such reinstated marketing program shall be administered as described herein. Until we implement a gift card program, you will only sell gift cards/certificates redeemable at your Inta Juice Business and such gift cards/certificates will state this limitation on use. At such time as we may implement a gift card program, you will not create or issue any gift cards or gift certificates and will only sell gift cards/certificates that have been issued or sponsored by us and which are accepted at all Inta Juice Businesses, and you will not issue coupons or discounts of any type except as approved by us.

7.15 Brand Fund. We reserve the right to establish an advertising and marketing fund for Inta Juice Franchises ("Brand Fund") at any time. If a Brand Fund is created by us, we reserve the right to assess an advertising fee ("Brand Fund Contribution") in an amount up to three percent (3%) of your weekly gross sales, which you must contribute to the Brand Fund. Your Brand Fund Contribution will be due at the same time and in the same manner as the Royalty, as defined in Section 8.02. Inta Juice Franchises owned by us or our affiliates are not obligated to contribute to the Brand Fund but may do so on a voluntary basis. We have complete discretion on how the Brand Fund will be utilized. The Brand Fund may allocate resources to advertise locally, regionally, and/or nationally, in printed materials, on radio, on television, and/or on the Internet, in our sole discretion. We may reimburse ourselves, or authorized representatives or our affiliates from the Brand Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other direct or indirect expenses associated with the programs funded by the Brand Fund. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the Brand Fund 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. We may at any time defer or reduce a Franchisee's Brand Fund Contributions and, upon 30 days' prior written notice to you, reduce or suspend Brand Fund Contributions and operations for one or more periods of any length and terminate and/or reinstate the Brand Fund. If we terminate the Brand Fund, we will distribute all unused contributions to contributing Franchisees, and to us or our affiliates, in proportion to respective contributions during the preceding 24 month period.

7.16 Internet Site. We or an affiliate will sponsor and maintain the official Inta Juice website ("System Website") on the Internet. So long as you are not in default under this Agreement, we will cause your Inta Juice Business to be listed on the System Website and/or provide you with a web page specific to your Inta Juice Business on the System Website.

7.17 Additional Items, Services and Suppliers. If you desire to offer additional items or services that we have not approved, or desire to purchase approved items and services from any supplier who we have not approved, we will consider any written request by you for approval of additional items, services or suppliers (although we are not obligated to approve any). You will be required to pay us for our costs incurred in any inspection or testing of any samples or any proposed new product, service or supplier nominated by you. We will notify you of our approval or disapproval of any new item, service or supplier requested by you within a reasonable time (usually within 90 days) after we have received all of the relevant information we requested. We may withhold approval of any item, service or supplier, as we determine in our discretion. We can revoke approval of an approved supplier at any time in our sole discretion, and we will notify you of any revocation of supplier approval.

7.18 Intranet System. We or our affiliate may establish an intranet system to assist you with your Franchise. If an intranet system like this is established, we or our affiliate will administer and maintain it, and we will provide you and/or your Designated Manager with access to this system. Subject to the System Standards, we will continue to allow you and/or your Designated Manager to access our intranet system during the term of this Agreement, so long as you are not in default under this Agreement. We may require you to use the intranet system for communications, reports, and other functions, and you will comply with our requirements.

8. PAYMENTS AND REPORTS

8.01 Initial Franchise Fee. When you sign this Agreement, you will pay us the initial franchise fee in the amount of $25,000~~.~~, unless this Agreement is made pursuant to an Area Developer Agreement. This initial franchise fee is in consideration for all of our pre-opening assistance that we provide to allow you to open your Inta Juice Franchise and also offsets some of our franchisee recruitment expenses. The initial franchise fee is non-refundable, and is fully earned when we sign this Agreement. Some states may have imposed a financial impound requirement. Please refer to the Addendum in Exhibit H to the FDD.

8.02 Royalty. During the term of this Agreement, and for as long as you are using the System or Marks, you will pay us a continuing royalty equal to five percent (5%) of all weekly Gross Sales ("Royalty"). The Royalty is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance. "Gross Sales" means the total of all revenues and income from the sale of all Inta Juice Business food products, beverages and other related merchandise, products, and services to your customers whether or not sold or performed at or from your Inta Juice Premises, and whether received in cash, coupon, in services in kind, from barter and/or exchange, on credit (whether or not payment is received) or otherwise. You must report all sales to us (including those that are not entered into the point-of-sale system). If you offer any services, including catering or special events, all receipts from these services (including additional delivery charges) are included in Gross Sales. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips, and allowances you give in good faith to your customers. All barter and/or exchange transactions in which you furnish services and/or products in exchange for goods and/or services provided to you by a vendor, supplier, or customer will, for the purpose of determining Gross Sales, be valued at the full retail value of the goods and/or services so provided to you. Gross Sales are deemed received by you at the time the products or services or products from which they were derived are delivered or rendered, or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on an account receivable) actually has been received by you.

8.03 Brand Fund Contribution. During the term of this Agreement, we reserve the right to require you to pay us a continuing Brand Fund Contribution equal to three percent (3%) of your weekly Gross Sales.

8.04 Place and Method of Payment. You will pay us, without billing or demand, all Royalties and Brand Fund Contributions required by this Agreement and they are payable on Friday of each week for the previous week. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer ("EFT") or other similar means. You are required to complete the EFT authorization (in the form attached to the Franchise Disclosure Document in Exhibit I). If any payment is made to us by credit card for any fee required, we may charge a service charge of up to four percent (4%) of the total charge.

8.05 Late Fee and NSF Fee. If we do not timely receive any fee or any other amount due to us under this Agreement on or before the applicable due date, you will pay us a late fee equal to $100 per occurrence, plus the lesser of the daily equivalent of 12% per year simple interest or the highest amount allowed under law, on any overdue amount for each day any amount is past due, accruing until the past-due amount is paid in full. This provision does not permit or excuse late payments. If any check, electronic payment or other payment due under this Agreement is not honored for any reason, you must pay us an additional fee of $100 per occurrence to help offset bank charges and administrative expenses.

8.06 Taxes. If any federal, state, or local tax (other than an income tax) is imposed upon any fees you paid us under this Agreement, then you agree to compensate us in the manner we prescribe so that the net amount or net rate we receive is no less than as established by this Agreement.

8.07 Allocation of Payments. Unless we otherwise agree in writing, all payments you make to us under this Agreement will be applied in the order we may decide in our sole discretion. We will not be bound by any instructions for allocation you specify.

8.08 Right of Offset. We will have the right, at any time before or after termination of this Agreement, without notice to you, to offset any amounts or liabilities that you may owe to us against any amounts or liabilities that we may owe you under this Agreement or any other agreement, loan, transaction or relationship between the parties.

8.09 Books and Records. You will maintain complete and accurate accounting books and records relating to the Franchise in accordance with generally-accepted accounting principles and standards, subject to this Agreement and other reasonable accounting standards we may specify periodically.

8.10 Reports. You will prepare written periodic reports, in the forms required by the System Standards, containing the information we require about your operations during each reporting period. You will submit all required weekly reports by Friday each week for the preceding business week (Monday through Sunday). We may reasonably request in writing to modify the deadline days and times for submission of all reports. You will submit all required semi-monthly reports to us within 15 days after the semi-monthly period to which they relate. You will submit all required monthly reports to us within 15 days after the month to which they relate, and all other reports within the time period required by the System Standards. If you do not submit the monthly reports to us within five days of the request, you will be required to pay a late fee of $100 per occurrence and $100 per week until you submit the required report. These fees will be deposited into the Brand Fund. You will prepare and submit other reports and information about your operations as we may reasonably request in writing or as required by the System Standards. We may require, at our option, that certain reports you are required to submit be certified as accurate and complete by you, your owners or your chief financial officer, and that certain reports be submitted using the formats and communication media that we specify. If requested by us, your profit and loss statements and balance sheets must be certified by a certified public accountant at your expense and you will cause your certified public accountant, if any, to consult with us concerning such statements and balance sheets at your cost.

8.11 Financial Statements. You will deliver to us, no later than 60 days from the end of each of your fiscal quarters, a profit and loss statement covering the Franchise for the relevant quarter and a balance sheet of the Franchise as of the end of that quarter, all of which you must certified as complete and accurate. You must prepare all financial statements in any format we may require. In addition, you must, within 30 days after we request, deliver to us a financial statement, certified as accurate and complete, in a form which is satisfactory to us and which fairly represents your total assets and liabilities.

8.12 Tax Returns. Promptly upon our request, you will furnish us with a copy of each of your reports and returns of sales, use and gross receipt taxes and complete copies of any state or federal income tax returns covering the operation of the Franchise.

8.13 Ownership Information. Promptly upon our request, you will furnish to us a list of all holders of legal and beneficial interests in your business entity, together with description and percentage of ownership amount, addresses and telephone numbers, certified in writing as being accurate and complete. If any of your general partners, officers, directors or limited liability company managers cease to serve in that capacity, or if any individual is elected or appointed as a new general partner, officer, director or limited liability company manager, you will notify us within ten days after the change. Any of your new owners must sign an Owners Agreement with us.

8.14 Record Retention. You will retain copies of all reports, and originals or copies of all other information, books, records, and other materials relating to operation of the Franchise for a period of five years following their respective dates, or any longer period required by applicable law.

9. SYSTEM STANDARDS AND MANUAL

9.01 System Standards. The System includes, without limitation: (a) our trade secrets and other intellectual property, including Confidential Information (as defined in Section 11.01), the Brand Standards Manual and know-how; (b) marketing, advertising, publicity, public relations and other promotional materials and programs; (c) System Standards; (d) training programs and materials; and (e) service quality and customer satisfaction standards and programs. You acknowledge and agree that every detail of the System is important to us and all of our franchisees in order to develop and maintain high and uniform operating standards, to increase the demand for the items and services marketed by all franchisees, and to protect our reputation and goodwill. You will maintain the high System Standards with respect to your Premises, facilities, furnishings, fixtures, equipment, signs, services, items, and operations. You will strictly comply with all of the mandatory System Standards in the Brand Standards Manual or that we otherwise provide to you in writing.

9.02 Modification of the Manual. We may, in our sole discretion, change, delete from or add to the System, including any of the System Standards, by providing you with written notice thereof, or by modification of the Brand Standards Manual; however, no modification will alter your fundamental rights or status under this Agreement. You will implement all mandatory modifications promptly after written notice from us. If there is a dispute as to the contents or meaning of any part of the Brand Standards Manual, the version we maintain at our principal office will be controlling. The Brand Standards Manual is confidential and will remain our property.

9.03 Ownership of the System. We own all rights, title and interest in and to the System. You will not acquire any proprietary interest in the System. Your right to use the System is a non-exclusive license, derived solely under this Agreement. Unauthorized use of the System by you will constitute a material breach of this Agreement.

9.04 System Improvements. During the term of this agreement or any interim period, any improvements or additions to the System, patents, copyrighted materials, recipes, System Website or any other documents or information pertaining to or relating to the System or the Inta Juice Business, or any new trade names, trade and service marks, logos, or commercial symbols related to the Inta Juice Business or any advertising and promotional ideas or inventions related to the Inta Juice Business (collectively, the "Improvements") that you conceive or develop shall become our property. You agree to assign and do hereby assign to us, all right, title and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement. You shall fully disclose the Improvements to us, without disclosure of the Improvements to others, and shall obtain our written approval prior to using such Improvements. Any such Improvement may be used by us and all other Inta Juice franchisees without any obligation to you for royalties or other fees. We may, at our discretion, apply for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and you shall cooperate with us in securing such rights. We may also consider such Improvements as our property and trade secrets. In return, we shall authorize Franchisee to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees. All Improvements created by you or any other person or entity retained or employed by you are our property, and we shall be entitled to use and license others to use such Improvements unencumbered by moral rights. If any of the Improvements are copyrightable materials, they shall be works made for hire within the meaning of the United States Copyright Act and, to the extent the copyrighted materials are not works made for hire or rights in the copyrighted materials do not automatically accrue to us, you irrevocably assign and agree to assign to us, its successors and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such copyrighted materials, which you and the author of such copyrighted materials warrant and represent as being created by and wholly original with the author. Where applicable, you agree to obtain any other assignments of rights in the Improvements from another person or entity necessary to ensure our right in the Improvements as required in this Section.

9.05 Variations. You acknowledge that it may not be possible or practical for us to require complete and detailed uniformity under the various types of conditions different franchisees may face, and under changing customer needs and market conditions. Accordingly, we reserve the right to vary standards for any franchisee based upon the particular situation involved, local conditions, existing business practices, or any other factor that we consider important to the successful operation of the particular franchisee's Inta Juice Business. You will have no rights or claims against us for any variation from standard specifications and practices granted to any other franchisee, and you are not entitled to the same or similar variation.

10. MARKS

10.01 Ownership of the Marks. You acknowledge that we or our affiliates own all rights, title and interest in and to the Marks. You will not acquire any proprietary interest in the Marks, and you will not challenge ownership of the Marks or our right to use the Marks. Except as expressly provided in this Agreement, you will not acquire any rights to the Marks. Your right to use the Marks is merely a non-exclusive license, derived solely under this Agreement.

10.02 Registration. We or our affiliates have taken and will take all steps reasonably necessary, in our and their sole opinion, to preserve and protect ownership of, and the validity of, the Marks. You will not apply for governmental registration of the Marks, or contest the registration status of the Marks. You will display the Marks, and give notice of trademark registration and claims in the following manner: "INTA JUICE" (or as otherwise required in the Brand Standards Manual). You will cooperate fully and in good faith with us and our affiliates for the purpose of maintaining registrations and prosecuting applications for the Marks, and otherwise securing and preserving their rights in and to the Marks.

10.03 Use of the Marks. You will not use the Marks unless you have our prior express written consent. Before each intended use of any material of any nature which bears any of the Marks, you will submit to us samples of the materials. We will review samples of all marketing materials and other materials bearing our Marks you submit to us for approval, and we will notify you of our decision. You will use the Marks only as expressly authorized by this Agreement, the Brand Standards Manual or as we otherwise provide in writing. Unauthorized use of the Marks by you will constitute a breach of this Agreement, and an infringement of our rights in and to the Marks. You will take all steps necessary or appropriate to preserve the goodwill and prestige of the Marks. You will use the Marks only in connection with the Franchise. You will not use any Mark in your corporate name or legal name, but you may use a Mark in an assumed business or trade name if you first obtain our prior express written consent. You will not use any Mark with any prefix, suffix or other modifying trademarks, logos, words, terms, designs or symbols or in any modified form. You will not use any Mark in connection with any unauthorized item or service, or in any manner not expressly authorized under this Agreement.

10.04 Benefits of Usage. All usage of the Marks and any goodwill associated with the Marks will exclusively benefit us and our affiliates. All present and future service marks, trademarks, copyrights, service mark registration and trademark registration used or to be used as part of the System, and the associated goodwill, will be the property of us or our affiliates, and will inure solely to our and their benefit. Upon the expiration or termination of this Agreement for any reason, no monetary amount will be assigned as attributable to any goodwill associated with your use of the Marks.

10.05 Infringement and Litigation. You will promptly notify us in writing of (a) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information (as defined in Section 11.01) or other System intellectual property, and (b) any threatened or pending litigation related to the Marks or System against (or naming as a party) you or us, of which you become aware. We or our affiliates will handle disputes with third parties concerning use of all or any part of the Marks or System in any manner we or they deem appropriate, in our or their sole discretion. You will cooperate fully and in good faith with our or their efforts to resolve these disputes. We or our affiliates may bring suit in your name or join you as a party to the relevant proceedings. We or our affiliates may resolve any dispute by obtaining a license of the property for you at no expense to you, or by requiring that you discontinue using the infringing property or modify use to avoid infringing the rights of others. We need not initiate suit against imitators or infringers who do not, in our sole opinion, have a material adverse impact on the Franchise, and we need not initiate any other suit or proceeding to enforce or protect the Marks or System in a matter that we do not believe, in our sole opinion, to be material. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we determine in our sole discretion that you have used the Marks in accordance with this Agreement, we will bear the cost of your defense, including the cost of any judgment or settlement. If we determine in our sole discretion that you have not used the Marks in accordance with this Agreement, you must bear the cost of your defense, including the cost of any judgment or settlement. If there is any litigation relating to your use of the Marks, you will sign all documents and do all acts as may be necessary in our opinion to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except to the extent that any litigation results from your use of the Marks in a manner inconsistent with the terms of this Agreement, we will reimburse you for your out-of-pocket litigation costs in cooperating with us in the litigation.

10.06 Substitution of Marks. We reserve the right to substitute different proprietary marks for use in identifying the System, the Inta Juice Businesses operating under the System, and/or the items or services offered, if the Marks no longer can be used, or if we, in our discretion, determine that substitution of different proprietary marks will be beneficial to the System. In these circumstances, the use of the substituted proprietary marks will be governed by the terms of this Agreement, and we will not compensate you for the costs of any substitution. You will promptly implement any substitution, at your own expense.

10.07 Photo/Video Release. You acknowledge and authorize us to use your likeness in a photograph in any and all of our publications, including printed and digital publications and on websites. You agree and understand that any photograph using your likeness will become our property and will not be returned. You agree and irrevocably authorize us to edit, alter, copy, exhibit, publish or distribute any photograph of you for any lawful purpose. You agree and waive any rights to royalties or any other compensation related to our use of any photograph of you. You agree to hold harmless and forever discharge us from all claims, demands, and causes of action which you may have in connection with this authorization.

11. CONFIDENTIAL INFORMATION

11.01 Confidential Information. We possess certain non-public trade secrets, proprietary information, technical data, or know how which relate to our Inta Juice Business, System, services or items, or to a Franchise, including the Brand Standards Manual, System Standards, quality-control systems, training materials, and information regarding salary, research, recipes, proprietary items and services, developments, inventions, processes, techniques, designs, marketing, finances, and operations (collectively, "Confidential Information") that we will provide to you. You will also obtain other Confidential Information during the term of this Agreement. You acknowledge that your entire knowledge of the operation of a smoothie-based Inta Juice Business, including the method of establishing this type of unit, preparing smoothies, breakfast bowls and fresh squeezed fruit and veggie juices and related items, and marketing this type of unit, and the related specifications, standards, and procedures involved in the operation of an Inta Juice Business are derived solely from Confidential Information we disclosed (or will disclose) to you.

11.02 Protection of Confidential Information and Data. You will use the Confidential Information only in the operation of the Franchise, and you will not disclose Confidential Information to others, except as expressly authorized by this Agreement. You will take all appropriate actions to preserve the confidentiality of all Confidential Information, including keeping the Brand Standards Manual in a locked location. Access to Confidential Information must be limited to only your employees who need the Confidential Information to perform their jobs and who are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed our Confidentiality and Non-Competition Agreement. You will not copy or permit copying of Confidential Information. Your obligations under this section begin when you sign this Agreement and continue for trade secrets as long as they remain secret, and, for other Confidential Information, for as long as we continue to use the information in confidence (even if edited or revised) plus three years. We will respond promptly and in good faith to any inquiry by you about continued protection of any Confidential Information.

All data that you collect, create, provide or otherwise develop (including, but not limited to customer information) is (and will be) owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you, at no additional cost, solely for the term of this Agreement and solely for your use in connection with the Inta Juice Business franchised under this Agreement. You agree to provide us with the information that we reasonably require with respect to data and cybersecurity requirements. You agree to indemnify us for any loss of data including, but not limited to customer information, resulting from a breach of such data caused, in whole or in part, by you.

11.03 Disclosure of Confidential Information. Notwithstanding anything to the contrary in this Section 11, you may disclose Confidential Information if you are required by law to disclose it, provided that you give us at least 10 days' notice, if feasible, of your intent to disclose. You may also disclose Confidential Information to your attorneys, accountants, financial and investment advisors, bankers or lending institutions, and other advisors and consultants of a similar nature, provided that any disclosure is only to the extent necessary for your advisors to perform their services for you, and provided that these persons have the obligation to, or otherwise agree, to keep the Confidential Information confidential. At our request, you will require that your officers and other employees sign covenants to maintain the confidentiality of any Confidential Information, and these covenants will be in a form acceptable to us and will identify us as a third-party beneficiary with the independent right to enforce them. You may also disclose the Confidential Information: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Confidential Information to an attorney and for use of the Confidential Information in such court proceeding, so long as any document containing the Confidential Information is filed under seal and Confidential Information is not otherwise disclosed except pursuant to court order

12. INSPECTIONS AND AUDITS

12.01 Inspections and Audits. You hereby grant to us and our employees, representatives and agents the right to enter the Inta Juice Business during regular business hours. You will permit our employees, representatives and agents access to your offices, Premises, storage areas, and other places of business, to perform inspections of your operations (including furnishings, fixtures, equipment, signs, inventory and supplies), files, documents, records, items and Mark usage, and to audit your financial and operating books and records (including tax returns) relating to the Franchise, with or without prior notice of the inspection or audit. The inspections and audits will occur during normal business hours, although we may observe your operations and accounting activity at any time. You, and your owners, officers, Managers, employees, agents and representatives will cooperate with our inspectors and auditors in the performance of their duties. You will permit our inspectors and auditors to, among other things: take photographs, movies, videotapes or sound recordings; interview your Managers, employees, agents, and representatives; interview your customers; make copies of your books, records and other documents relating to the Franchise; and take samples of food, beverages, ingredients, documents, inventory, supplies, items and other materials from your Premises, storage areas, and other facilities used in connection with the Franchise.

12.02 Unapproved Items and Services. You acknowledge that the offer or sale of any unapproved items or services at the Inta Juice Business constitutes a material breach of this Agreement and good cause for termination of this Agreement. You authorize us to cure any default under this Section 12.02 on your behalf by removing and disposing of any unapproved items and unapproved equipment and other materials from the Inta Juice Business. Any dispute between you and us as to whether any item, service or equipment is approved will be governed by the official lists we maintain at our principal place of business. You hereby grant us all of your right, title and interests in and to any unapproved items and equipment at the Inta Juice Business, and waive any claims you may have against us arising from the removal and disposal of any unapproved items and unapproved equipment and other materials. You acknowledge that we have the right to physically remove any unapproved items and equipment from the Inta Juice Business, and to dispose of them in any way we desire, without any compensation to you.

12.03 Other Corrective Action. If we notify you of any deficiencies in the operation of the Inta Juice Business pursuant to this Agreement which are detected during an inspection or which otherwise become known to us, you will take the steps that we may require to correct all deficiencies within the time period we specify.

12.04 Payments. You will pay us any underpayment of, and we will pay to you or credit your account for any overpayment of, Royalties discovered by an audit.

12.05 Audit and Inspection Costs. You will pay us for the reasonable travel, lodging and meal expenses, and other audit and inspection costs we incur if you or your owners, officers, Designated Managers, employees, agents or representatives fail to fully cooperate with our auditors or inspectors, fail to submit required reports, or if the audit reveals that you paid us less than 98% of the correct amount of fees for any week. You shall also pay any understated amount owed to us with applicable late fees and interest in accordance with Section 8.05 of this Agreement. We may publish or disclose the results of our inspections and audits. Our rights under this Section 12.05 survive for two years after expiration or termination of this Agreement, or any Transfer.

12.06 Mystery Shopper. To ensure uniformity and compliance with the System Standards, we may send a mystery shopper or similar third party to your Inta Juice Business. We may, but are not obligated to, share the results of the mystery shopper with you.

13. RELATIONSHIP OF THE PARTIES

13.01 Independence. You are an independent contractor. You are not our legal representative, agent or employee and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over, and have full responsibility for, all of your contracts, daily operations, labor relations, employment practices and policies, including the recruitment, selection, hiring, disciplining, firing, training, compensation, work rules, and schedules of your employees. All employees or independent contractors hired by or working for you will be your employees or independent contractors alone and will not, for any purpose, be deemed our employees or subject to our control, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. You and we will file our own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation payments with respect to our respective employees and operations, and we will save and indemnify one another of and from any liability of any nature whatsoever by virtue thereof. At all times, including in connection with all uses of any of the Marks, in connection with the operation of the Franchise, and in connection with all dealings with customers, suppliers, public officials, the general public, and others, you will conspicuously indicate your status as an independent contractor, including in all contracts, advertising, publicity, promotional and other marketing materials, and on any signage and uniforms, and in the manner specified in the Brand Standards Manual or as we otherwise may require. You will not make any express or implied agreements, guarantees or representations, or incur any debt in our name or on our behalf. You will not represent that the relationship between you and us is anything other than a franchise relationship. We will not be obligated by or have any liability under any agreements or representations made by you, and we will not be obligated for any damages to any person or property directly or indirectly arising out of your operation of the Franchise or the Inta Juice Business.

13.02 Joint Status. If you comprise of two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among these persons or entities), the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all these persons or entities.

13.03 Delegation. You agree that we shall have the right to delegate to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted: (1) the performance of any portion or all of our obligations under this Agreement; and (2) any right that we have under this Agreement. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

14. INSURANCE AND INDEMNIFICATION

14.01 Insurance Coverage. Before your Inta Juice Business first opens for business, you will obtain insurance in the types and amounts specified herein. Your insurance policies (except for employment liability insurance policies) must designate us, our directors, officers, employees, agents and other designees as additional named insureds, and your policies must provide that the insurer will not cancel or materially alter the policies without giving us at least 30 days' prior written notice. You will maintain all required insurance in force during the term of this Agreement, and you will obtain and maintain any additional or substituted insurance coverage, limits and amounts as we may periodically require. All insurance coverage will be underwritten by a company acceptable to us, with a Best's Rating of no less than "A+." If you fail to purchase required insurance conforming to our standards, we may obtain insurance for you, and you will pay us the cost of insurance plus a 20% administrative surcharge. Your compliance with these insurance provisions does not relieve you of any liability under any indemnity provisions of this Agreement.

We currently require you to maintain the following insurance coverages: (1) commercial general liability insurance with limits of at least $2 million per occurrence, at least $4 million aggregate, and at least $2 million per person, with $5,000 per person medical benefits, and a maximum deductible of $2,500; (2) all risks coverage insurance on all furniture, fixtures, equipment, inventory, supplies and other property used in the operation of the Inta Juice Business (including flood and/or earthquake coverage where there are known risks) for full replacement value; (3) workers compensation insurance consistent with applicable law; and (4) data theft and cybersecurity. We reserve the right to require that you obtain some or all of insurance coverage from our approved vendors. Our insurance requirements are subject to change during the term of this Agreement, and you agree to comply with each such change.

14.02 Proof of Insurance. Before your Inta Juice Business first opens for business, you will provide us with a copy of each certificate of all required insurance policies. You will promptly provide us with copies of each certificate for all renewal or replacement insurance policies. Within ten days after we request, you will provide us with a complete copy of any of your insurance policies we request.

14.03 Your Indemnification of Us. Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold us and our affiliates, the respective officers, directors, partners, shareholders, employees, agents and contractors of these entities, and the successors, assigns, personal representatives, heirs and legatees of all of these persons or entities (collectively, the "Indemnitees") harmless, to the fullest extent permitted by law, from and against all expenses, losses, payments or obligations to make payments either: (a) to or for third party claimants by any and all Indemnitees, including refunds; or (b) incurred by any and all Indemnitees to investigate, take action, respond to or defend a matter, including investigation and trial charges, costs and expenses, fees, fees paid to professionals, attorney fees, experts' fees, court costs, settlement amounts, judgments and costs of collection (collectively, "Losses and Expenses"), incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, actually or allegedly, directly or indirectly, relating to, arising out of, or resulting from or in connection with: any transaction, occurrence or service involving the Franchise, the Inta Juice Business or this Agreement; your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees; your marketing, selling, or providing of items and services; and any breach or violation of any agreement (including this Agreement), or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, Designated Managers, employees, and agents of you or your affiliates, including when the active or passive negligence of any Indemnitee is alleged or proven.

14.04 Your Indemnification Duties. You will respond promptly to any matter described in Section 14.03, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including attorney fees, incurred by the Indemnitee if you or your insurer does not assume defense of the Indemnitee promptly when requested. We have the right to approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us, the Marks or the System, or could serve as a precedent for other matters.

14.05 Our Indemnification of You. We will indemnify, defend and hold you harmless from and against all investigation and trial charges, costs and expenses, attorney fees, experts' fees, court costs, settlement amounts, judgments and costs of collection incurred by you in any action or claim, actually or allegedly, arising out of or resulting from or in connection with the gross negligence or intentional misconduct of us or any of our employees while acting within the course and scope of their employment.

15. TRANSFERS

15.01 Transfer by Us. We shall have the right to assign this Agreement and all of our attendant rights and privileges to any person, firm, corporation or other entity provided that, with respect to any assignment resulting in the subsequent performance by the assignee of our functions: (i) the assignee shall, at the time of such assignment, be financially responsible and economically capable of performing our obligations; and (ii) the assignee shall expressly assume and agree to perform such obligations.

You expressly affirm and agree that we may sell our assets, our rights to the Marks or to the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of "Inta Juice Franchising LLC" as Franchisor. Nothing contained in this Agreement shall require us to remain in the business or to offer the same products and services, whether or not bearing the Marks, in the event that we exercise our right to assign our rights in this Agreement.

15.02 Transfer by You. You acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted these rights in reliance on your business experience, skill, financial resources and personal character (and that of your owners, officers, directors, Designated Managers and guarantors, if any). Accordingly, neither you, nor any immediate or remote successor to any part of your interest in this Agreement, nor any individual, partnership, corporation, or other legal entity which directly or indirectly owns any interest in you will sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Agreement, or in you, or in all or substantially all of the assets of the Franchise (collectively, a "Transfer"), unless we consent and all of the requirements of Section 15.03 and Section 15.04 are satisfied. Any transaction requiring our consent under this Section 15.02 for which our express written consent is not first obtained will be null and void, and shall be a material default of this Agreement. In that event: we may terminate this Agreement under Section 16.01; you will remain responsible for performing the post-termination obligations in Section 17; and the purported transferee may not operate the Franchise under the Marks or the System.

15.03 Transfer Conditions. We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer, when required under Section 15.02 until the transferee and you meet certain conditions. If a Transfer is to occur: (a) the proposed transferee must apply for an Inta Juice franchise and must meet all of our then-current standards and requirements for becoming an Inta Juice franchisee, in our sole discretion; (b) you or the proposed transferee must provide to us in writing the circumstances of the proposed Transfer; (c) the proposed transferee must provide to us the same supporting documents as a new franchise applicant; (d) you or the proposed transferee must pay us a transfer fee of 50% of the then-current Initial Franchise Fee, which includes a nonrefundable $2,000 deposit that is due upon the request for approval of a Transfer; (e) the proposed transferee must sign the form of franchise agreement and related documents we then offer to prospective franchisees, which agreement will provide for a new initial term of five years, and the transferee's owners will sign the form of owners agreement or guaranty we then require of franchisees' owners; (f) the proposed transferee and its manager must complete to our satisfaction the initial training then required for new franchisees and their managers; (g) you or the proposed transferee must refurbish the Premises to conform to our then-current standards and specifications; (h) we must receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you and your owners and affiliates, and the transferee and its owners and affiliates, under this Agreement or otherwise; (i) you must not be in default under this Agreement or any other agreement with us or any of our affiliates; (j) you must give us at least 30 days' prior written notice of any proposed Transfer; (k) you must reimburse us upon receipt of our invoice for any broker or other placement fees we incur as a result of the transfer; (l) your landlord must consent to the transfer of the lease; (m) you must sign a non-compete agreement not to engage in a competitive business for two years within five miles of your Franchise or another Inta Juice Franchise operating or under construction; and (n) you or the transferee must provide us with any additional information that we may reasonably request. We may withhold consent to the proposed transfer until all of these conditions are completely satisfied.

15.04 Right of First Refusal. Any individual or entity holding any direct or indirect interest in this Agreement or in a substantial portion of the assets of the Inta Juice Business or in you (if you are an entity) and who desires to accept any bona fide offer from a third party to purchase the relevant interest or assets must notify us in writing of each offer, and must provide the information and documentation relating to the offer as we may require. We have the right and option, exercisable within 30 days after receipt of this written notification, to send written notice to the seller that we or our designee intend to purchase the seller's interest on the same terms and conditions offered by the third party. If we or our designee elect to purchase the seller's interest, closing of the purchase will occur within 60 days from the date of notice to the seller of the election to purchase by us or our designee. If we decline to purchase the seller's interest, the seller will have 90 days from the date it gives written notice to us of its purchase offer to sell its interest on the same terms and conditions and to the same transferee as described to us in the written notice. Any material change thereafter in the terms of the offer from a third party will constitute a new offer which will be subject to our right of first refusal under this Agreement. Our failure to exercise the option afforded by this Section 15.04 will not constitute a waiver of any other provision of this Agreement, including all of the other requirements of Section 15.03 with respect to the proposed Transfer. If the consideration, terms or conditions offered by a third party are of the type that we or our designee may not reasonably be able to furnish the same consideration, terms or conditions, then we or our designee may purchase the relevant interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration terms or conditions offered by the third party, then each party will select an independent appraiser. The 2 appraisers will then have up to 15 business days to agree on a reasonable equivalent in cash. If they cannot agree during that period, then the reasonable equivalent in cash will be the average of the two appraisals. Our right of first refusal is fully assignable by us. If we fail or refuse to exercise our option and the Inta Juice Business is not subsequently sold to the proposed purchaser for any reason, we shall continue to have, upon the same conditions, a first option to purchase the Inta Juice Business upon the terms and conditions of any subsequent offer.

15.05 Death, Divorce or Incapacity. Upon the death, divorce or incapacity of you (if you are an individual) or in your majority owner of you (if you are an entity), we will have the right to take over your lease and to purchase some or all of the assets of the Franchise under Section 17.11. If we exercise this right, you and your majority owner (in the event of divorce), or the executor, administrator, personal representative, trustee or heirs of such person (in the event of death or incapacity) must fully cooperate with us in an orderly transfer and also pay us our then-current Management Fee (currently, \$300 per person per day plus expenses and costs for on-site assistance) for as long as we continue to manage the franchise. If we do not elect to exercise this right, you, your majority owner, or the executor, administrator, personal representative, trustee or heirs of such person must transfer the relevant interest to a third party approved by us as soon as practically possible, and in no event more than 180 days of such after the relevant death, divorce or incapacity. This transfer, including any transfer by devise or inheritance, will be subject to the same conditions as other Transfers under this Agreement. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable or unwilling to meet the conditions in Section 15.03, the executor, administrator, trustee or personal representative of the deceased person will have a reasonable time (but no longer than 180 days) to dispose of the interest in the Franchise, which will be subject to all the terms and conditions for Transfers contained in this Agreement. If the interest is not disposed of within 180 days following the relevant death or incapacity, we may terminate this Agreement under Section 16.01.

15.06 No Waiver. Our consent to a Transfer hereunder will not constitute a waiver of any claims we may have against you or the transferring party or our right to demand exact compliance with any provision of this Agreement.

16. DEFAULT AND TERMINATION

16.01 Termination by Us without Right to Cure. You will be deemed to be in material incurable default under this Agreement, and we may terminate this Agreement for good cause effective immediately upon delivery of notice of termination to you, for any of the following grounds: (a) you (or any of your owners) are judged to be bankrupt, become insolvent, make an assignment for the benefit of creditors, are unable to pay your debts as they become due, a petition under any bankruptcy law is filed against you, or a receiver or other custodian is appointed for a substantial part of the assets of the Inta Juice Business; (b) you or any of your owners are convicted of a felony or other crime which substantially impairs the goodwill associated with the Marks; (c) you or your owners made any material misrepresentation or omission in the application for the Franchise; (d) you make an unauthorized Transfer; (e) the interest of a deceased, divorced or incapacitated person is not timely Transferred in accordance with the terms of this Agreement; (f) you intentionally understate the Inta Juice Business's revenues in any report or financial statement; (g) you commit any two or more defaults under this Agreement within any 12-month period, regardless of whether any default is cured; (h) you fail to operate or keep the Franchise open for more than five consecutive business days without our express written approval; (i) you default under any loan, lending agreement, mortgage, deed of trust or lease with any party covering the Premises, and the other party treats the relevant act or omission as a default, and you fail to timely cure the default; (j) you fail to begin operation of the Inta Juice Business within 12 months from the Effective Date of this Agreement or your Designated Manager fails to complete our training program to our satisfaction, after giving you the opportunity to designate a successor Designated Manager; (k) you sell, offer for sale, or give away at the Inta Juice Business any items or services which have not been previously approved by us in writing, or which have been subsequently disapproved, and you fail to cease these sales or gifts within 24 hours after receipt of notice by us; (l) you suffer termination of any other agreement with us or any of our affiliates; (m) you fail to comply with all applicable laws and ordinances relating to the Franchise, including Anti-Terrorism Laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; (n) you duplicate all or any portion of our System or make or cause a disclosure of the System; (o) you fail to follow any laws or regulations for products or prepare products which are not in accordance with the methods set forth by us; or (p) you fail or refuse to sell products designated by us.

16.02 Termination by Us with 10-Day Cure Period. If you fail or refuse to timely pay any amounts owed to us or any of our affiliates, or if you fail to obtain or maintain insurance as required by this Agreement, we may, at our option, terminate this Agreement by giving you ten days' written notice of default. If you do not cure the default within this ten-day period, we may terminate this Agreement for good cause effective upon delivery of notice of termination to you.

16.03 Other Termination by Us. Except as provided in Sections 16.01 and 16.02, if you are in any other default under the terms of this Agreement, we, at our option, may terminate this Agreement by giving you 30 days' written notice of default. If you do not cure any the default within this 30-day period, we may terminate this Agreement for good cause effective upon delivery of notice of termination to you.

16.04 Additional Remedies. We may deny you the benefits of the System for any default under this Agreement and discontinue System benefits to you for the duration of the default, including, but not limited to, suspension of your access to any intranet we may develop and/or suspension of any listing or web page for your Inta Juice Business on our System Website. We may institute proceedings to collect amounts due under this Agreement without first issuing a default or termination notice. Our consent or approval as may be required under this Agreement or the System Standards may be withheld while you are in default under this Agreement or may be conditioned on the cure of all of your defaults. Our termination of this Agreement pursuant to this Section 16 will be in addition to all other remedies, in law or in equity, available to us. Additionally, you must reimburse us for us for any legal or accounting fees that we incur as a result of any breach or termination of the Agreement or that we incur in enforcing the Agreement.

16.05 Termination by Franchisee. If you and your owners are in full compliance with this Agreement, and we materially fail to comply with this Agreement and we do not correct the failure within 30 days after you deliver notice of the material failure to us or, if we cannot correct the failure within 30 days, give you, within 30 days after your notice, reasonable evidence of our effort to correct the failure within a reasonable time, you may terminate this Agreement effective an additional 30 days after you deliver to us written notice of termination. Your termination of this Agreement other than according to this Section 16.05 will be deemed a termination without cause and a breach of this Agreement.

16.06 Governing State Law. If a longer notice or cure period or a different good cause standard is prescribed by applicable law, this law will apply to any termination of this Agreement.

17. POST TERMINATION RIGHTS AND OBLIGATIONS

17.01 Cease Use of System and Marks. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately cease to be a franchisee of ours and you will cease to operate the Inta Juice Business under the System or Marks. You will also immediately cease to use, in any manner whatsoever, any methods, procedures, or techniques associated with the System and cease to use the Marks. Unless otherwise approved in writing by us, you will return to us all copies of materials bearing the Marks. You will not, directly or indirectly, represent to the public that the former Franchise is or was operated or in any way connected with the System or hold yourself out as a present or former franchisee of ours.

17.02 Payment of Amounts Owed. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately pay all sums you owe us and our affiliates. Upon termination for any default by you, the sums you owe will include actual and consequential damages, costs, and expenses we incurred as a result of your default.

17.03 Return Manual and Other Materials. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately return to us the Brand Standards Manual, any training materials, other proprietary information, all trade secrets and confidential materials owned or licensed by us, and all copies thereof. If you fail to return the Brand Standards Manual to us within five days after any expiration or termination of this Agreement, you must pay the brand standards manual replacement fee specified in Section 7.04.

17.04 Change of Identification. Upon the expiration or termination of this Agreement by any means or for any reason, you will, upon our request, immediately remove or obliterate the Marks from all marketing materials, supplies, signage and other items bearing any Marks. You will follow the other steps we may require in the Brand Standards Manual or otherwise in writing for changing the identification of your Premises and/or operations. You will promptly paint over or remove the distinctive System trade dress, color schemes, signage and other physical features. You will not use any reproduction, counterfeit copy, or colorable imitation of the Marks either in connection with any business or the promotion thereof, which is likely to cause confusion, mistake, or deception or which is likely to dilute our exclusive rights in and to the Marks, and you will not utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us so as to constitute unfair competition. You will make modifications or alterations to the Premises immediately upon expiration or termination of this Agreement as may be necessary to prevent any association between us or the System and any business later operated by you or others, and will make specific additional changes thereto as we may reasonably request for that purpose. If you fail or refuse to comply with the requirements of this Section 17.04, we will have the right to enter upon the Premises, without liability for trespass or any other tort, to make or cause to be made any changes as may be required at your expense, which expense you agree to pay us upon demand. We will exercise reasonable care in making these changes, but we will have no obligation or liability to restore your Premises to its condition before making these changes. We will have the right to remove or obliterate the Mark-bearing portion of your supplies and equipment, and you will promptly pay or reimburse us for our costs of doing so.

17.05 Identifiers. You acknowledge that all telephone numbers, facsimile numbers, social media websites, Internet addresses and e-mail addresses (collectively "Identifiers") used in the operation of your Inta Juice Business constitute our assets, and upon termination or expiration of this Agreement, you will take such action within five days to cancel or assign to us or our designee as determined by us, all of our right, title and interest in and to such Identifiers and will notify the telephone company and all listing agencies of the termination or expiration of your right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at our direction. You agree to take all action required to cancel all assumed name or equivalent registrations related to your use of the Marks. You acknowledge that we have the sole rights to, and interest in, all Identifiers used by Franchisee to promote the Inta Juice Business and/or associated with the Marks. You hereby irrevocably appoint us, with full power of substitution, as your true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. You further appoint us to direct the telephone company, postal service, registrar, Internet service provider, listing agency, website operator, or any other third party to transfer such Identifiers to us or our designee. The telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party may accept such direction by us pursuant to this Agreement as conclusive evidence of our rights to the Identifiers and our authority to direct their transfer.

17.06 Cancel Assumed Name. You will take whatever action is necessary to cancel any assumed name or equivalent registration which contains the Marks, and you will furnish us with evidence satisfactory to us of compliance with this obligation within ten days after termination or expiration of this Agreement.

17.07 Customer Lists. Upon the expiration or termination of this Agreement by any means or for any reason, you must immediately provide to us all customer lists and contact information in your possession or control.

17.08 Assignment of Lease. If we request, you will assign to us your lease for the Premises.

17.09 Non-Solicitation and Non-Competition. You will not, directly or indirectly, for a period of two years after the expiration or termination of this Agreement or any Transfer (except for subsections (c), (d), and (e) for which there is a period of one year after the expiration or termination of this Agreement or any Transfer):

(a) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend your name or any similar name to, or render services or advice to any business that offers or sells any smoothies, breakfast bowls or fresh squeezed fruit and veggie juices within a five-mile radius of your Inta Juice Business's location; or

(b) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend your name or any similar name to, or render services or advice to any business that offers or sells any smoothies, breakfast bowls or fresh squeezed fruit and veggie juices within a five-mile radius of any Inta Juice Business owned or operated by us or any of our affiliates or franchisees; or

(c) solicit or attempt to solicit any customer of the Inta Juice Business or any customer of ours or any of our affiliates or franchisees; or

(d) solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any person who is or was an employee of ours or any of our affiliates or franchisees or in any manner induce or attempt to induce any employee of ours or any of our affiliates or franchisees to terminate his or her employment; or

(e) interfere with the Inta Juice Business's and/or our relationship with any person, including any person who at any time during the term of this Agreement was an employee, contractor, supplier, or customer.

The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 17.09 is held unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you expressly agree to be bound by any lesser covenant imposing the maximum duty permitted by law that is subsumed within the terms of the covenant, as if the resulting covenant were separately stated in and made a part of this Section 17.09. You further agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to the enforcement by us of the covenants in this Section 17.09. You understand and acknowledge that we will have the right, in our sole discretion, to unilaterally reduce the scope of any covenant set forth in this Section 17.09 or any portion hereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you will comply immediately with any covenant as so modified.

17.10 Other Post-Termination Obligations. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately and strictly comply with all other provisions of this Agreement pertaining to post-termination obligations. You must follow any procedures established by us to ensure the expiration or termination of this Agreement (or any successor term thereof) creates the least disruption possible to the System, including those procedures set forth in the Brand Standards Manual.

17.11 Right to Purchase. Upon the expiration or termination of this Agreement by any means or for any reason, we will have the right, but not the obligation, to purchase some or all of the assets of the Franchise, including any furnishings, fixtures, equipment, signs, items, inventory, supplies and marketing materials, as well as all items bearing any Mark, at the lesser of your cost or fair market value. Before exercising any rights under this Section 17.11, we will have the right to enter the Inta Juice Business during reasonable hours to inspect the assets. If we elect to exercise our purchase rights, we will give you written notice of intent to do so within 30 days after termination or expiration of this Agreement. In the event of such a purchase, there shall be no payment by us for any intangible assets of the Franchise. If the parties cannot agree on fair market value within 15 days after we provide notice of intent to purchase, then each party will select an independent appraiser. The two appraisers will then have up to 15 business days to agree on a fair market value for the relevant assets. If they cannot agree during that period, then the final fair market value will be determined by averaging the amounts determined by the two appraisers. If we elect to exercise our purchase rights, closing will take place within 45 days after we provide notice of intent to purchase, to the extent reasonably possible. We will have the right to offset all amounts you owe to us or our affiliates against any payment due to you under this Section 17.11. This provision will also apply in the event of death, divorce or incapacity under Section 15.05.

17.12 Survival of Certain Provisions. Certain rights and obligations in Sections 8, 11, 12, 14, 17, 18, and 19 survive termination or expiration of this Agreement (regardless of whether termination is wrongful) or a Transfer by you. You will continue to comply with your obligations under these sections following termination or expiration of this Agreement or a Transfer until the obligations, by their nature or by the relevant express provisions, expire.

17.13 Liquidated Damages. Upon termination of this Agreement by us for any reason other than the expiration of the contract term, you agree to pay to us within 15 days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the combined average monthly Royalties and Brand Fund Contributions payable by you (without regard to any fee waivers or other reductions) from the date you open your Inta Juice Business through the date of early termination multiplied by the lesser of: (a) 36; or (b) the number of full months remaining in the term of the Agreement had it not been terminated, except that liquidated damages will not under any circumstances be less than $30,000.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalties and Brand Fund Contributions due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalties and Brand Fund Contributions would have grown over what would have been this Agreement's remaining term. The parties hereto consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalties and Brand Fund fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalties and Brand Fund sections. You and each of your owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty and Advertisement sections.

18. DISPUTE RESOLUTION

18.01 Mediation. Except as set forth in Section 18.03 below, all claims or disputes between you and us or our affiliates arising out of, or in any way relating to, this Agreement, or any of the parties' respective rights and obligations arising out of this Agreement, shall be submitted first to mediation prior to a hearing in binding arbitration or a trial court proceeding. Such mediation shall take place in Greeley, Colorado (or our then-current headquarters) under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), in accordance with JAMS' Commercial Mediation Rules then in effect. You may not commence any action against us or our affiliates with respect to any such claim or dispute in any court unless mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. The parties shall each bear their own costs of mediation and shall share equally the filing fee imposed by JAMS and the mediator's fees. We reserve the right to specifically enforce our right to mediation. Prior to mediation, and before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies in detail, the precise nature and grounds of such claim or dispute. We shall not be required to first attempt to mediate or arbitrate a controversy, dispute or claim against you through mediation or arbitration as set forth in Section 18 if such controversy, dispute or claim concerns an allegation by us that you have violated (or threaten to violate, or pose an imminent risk of violating): (a) any of our federally protected intellectual property rights in the Marks, the System, or in any of our trade secrets or confidential information; (b) any claims pertaining to or arising out of any warranty issued; or (c) any of the restrictive covenants contained in this Agreement. We and you (and your owners) agree that the mediation provision shall apply during the term of this Agreement and following the termination, expiration or non-renewal of this Agreement.

18.02 Binding Arbitration. Without limiting our rights and remedies under Section 16, the parties hereto acknowledge and agree that any dispute or controversy arising out of or relating to this Agreement subject to informal negotiations and not settled by informal negotiations will, at the request of either party, be settled by final and binding arbitration conducted in Greeley, Colorado (or our then-current headquarters) by JAMS (if JAMS or any successor thereto is no longer in existence at the time arbitration is commenced, you and we will agree on another arbitration organization to conduct the arbitration proceeding), in accordance with JAMS' Commercial Mediation Rules and otherwise as set forth below on an individual basis (not a class action):

(a) Notice of Arbitration. Either party may initiate the arbitration proceeding by making a written demand to the other party, and both parties will then be obligated to engage in arbitration. The demand for arbitration must be served on the other party within the period provided by the applicable statute of limitations, and must contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedies sought. A demand for arbitration will not operate to stay, postpone or rescind the effectiveness of any termination of this Agreement. Arbitration will not proceed until any protest of arbitrability is resolved by the arbitrator or by an appropriate court, if necessary.

(b) Selection of Arbitrator. Arbitration will be conducted before a single arbitrator who is familiar with legal disputes of the type at issue and who has at least 10 years' experience as a lawyer or in the franchise business. The parties will mutually agree on the selection of the arbitrator; however, if the parties have not agreed on the selection of an arbitrator within 30 days after the arbitration demand, either party may request JAMS or successor organization, to appoint a qualified arbitrator.

(c) Preliminary Conference. Within 10 days after appointment of the arbitrator, the parties will meet with the arbitrator, in person or by telephone, for a preliminary conference. At the preliminary conference, the parties will establish the extent of and schedule for discovery, including the production of relevant documents, identification of witnesses, depositions, and the stipulation of uncontested facts. At this preliminary conference, the date for the hearing will be set which will not, unless both parties agree, be more than 60 days after the date of the preliminary conference. At the preliminary conference, the arbitrator will set forth the procedures to be followed at the hearing.

(d) Discovery. Should a dispute arise over the extent of or propriety of any discovery request, the arbitrator will make a final determination after hearing each party's position. All discovery must be completed within 45 days after the preliminary conference, unless otherwise agreed by the parties.

(e) Statement of Case. At least 5 days before the scheduled hearing, each party must deliver to the arbitrator and to the other party a written summary of its position on the issues in dispute.

(f) Hearing. Unless otherwise mutually agreed by the parties, all arbitration proceedings will be held in the city in which we then have our principal place of business.

(g) Arbitrator's Decision. The arbitrator will issue a written decision within 10 days after conclusion of the hearing, explaining the basis for the decision. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction. This decision will be binding upon both parties. The arbitrator will have authority to assess actual damages sustained by reason of any breach or wrongful termination of this Agreement, but will not have any authority to amend or modify the terms of this Agreement or to assess punitive damages.

(h) Time Schedule. The parties will use due diligence to meet the foregoing time schedule, and the arbitrator will have the right to impose appropriate sanctions against any party who fails to comply with the agreed-upon time schedule. The arbitrator will use his best efforts to comply with the foregoing time schedule, but may unilaterally modify it if, in his opinion, modification is necessary for a proper and just resolution of the dispute. The parties may jointly modify the agreed-upon time schedule, subject to the arbitrator's approval.

(i) Arbitration Expenses. The fees of, and authorized costs incurred by, the arbitrator will be shared equally by the parties, and each party will bear all of its own costs of arbitration; provided, however, that the arbitration decision will provide that the substantially prevailing party will recover from the other party its actual costs and expenses (including arbitrator's fees and expenses, and attorney fees and expenses) incurred in connection with the dispute.

(j) Confidentiality. The entire arbitration proceedings and related documents are confidential. Except as necessary to enforce the decision of the arbitrator hereunder, all conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the arbitration by any of the parties, their agents, employees or representatives and by the arbitrator, are confidential. These matters will not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding involving the parties, and will not be disclosed to anyone who is not an agent, employee, expert witness, or representative for any of the parties; however, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the arbitration.

(k) Survival. We and you (and your owners) agree that the arbitration provisions of this Section 18.02 shall apply during the term of this Agreement and following the termination, expiration or non-renewal of this Agreement.

18.03 Provisional Remedies. Despite the provisions of Sections 18.01 or 18.02, each party will have the right to seek from an appropriate court any provisional remedies, including declaratory relief, specific enforcement, temporary restraining orders or preliminary injunctions, before, during or after informal dispute resolution or arbitration. Neither party is required to await the outcome of any informal dispute resolution or arbitration before seeking provisional remedies. The seeking of provisional remedies will not be deemed to be a waiver of either party's right to compel informal dispute resolution or arbitration. You acknowledge that any failure to fully and strictly comply with Section 17 will result in irreparable injury to us for which there is no adequate remedy at law, and you agree that, in the event of any noncompliance with any of Section 17, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. An action seeking provisional remedies will be brought in any state or federal court within the jurisdiction in which we then have our principal place of business, or in any other state court or federal district court with proper jurisdiction. The parties consent to the exercise of personal jurisdiction over them by these courts, and to the propriety of venue in these courts for the purpose of this Section 18.03, and the parties waive any objections that they would otherwise have in this regard.

18.04 Costs of Enforcement. If we secure any provisional remedy pursuant to Section 18.03 of this Agreement, or if any provision of this Agreement is otherwise enforced at any time by us in arbitration or in any court proceedings, or if any amounts due from you to us are collected by or through an attorney at law or collection agency, you will be liable to us for all costs and expenses of enforcement and collection including, but not limited to, court costs and reasonable attorney fees and expenses incurred by us (including the fair market value of any time expended by in-house legal counsel). Such reasonable fees and costs shall include post-judgment motions, including motions for fees and costs.

18.05 Jurisdiction. The parties hereto agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner. Therefore, except for those claims set forth in Section 18.03, the parties consent to the exclusive jurisdiction of the United States District Court for the District of Colorado, ~~the Colorado Court of Chancery or~~ **the federal or state court for the jurisdiction in which we then have our principal place of business for any litigation relating to this Agreement or the operation of the Franchise hereunder; provided that we have the option to bring suit against any you in any state or federal court within the jurisdiction where your Inta Juice Business is or was located or where any of your owners lives. The parties consent to the exercise of personal jurisdiction over them by these courts, and to the propriety of venue in these courts for the purpose of this Agreement, and the parties waive any objections that they would otherwise have in this regard. Each of the parties specifically waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL THAT THEY MAY HAVE IN ANY ACTION ARISING OUT OF OR UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT ANY LITIGATION BETWEEN THEM WILL BE OF INDIVIDUAL CLAIMS, AND THAT THE CLAIMS SUBJECT TO LITIGATION WILL NOT BE LITIGATED AS A CLASS ACTION.**

19. GENERAL PROVISIONS

19.01 Partial Invalidity. If all or any part of a provision of this Agreement violates applicable law, the affected provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement will not be affected, and the parties will modify the invalid or unenforceable provision to the extent required to be valid and enforceable. However, if in our judgment this result substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you, without penalty or compensation owed by either party.

19.02 Waivers, Modifications and Approvals. Whenever this Agreement requires our prior approval or consent, you will make a timely written request to us therefor, and we may withhold, condition or withdraw our consent in our sole discretion. No failure of ours to exercise any power reserved to us by this Agreement and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of our right to demand exact compliance with any of the terms herein. A waiver or approval by us of any particular default by you or any other franchisee or acceptance by us of any payments due hereunder will not be considered a waiver or approval by us of any preceding or subsequent breach by you of any term, covenant, or condition of this Agreement. We will not be deemed to have waived any of our rights under this Agreement, nor will you be deemed to have been excused from performance of any of your obligations pursuant to this Agreement, unless the waiver or excuse is written and signed by an authorized representative of us and you. To be effective, any modifications, waivers, approvals and consents of, or under, this Agreement by us must be designated as such, in writing, and signed by our authorized representative. Notwithstanding anything to the contrary herein, you acknowledge and agree that Sections 2.02(c) and 17.09 of this Agreement permit us to unilaterally modify this Agreement.

19.03 Notices. Any notice, reports, and other information and documents permitted or required to be delivered under Agreement will be in writing, and will be delivered to us at 2108 35th Ave, #B, Greeley, CO 80634, or to you at the address of the Premises or the address listed on the signature page hereof. Either party may modify its address periodically by written notice to the other party. Notices will be effective if in writing and delivered to the appropriate party by: delivery service, with proof of delivery; or by first class, prepaid certified or registered mail, return receipt requested. Notices will be deemed given on the date delivered or on the date of the first attempted delivery, if delivery is refused or unclaimed.

19.04 Governing Law. This Agreement takes effect upon its acceptance by us in the State of Colorado, and will be governed by and interpreted in accordance with Colorado law applicable to contracts made and to be wholly performed therein without regard to its conflicts of law rules; provided, however, that this provision is not intended to subject this Agreement to any franchise or similar law, rule or regulation of the State of Colorado to which it would not otherwise be subject.

19.05 Counterparts. This Agreement may be signed in any number of counterparts, each of which when signed and delivered will be deemed an original, but all counterparts together will constitute one and the same instrument.

19.06 Construction. No provision of this Agreement will be interpreted in favor of or against either party merely because of that party's role in the preparation of this Agreement, or because of the nature or type of this Agreement. The headings and captions contained herein are for the purpose of convenience and reference only, and are not to be construed as part of this Agreement. All terms and words used herein will be construed to include the number and gender as the context of this Agreement may require. The parties agree that each section of this Agreement will be construed independently of any other section or provision of this Agreement. All references in this Agreement to Sections or Attachments refer to the relevant sections and attachments, respectively, of this Agreement. This Agreement, together with the exhibits and any addenda attached, is the entire agreement, and supersedes all prior representations, agreements and understandings (oral or written) of the parties; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Franchise Disclosure Document that was furnished to you by us. Except for the Indemnitees, or as otherwise expressly provided in this Agreement, there are no third party beneficiaries hereunder. No agreement between us and any third party is for your benefit. Except as expressly provided in this Agreement, this Agreement is binding on and will inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. Time is of the essence.

19.07 Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party will be in default hereunder by reason of its delay in performance of, or failure to perform, any of its obligations hereunder, if this delay or failure is caused by strikes or other labor disturbance; acts of God, or the public enemy, riots or other civil disturbances, fire, or flood; interference by civil or military authorities; compliance with governmental laws, rules, or regulations which were not in effect and could not be reasonably anticipated as of the date of this Agreement; delays in transportation, failure of delivery by suppliers, or inability to secure necessary governmental priorities for materials; or, any other fault beyond its control or without its fault or negligence. In this case, the time required for performance of the relevant obligation will be the duration of the unavoidable delay. "Force majeure" shall specifically exclude your lack of available financing.

19.08 State Addendum. The laws of certain states may supersede some of the provisions of this Agreement, and certain states require us to supplement or modify the provisions of this Agreement. If applicable, these supplements and modifications are contained in the addendum to the Franchise Disclosure Document as Exhibit H. When you sign this Agreement, you will also properly sign the addenda, if applicable. The multi-state addendum will be construed and applied as narrowly as possible, consistent with applicable state law, in order to avoid potential conflicts between state laws.

19.09 Operation in the Event of Absence or Disability; Step-In Rights.

(a) In order to prevent any interruption of the Franchise operations which would cause harm to the Franchise, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Franchise, operate the Franchise for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Franchise during such period of operation by us shall be kept in a separate account, and the expenses of the Franchise, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Franchise franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

(b) If we determine in our sole judgment that the operation of your Inta Juice Business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchise which would cause harm to the System and thereby lessen its value, you authorize us to operate your Inta Juice Business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchise if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your Inta Juice Business; or we determine that operational problems require that we operate your Inta Juice Business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the Inta Juice Business as a going concern.

(c) We shall keep in a separate account all monies generated by the operation of your Inta Juice Business, less the expenses of the Inta Juice Business, including reasonable compensation and expenses for our representatives. In the event of our exercise of the Step-In Rights, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorney fees and costs incurred as a consequence of our exercise of the Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

20. SECURITY INTEREST

20.01 Collateral. You grant to us a security interest ("Security Interest") in all of the furniture, fixtures, equipment, signage, and realty (including your interests under all real property and personal property leases) of the Franchise, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Franchise. All items in which a security interest is granted are referred to as the "Collateral."

20.02 Indebtedness Secured. The Security Interest is to secure payment of the following (the "Indebtedness"):

(a) All amounts due under this Agreement or otherwise by you;

(b) All sums which we may, at our option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

(c) All expenses, including reasonable attorney fees, which we incur in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting our rights under the Security Interest and this Agreement; and

(d) All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of you to us or third parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not you execute any extension agreement or renewal instruments.

Our security interest, as described herein, shall be subordinated to any financing related to your operation of the Franchise, including, but not limited to, a real property mortgage and equipment leases.

20.03 Additional Documents. You will from time to time as required by us join with us in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to us.

20.04 Possession of Collateral. Upon default and termination of your rights under this Agreement, we shall have the immediate right to possession and use of the Collateral.

20.05 Our Remedies in Event of Default. You agree that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at our option and without notice, become due and payable immediately, and we shall then have the rights, options, duties, and remedies of a secured party under, and you shall have the rights and duties of a debtor under, the Uniform Commercial Code of Colorado (or other applicable law), including, without limitation, our right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by us in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth above.

20.06 Special Filing as Financing Statement. This Agreement shall be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

21. ACKNOWLEDGMENTS

21.01. Accurate Information. You represent that all information set forth in any and all applications, financial statements and submissions to us is true, complete and accurate in all respects. You acknowledge that we are relying upon the truthfulness, completeness and accuracy of this information in our decision to enter into this Agreement with you.

Your initials: _______________

21.02 Proper Disclosure. You acknowledge that we or our agent have provided you with our current Franchise Disclosure Document not later than the earlier of the first personal meeting held to discuss the sale of the Franchise, or 14 calendar days before you sign this Agreement, or 14 calendar days before you make any payment of any consideration in connection with this transaction.

Your initials: _______________

21.03 Consultation and Understanding. You represent and acknowledge that: (a) you have read and understood this Agreement and our Franchise Disclosure Document; (b) we have fully and adequately explained the provisions of each to your satisfaction; (c) we have advised you to consult with your own attorneys, accountants, or other advisers about the potential benefits and risks of entering into this Agreement; (d) you have had ample opportunity to consult with advisors of your own choosing; and (e) our attorneys have not advised or represented you with respect to this Agreement or the relationship created hereby.

Your initials: _______________

21.04 Independent Investigation of Risks. You represent that you have conducted an independent investigation of the Inta Juice Business contemplated by this Agreement, and you acknowledge that, like any other business, an investment in the Franchise involves unavoidable business risks. You acknowledge that the success of the Franchise is primarily dependent upon the business abilities and efforts of you and your Designated Manager and employees.

Your initials: _______________

21.05 No Warranty or Guarantee. You acknowledge that you have not received or relied upon any warranty or guarantee, express or implied, as to the potential revenues, income, profits, volume or success of the business venture contemplated by this Agreement. You acknowledge that you have read this Agreement and our Franchise Disclosure Document, and that you have no knowledge of any representation by us or any of our officers, directors, shareholders, employees or agents that are contrary to the statements made in our Franchise Disclosure Document or contrary to the terms hereof. We expressly disclaim the making of any warranty, guarantee or representations of this type.

Your initials: _______________

21.06 Reasonable Covenants. The covenants not to compete in this agreement are fair and reasonable, and will not impose any undue hardship on you or your owners, since you and your owners have other considerable skills, experience and education which afford you and your owners the opportunity to derive income from other endeavors.

Your initials: _______________

21.07 No Other Agreements. You acknowledge that this Agreement, the documents referred to herein, the attachments hereto, and other agreements signed concurrently with this Agreement, if any, constitute the entire, full and complete Agreement between us and you concerning the subject matter hereof. This Agreement terminates and supersedes any prior agreement between the parties concerning the same subject matter, and any oral or written representations which are inconsistent with the terms of this Agreement or our Franchise Disclosure Document.

Your initials: _______________

21.08 No Business Opportunity Representations. You acknowledge that neither we nor any of our officers, directors, shareholders, employees or agents have made any representation that: (a) we may purchase any or all products made, produced, fabricated or modified by you; (b) we guarantee that you will derive income from the Franchise which will exceed the initial franchise fee; (c) we guarantee that we will refund all or part of the initial franchise fee if you are not satisfied with the Franchise; or (d) we will provide a sales program or marketing program which will enable you to derive income from the Franchise which exceeds the initial franchise fee.

Your initials: _______________

(~~Remainder of~~Signatures on following page ~~intentionally left blank~~)

IN WITNESS WHEREOF, the parties hereto have duly signed this Agreement as of the Effective Date.

FRANCHISEE:

____
Entity name (if any)

By: ___________________________________

Printed Name: ___________________________

Title: __________________________________

By: ___________________________________

Printed Name: ___________________________

Title: __________________________________

Franchisee's Address for Notices:

____
____
____

Date Signed: ____________________________

FRANCHISOR:

INTA JUICE FRANCHISING LLC

By: ___________________________________

Printed Name: ___________________________

Title: __________________________________

Effective Date: __________________________

ATTACHMENT A TO THE FRANCHISE AGREEMENT

PREMISES AND TERRITORY

1. If a particular site for the Inta Juice Business has been selected and approved at the time of the signing this Agreement, it shall be entered on Attachment A-1 as the Premises and the Premises shall have the Territory listed in Attachment A-1. If a particular site has not been selected and approved at the time of the signing this Agreement, Section 3 of this Attachment will describe the location in general terms below in the "General Description." The General Description does not confer any territory rights to you and is only used for a reference. We may sell other franchised locations in the area in the General Description.

2. After we have approved a location for your Inta Juice Business, we shall complete the Premises and the Territory in Attachment A-1. As the Territory is dependent on the location of the Inta Juice Business, we will present you with the Territory upon the identification of the site for the Inta Juice Business. If you do not wish to accept the Territory, you may choose another site location and we will present you with another Territory based on the site selected.

3. General Description of Area For Premises:
(if the Premises is not specified above as of the signing of the Agreement)

____

4. If this Franchise Agreement is being executed pursuant to an Area Development Agreement, this Franchise Agreement constitutes the ____ Inta Juice Business under the Area Development Agreement between you and us dated ___________, 20__.

FRANCHISOR:	**FRANCHISEE:**
INTA JUICE FRANCHISING LLC	______________________________ Entity name (if any)
By: ______________________________	By: ______________________________
Printed Name: ______________________	Printed Name: ______________________
Title: ______________________________	Title: ______________________________

ATTACHMENT A-1 TO THE FRANCHISE AGREEMENT

You have received approval for site location for the Inta Juice Business that satisfies the demographics and location requirements minimally necessary for the Inta Juice Business and that meets our minimum current standards and specifications for the build out, interior design, layout, floor plan, signs, designs, color and décor of an Inta Juice Business. You and we have mutually agreed upon a Territory based on the site for the Inta Juice Business which is indicated below. You acknowledge that the Territory is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

Premises for Inta Juice Business:

The Premises for your Inta Juice Business as provided in Section 2.02(c) of the Agreement is:

____

Territory:

The Territory as provided in Section 2.03 of the Agreement is:

____

____

FRANCHISOR:	FRANCHISEE:
INTA JUICE FRANCHISING LLC	__________________________________ Entity name (if any)
By: ______________________________	By: ______________________________
Printed Name: _______________________	Printed Name: _______________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________

ATTACHMENT B TO THE FRANCHISE AGREEMENT

Franchisee: ____

Form of Ownership
(Check One)

____ Individual ____ Partnership ____ Corporation ____ Limited Liability Company

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and date formed or incorporated: ____

Management (managers, officers, board of directors, etc.):

Name	Address	Title

Members, Stockholders, Partners:

Name	Address	Percentage Owned

Franchisee acknowledges this Form of Ownership applies to the Franchise authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

FRANCHISEE:

____
Entity name (if any)

By: _____________________________________

Printed Name: ______________________________

Title: ____________________________________

Date: ____________________________________

ATTACHMENT C TO THE FRANCHISE AGREEMENT

OWNERS AGREEMENT

As a condition to the ~~granting~~execution by Inta Juice Franchising LLC ("we" or "us"), of a Franchise Agreement with ___________________________________ ("Franchisee"), each of the undersigned individuals ("Owners"), who constitute all of the owners of a direct or indirect beneficial interest in Franchisee, as well as their respective spouses , covenant and agree to be bound by this Owners Agreement ("Owners Agreement").

1. Acknowledgments.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of ~~__________________,~~_______________________________, 20___ ("Franchise Agreement"). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 ~~Owners'~~ Role of Owners. Owners are the beneficial owners or spouses of the beneficial owners of all of the equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality~~, non-solicitation,~~ and non-compete obligations, would be of little value to us if Franchisee's owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure and Protection of Confidential Information.

Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a ~~Franchise.~~franchised business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will also be deemed Confidential Information for purposes of this Owners Agreement.

3. Covenant Not To Compete and To Not ~~To~~ Solicit.

3.1 Non-Competition and Non-Solicitation During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition and solicitation both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. **Transfers.**

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Owners Agreement and the Franchise Agreement.

6. **Notices.**

6.1 Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Owners Agreement is:

Inta Juice Franchising LLC
2108 35th Ave, #B
Greeley, CO 80634

The current address of each Owner for all communications under this Owners Agreement is designated on the signature page of this Owners Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. **Enforcement of This Owners Agreement.**

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3 Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. **Miscellaneous.**

8.1 No Other Agreements. This Owners Agreement constitutes the entire, full and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e. to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Owners Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation~~.~~

8.5 Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

8.6 Successors. References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.

8.8 No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9 Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

OWNERS:

______________________________	______________________________
[Insert Name ~~and Address~~ of Owner]	[Insert Name of Spouse]
______________________________	______________________________
[Insert Name ~~and Address~~ of Owner]	[Insert Name of Spouse]
______________________________	______________________________
[Insert Name ~~and Address~~ of Owner]	[Insert Name of Spouse]
______________________________	______________________________
[Insert Name ~~and Address~~ of Owner]	[Insert Name of Spouse]

Inta Juice Franchising LLC hereby accepts the ~~Owner(s)'~~ agreements of the Owner(s) hereunder.

INTA JUICE FRANCHISING LLC

By: ______________________________

Title: ______________________________

EXHIBIT B

AREA DEVELOPMENT AGREEMENT

EXHIBIT B

Inta Juice Franchising LLC

AREA DEVELOPER AGREEMENT

Area Developer: ________________________________

Date: ____

Territory:______________________________________

TABLE OF CONTENTS

Section **Page**

INTA JUICE FRANCHISING LLC
AREA DEVELOPER AGREEMENT

THIS AREA DEVELOPER AGREEMENT ("Agreement") is made and entered into by and between INTA JUICE FRANCHISING LLC, a Colorado limited liability company ("IJF"), with a business address at 2108 35th Avenue #B, Greeley, Colorado 80634 and the area developer identified on the signature page of this Agreement ("Area Developer") as of the date specified on the "Effective Date" on the signature page.

WITNESSETH:

WHEREAS, IJF offers franchise rights relating to the establishment, development and operation of businesses that offer premium fruit smoothies, breakfast bowls, fresh squeezed fruit and veggie juices, wheat grass juice, supplements and other related healthy snacks ("Inta Juice Franchise(s)");

WHEREAS, in addition to this Area Developer Agreement, IJF and Area Developer have entered into a Franchise Agreement (the "Initial Franchise Agreement") for the right to establish and operate a single Inta Juice franchised business (the "Initial Business"); and

WHEREAS, Area Developer desires to purchase an option to establish and operate Inta Juice Franchises within the territory described in Attachment A ("Development Territory"), under the development schedule described in Attachment B ("Development Schedule") and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other party set forth herein, hereby mutually agree as follows:

1. GRANT

1.1 IJF hereby grants to Area Developer the right to establish and operate the number of Inta Juice Franchises indicated in Section 1 of Attachment B within the Development Territory described in Attachment A. Each Inta Juice Franchise shall be operated according to the terms of our then-current form of individual franchise agreement ("Franchise Agreement").

1.2 If the Area Developer is developing Inta Juice Franchises, and complies with the terms of this Agreement, the Development Schedule, the individual Franchise Agreement for each Inta Juice Franchise, and any other agreements entered into with IJF or its affiliates, then IJF will not franchise or license others, nor will it itself directly or indirectly develop, own, lease, construct or operate in any manner, any Inta Juice Franchises in the Development Territory during the term of this Agreement. Area Developer acknowledges that the Development Territory may already include existing Inta Juice Franchises, and that Area Developer may not develop an Inta Juice Franchise that infringes on the territorial rights of existing Inta Juice Franchises. Further, IJF reserves the right to: a) own, acquire, establish and/or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, at any location within or outside the Development Territory (even if these businesses are in competition with Area Developer); b) to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with Area Developer's development rights under this Agreement, wherever located; c) to acquire and convert to the System operated by IJF, any businesses offering services and products similar to those offered by Inta Juice Franchises, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned and whether located inside or outside of the Development Territory, provided that in such situations the newly acquired businesses may not operate under the Marks in the Development Territory; and d) to sell or distribute, at retail or wholesale or otherwise, directly or indirectly, or license others to sell or distribute, any food products, including proprietary food products, under the Marks or any other marks, through grocery stores, convenience stores, hotel shops and kiosks, theatres, malls, airports, gas stations, college campuses, sports venues or other retail locations within or outside of the Development Territory. IJF reserves all other rights, including the right, for itself, its affiliates, and any other authorized person or entity (including any other Inta Juice Franchise) to otherwise act in the manner permitted in any Franchise Agreement. Upon the expiration or termination of this Agreement; (a) Area Developer shall have no further right to construct, equip, own, open or operate additional Inta Juice Franchises which are not, at the time of such termination or expiration, the subject of a then-existing franchise agreement between Area Developer (or an affiliate of Area Developer) and IJF which is then in full force and effect; and (b) IJF or its affiliates may thereafter itself construct, equip, open, own or operate, and license others to (or grant development rights to) construct, equip, open, own or operate Inta Juice Franchises at any location(s) (within or outside of the Development Territory), without any restriction, subject only to the territorial rights granted, if any, for any then-existing Inta Juice Franchise pursuant to a validly existing franchise agreement executed for such Inta Juice Franchise. ~~The rights granted under this Section 1.2 shall automatically terminate on Area Developer's failure to adhere to the Development Schedule.~~Upon Area Developer's first failure to adhere to the Development Schedule, Area Developer will lose the exclusivity granted for the Development Territory. Any additional failures to adhere to the Development Schedule will constitute a material event of default of this Agreement, for which Franchisor may, among other things: (i) terminate the Agreement; (ii) reduce the area of the Development Territory; (iii) permit Area Developer to extend the Development Schedule; or (iv) pursue any other remedy Franchisor may have at law or in equity, including but not limited to, a suit for non-performance.

1.3 This Agreement is not a franchise agreement and Area Developer shall have no right to use in any manner the Inta Juice trademarks or area developer system by virtue hereof. Each Inta Juice Franchise will be governed by the individual Franchise Agreement signed by IJF and Area Developer, or its affiliate, for each Inta Juice Franchise.

1.4 The Area Developer must own at least a fifty-one percent (51%) equity interest in the franchisee for each Inta Juice Franchise developed hereunder. In addition, Area Developer shall ensure that a person having at least a ten percent (10%) beneficial equity interest in such franchisee shall at all times devote his or her full time and attention to managing, supervising, and developing each Inta Juice Franchise and that the person is at all times identified to Inta Juice. Area Developer shall identify all equity owners of Area Developer by completing the Statement of Shareholders/Members/Partners attached to this Agreement as Attachment C. Area Developer shall provide IJF with an updated form of Attachment C within ten business days of any change in the equity ownership of Area Developer. The failure of Area Developer to provide IJF with an updated Attachment C within the time frame specified in this Section 1.4 shall constitute a material default of this Agreement.

2. TERM

Unless sooner terminated pursuant to the provisions of Section 7, the term of this Agreement shall expire upon the earlier of: (a) the Termination Date listed on Section 2 of Attachment B; or (b) completion of the obligations of the Development Schedule. Upon expiration or termination of this Agreement, the only territorial protections that Area Developer will retain are those under each individual Franchise Agreement.

3. AREA DEVELOPER FEE

Area Developer must pay IJF the total "Development Fee" set forth in Attachment A. No initial franchise fee will be due upon the execution of each additional single-unit Franchise Agreement to be developed under this Agreement. The Area Developer Fee shall be deemed fully earned immediately upon receipt and shall be non-refundable, regardless of whether Area Developer opens any of the Inta Juice Franchises it is obligated to open in the Development Territory.

4. DEVELOPMENT SCHEDULE AND MANNER FOR EXERCISING DEVELOPMENT RIGHTS

4.1 Area Developer shall exercise the development rights granted under this Agreement only by entering into a separate Franchise Agreement with Inta Juice for each Inta Juice Franchise for which a development right is granted. The Franchise Agreement to be executed for the first Inta Juice Franchise to be developed by Area Developer under this Agreement shall be executed and delivered, concurrently with the execution and delivery of this Agreement. All subsequent Inta Juice Franchises developed under this Agreement shall be established and operated pursuant to the form of Franchise Agreement, and ancillary documents, then being used by IJF for an Inta Juice Franchise. Area Developer acknowledges that the then-current form of Franchise Agreement may differ from the Initial Franchise Agreement, except that each shall have the same royalty rate as the Initial Franchise Agreement.

4.2 Development Schedule.

(a) Acknowledging that time is of the essence, Area Developer agrees to exercise its development rights according to Section 4.1 and according to the Development Schedule set forth on Attachment B, which schedule designates the number of Franchise Agreements that must be executed prior to the expiration of each of the designated development periods ("Development Periods") for the operation of Inta Juice Franchises in the Development Territory.

(b) During any Development Period, Area Developer may, with IJF's prior written consent, develop more than the number of Inta Juice Franchises that Area Developer is required to develop during that Development Period by executing multiple Franchise Agreements during a single Development Period. Any Franchise Agreements executed during a Development Period in excess of the minimum number to be executed prior to expiration of that Development Period shall be applied to satisfy Area Developer's development obligation during the next succeeding Development Period. Area Developer shall not execute more than the cumulative total number of Franchise Agreements that Area Developer is obligated to execute under this Agreement, as set forth above in the Development Schedule.

(c) Area Developer shall open each Inta Juice Franchise in accordance with the terms of the Franchise Agreement and shall execute the Franchise Agreements in accordance with the Development Schedule set forth on Attachment B, unless, subject to IJF's approval, Area Developer obtains an extension of the Development Period from IJF to sign a particular Franchise Agreement. Each extension shall be for an additional 90-day period commencing upon the expiration of the applicable Development Period, including any previous extensions thereof ("Extension Date"). No more than two extensions of any Development Period will be permitted. No extension of any Development Period shall affect the duration of any other Development Period or any of Area Developer's other development obligations. If an extension is requested in the final Development Period, the term of this Agreement shall be extended to the Extension Date, and thereafter Area Developer shall have no further rights under this Agreement except as provided in Section 2. Each extension may be conditioned upon payment of an extension fee ("Extension Fee") of ~~Two Thousand Dollars (~~$$2,000~~)~~ per extension.

(d) Failure by Area Developer to adhere to the Development Schedule (including any extensions approved by IJF) shall result in a loss of the territorial rights granted in Section 1.2 of this Agreement. Failure by Area Developer to adhere to the Development Schedule on two or more occasions shall constitute a material event of default under this Agreement.

(e) If IJF is not legally able to deliver a Franchise Disclosure Document to Area Developer by reason of any lapse or expiration of its franchise registration, or because IJF is in the process of amending any such registration, or for any reason beyond IJF's reasonable control, IJF may delay acceptance of the site for Area Developer's proposed Inta Juice Franchise, or delivery of a franchise agreement, until such time as IJF is legally able to deliver a Franchise Disclosure Document.

5. LOCATION OF INTA JUICE FRANCHISES

The location of each Inta Juice Franchise shall be selected by the Area Developer in accordance with the terms set forth in each Franchise Agreement signed by Area Developer, within the Development Territory.

6. FRANCHISE AGREEMENT

Area Developer shall not commence construction on, or open any Inta Juice Franchise until, among other things; the individual Franchise Agreement for that Inta Juice Franchise has been signed by both the Area Developer and IJF.

7. DEFAULT AND TERMINATION

7.1 Area Developer will be in default of this Agreement if it (or its affiliate(s)): (a) fails to comply with the Development Schedule on two or more occasions; (b) fails to perform any of its obligations under this Agreement or any individual Franchise Agreement; or (c) fails to comply with the provisions on transfer contained herein. Upon default, IJF shall have the right, at its option, and in its sole discretion, to do any or all of the following:

(a) terminate this Agreement;

(b) terminate the territorial exclusivity granted to Area Developer;

(c) reduce the size of the Area Developer's Development Territory;

(d) permit Area Developer to extend the Development Schedule; or

(e) pursue any other remedy IJF may have at law or in equity, including but not limited to, a suit for non-performance.

7.2 Upon the death or Permanent Disability (as defined below) of Area Developer or any controlling shareholder, member or partner of Area Developer (if Area Developer is an entity) (an "Operating Principal"), IJF shall allow a period of up to 180 days after such death or Permanent Disability for his or her heirs, personal representatives, or conservators (the "Heirs") to seek and obtain IJF's consent to the assignment of his or her rights and interests in this

Agreement (or the assignment of his or her equity and voting power) to the Heirs or to another person acceptable to IJF. If, within said 180-day period, said Heir(s) fail to receive IJF's consent as aforesaid or to effect such consented-to assignment, then this Agreement shall immediately terminate at IJF's election. Such consent shall be withheld or granted in IJF's sole discretion. For purposes of this Section 7.2, a "Permanent Disability" shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least 90 consecutive days, and from which condition recovery within 90 days from the date of determination of disability is unlikely. Permanent Disability shall be determined by a licensed practicing physician selected by IJF, upon examination of the person. If the person refuses to submit to an examination, such person shall automatically be deemed Permanently Disabled as of the date of such refusal for the purpose of this Section 7.2. The costs of any examination required by this Section 7.2 shall be paid by IJF. Upon the death or claim of Permanent Disability of Area Developer or any Operating Principal, Area Developer or a representative of Area Developer must promptly notify IJF of such death or claim of Permanent Disability within 15 days of its occurrence.

7.3 In addition, if any individual Franchise Agreement issued to Area Developer or an approved affiliate of Area Developer, whether or not issued pursuant to this Agreement, is terminated for any reason, IJF shall have the right to terminate this Agreement on immediate written notice to Area Developer. Upon termination or expiration of the term of this Agreement, this Agreement shall be of no further effect, and IJF shall have the right to open, or license others to open, Inta Juice Franchises within the Development Territory. For purposes of this Section 7.3, any Franchise Agreement issued by IJF to Area Developer or its approved affiliates, or any corporation, partnership or joint venture, or their affiliates, in which Area Developer or any stockholder, partner or joint venturer of Area Developer, has any direct or indirect ownership or participation interest, shall be deemed a Franchise Agreement issued to Area Developer.

7.4 In the event of a default by Area Developer, all IJF's costs and expenses arising from such default, including reasonable accountant fees, attorney fees and reasonable hourly charges of administrative employees shall be paid to IJF by Area Developer within five days after cure or upon demand by IJF if such default is not cured.

8. ASSIGNMENT

8.1 IJF shall have the absolute right to transfer or assign all or any part of its rights or obligations hereunder to any person or legal entity which assumes its obligation under this Agreement and IJF shall thereby be released from any and all further liability to Area Developer.

8.2 Area Developer may not assign this Agreement or any rights to the Development Territory. The provisions of this Section 8.2 shall not restrict Area Developer from transferring an open and operating Inta Juice Franchise in compliance with the assignment provisions contained in such Inta Juice Franchise's Franchise Agreement.

9. FORCE MAJEURE

In the event that Area Developer is unable to comply with the Development Schedule due to strike, riot, civil disorder, war, failure to supply, fire, natural catastrophe or other similar events beyond its control, and upon notice to IJF, the Development Schedule and this Agreement shall be extended for a corresponding period, not to exceed 90 days.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties with respect to the development of the Development Territory, and shall not be modified except by a written agreement signed by the parties hereto. However, nothing in this Agreement or any related agreement is intended to disclaim IJF's representations made in the Franchise Disclosure Document. Where this Agreement and any Franchise Agreement between the parties' conflicts with respect to the payment terms of initial franchise fees or equity interests held by the Area Developer or operating partners, the terms of this Agreement shall govern. Under no circumstances do the parties intend that this Agreement be interpreted in a way as to grant Area Developer any rights to grant sub-franchises in the Development Territory.

11. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

11.1 It is acknowledged and agreed that Area Developer and IJF are independent contractors and nothing contained herein shall be construed as constituting Area Developer as the agent, partner or legal representative of IJF for any purpose whatsoever. Area Developer shall enter into contracts for the development of the Development Territory contemplated by this Agreement at its sole risk and expense and shall be solely responsible for the direction, control, supervision and management of its agents and employees. Area Developer acknowledges that it does not have authority to incur any obligations, responsibilities or liabilities on behalf of IJF, or to bind IJF by any representations or warranties, and agrees not to hold itself out as having this authority.

11.2 Area Developer agrees to protect, defend, indemnify and hold IJF harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, directly or indirectly incurred as a result of, arising from, out of, or in connection with Area Developer's carrying out its obligations hereunder. Area Developer agrees to reimburse IJF within 30 days of submitting invoice to Area Developer for all costs of defending the matter, including all attorney fees incurred by IJF whether or not Area Developer's insurer assumes defense of IJF promptly when requested. IJF has the right to approve any resolution or course of action, including but not limited to the selection of an attorney for the defense of a matter that could directly or indirectly have any adverse effect on IJF or its trademarks or area developer system, or could serve as a precedent for other matters.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their heirs, successors, permitted assigns and personal representatives.

13. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, which laws shall govern in the event of any conflict of laws, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et. seq.). The parties expressly consent to personal jurisdiction in the State of Colorado and agree that, except as set forth in Section 15, the state and federal court(s) located in the jurisdiction in which we then have our principal place of business (currently, Greeley Colorado, Weld County) will have exclusive jurisdiction for the purposes of carrying out this provision.

If applicable law implies a covenant of good faith and fair dealing in this Agreement, you and we agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely ~~your~~Area Developer's interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees and area developers generally (including ourselves and our affiliates if applicable), and specifically without considering ~~your~~Area Developer's individual interests or the individual interests of any other particular area developer or franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

14. NOTICE

Whenever this Agreement requires notice, it shall be in writing and shall be sent by registered or certified mail, return receipt requested: (a) to IJF at the address on the first page of this Agreement, unless written notice is given of a change of address; and (b) to Area Developer at the address set forth on the signature page, unless written notice is give of a change of address.

All notices to Area Developer shall be conclusively deemed to have been received by Area Developer upon the delivery or attempted delivery of this notice to Area Developer's address listed herein, or the changed address.

15. DISPUTE RESOLUTION

IJF and Area Developer agree that any dispute between the parties arising out of the terms of this Agreement shall be governed in accordance with the terms and conditions set forth in the Initial Franchise Agreement, which terms and conditions are by this reference incorporated herein.

16. ACKNOWLEDGEMENTS

16.1 Area Developer acknowledges and recognizes that different terms and conditions, including different fee structures, may pertain to different area developer agreements and franchise agreements offered in the past, contemporaneously herewith, or in the future, and that IJF does not represent that all area developer agreements or franchise agreements are or will be identical.

16.2 Area Developer acknowledges that it is not, nor is it intended to be, a third party beneficiary of this Agreement or any other agreement to which IJF is a party.

16.3 Area Developer represents to IJF that it has the business acumen, corporate authority, and financial wherewithal to enter into this Agreement and to perform all of its obligations hereunder, and furthermore, that the execution of this Agreement is not in contravention of any other written or oral obligation of the Area Developer.

16.4 Area Developer acknowledges and accepts the following:

The success of the Area Developer in managing and operating multiple Inta Juice Franchises is speculative and will depend on many factors including, to a large extent, Area Developer's independent business ability. Area Developer has been given the opportunity and been encouraged to obtain independent advice from legal and other professionals before entering into this Agreement. This offering is not a security as that term is defined under applicable Federal and State securities laws. The obligation to train, manage, pay, recruit and supervise employees of the Inta Juice Franchises rests solely with Area Developer. Area Developer has not relied on any warranty or representation, expressed or implied, as to the potential success or projected income of the business venture contemplated hereby. No representations or promises have been made by IJF to induce Area Developer to enter into this Agreement except as specifically included herein. IJF has not made any representation, warranty or guaranty, express or implied, as to the potential revenues, profits or services of the business venture to Area Developer and cannot, except under the terms of this Agreement, exercise control over Area Developer's business. Area Developer acknowledges and agrees that it has no knowledge of any representation made by IJF or its representatives of any information that is contrary to the terms contained herein.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Agreement on the day and year first written above.

INTA JUICE FRANCHISING LLC,
a Colorado limited liability company

By: ______________________________

Name: ______________________________

Title: ______________________________

Effective Date: ______________________________

AREA DEVELOPER:

____
Entity name (if any)
a(n) ______________________________

By: ______________________________

Printed Name: ______________________________

Title: ______________________________

Area Developer's Address for Notices:

____
____
____

Date Signed: ______________________________

ATTACHMENT A

DESCRIPTION OF THE DEVELOPMENT TERRITORY

____
____
____
____
____
____

AREA DEVELOPER FEE

1.	Number of Inta Juice Franchises (including the Initial Business)	______
	Fee for Initial Business:	$25,000
	__ Inta Juice Franchises @ $15,000/ea:	+ $
		=
	Total Area Developer Fee:	$

~~***(Signatures on following page)***~~

INTA JUICE FRANCHISING LLC,
a Colorado limited liability company

By: ____________________________________

Name: ____________________________________

Title: ____________________________________

AREA DEVELOPER:

____
Entity name (if any)
a(n) ____________________________________

By: ____________________________________

Name: ____________________________________

Title: ____________________________________

ATTACHMENT B

DEVELOPMENT SCHEDULE

1. Number of Inta Juice Franchises to be developed under this Agreement (including the Initial Business): __________________

2. The termination date of this Agreement shall be the earlier of the date the Development Schedule is complete or ________________________, 20___.

3. Development Schedule:

Inta Juice Franchise	Development Period	Franchise Agreement Execution Deadline
1	_____ to _____	Date of execution of Area Developer Agreement
2	_____ to _____	
3	_____ to _____	
4	_____ to _____	
5	_____ to _____	

INTA JUICE FRANCHISING LLC.
a Colorado limited liability company

By: ____

Name: ____

Title: ____

AREA DEVELOPER:

____
Entity name (if any)

a(n) ____

By: ____

Name: ____

Title: ____

ATTACHMENT C

STATEMENT OF SHAREHOLDERS/ MEMBERS/PARTNERS

The shareholders, members, or partners (collectively the "Shareholders") of the Area Developer and their respective shareholdings are as follows:

NAME OF SHAREHOLDER	NUMBER AND DESIGNATION OF SHARES	OWNERSHIP PERCENTAGE

AREA DEVELOPER:

____
Entity name (if any)
a(n) ______________________________

By: ______________________________

Name: ______________________________

Title: ______________________________

EXHIBIT C

FINANCIAL STATEMENTS

~~THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.~~

Inta Juice Franchising LLC

Balance Sheet

8/31/17

ASSETS

Current Assets		
GENERAL CHECKING	$ 0	
Total Current Assets		
Property and Equipment	0	
Total Property and Equipment		
Other Assets	0	
Total Other Assets		0
Total Assets		$ 0

LIABILITIES AND CAPITAL

Current Liabilities	0	
Total Current Liabilities		
Long-Term Liabilities		
SHAREHOLDER'S LOAN	$ 0	
~~Total Long-Term Liabilities~~		~~0~~
Total Liabilities		
Capital		
COMMON STOCK	50	
Net Income	-50	
Total Capital		0
Total Liabilities & Capital		$ 0

Note: Accrual Basis has been used.

Unaudited - For Management Purposes Only

INTA JUICE FRANCHISING, LLC

Financial Statements
with Report of Independent Auditors

December 31, 2017

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

INTA JUICE FRANCHISING, LLC

Table of Contents

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Members
Inta Juice Franchising, LLC

We have audited the accompanying financial statements of Inta Juice Franchising, LLC, which comprise the balance sheet as of December 31, 2017, and the related statements of operations, members' equity, and cash flows for the three months then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Inta Juice Franchising, LLC as of December 31, 2017, and the results of its operations and its cash flows for the three months then ended in accordance with accounting principles generally accepted in the United States of America.

Kezos & Dunlavy

St. George, Utah
March 24, 2018

INTA JUICE FRANCHISING, LLC

Balance Sheet
December 31, 2017

Assets		2017
Current assets		
Cash and cash equivalents	$	3,984
Total current assets		3,984
Total assets	$	3,984
Liabilities and Members' Equity		
Current liabilities		
Accrued liabilities	$	1,616
Total liabilities		1,616
Members' equity		2,368
Total liabilities and members' equity	$	3,984

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

INTA JUICE FRANCHISING, LLC

Statement of Operations
Three Months Ended December 31, 2017

		2017
Revenue	$	-
Total revenue		-
Operating expenses		
Business organization costs		1,102
Selling, general and administrative expenses		23,530
Total operating expenses		24,632
Net operating loss	$	(24,632)

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

INTA JUICE FRANCHISING, LLC

Statement of Members' Equity
December 31, 2017

		Members' Equity
Balance at August 9, 2017	$	-
Members' contributions		27,000
Net operating loss		(24,632)
Balance at December 31, 2017	$	2,368

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

INTA JUICE FRANCHISING, LLC

Statement of Cash Flows
Three Months Ended December 31, 2017

		2017
Cash flows used in operating activities:		
Net loss	$	(24,632)
Change in operating assets and liabilities:		
Accrued liabilities		1,616
Net cash used in operating activities		(23,016)
Cash flows from financing activities:		
Contributions from members		27,000
Net cash provided by financing activities		27,000
Net change in cash and cash equivalents		3,984
Cash and cash equivalents at beginning of period		-
Cash and cash equivalents at end of period	$	3,984
Supplemental disclosures of cash flow		
Cash paid for interest	$	-

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

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

(a) Nature of Business

Inta Juice Franchising, LLC (the "Company") was formed on August 9, 2017 as a Colorado Limited Liability Company. The Company sells a juice bar franchise, offering smoothies, supplements, and vegetable blends. The Company's headquarters are located in Greeley, Colorado.

The company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(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. Also included within cash equivalents are deposits in-transit from banks for payments related to third-party credit card and debit card transactions. As of December 31, 2017, the Company had cash and cash equivalents of $3,984.

(e) Income Taxes

The entity is structured as a limited liability company (LLC) under the laws of the State of Colorado. 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 members. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under Accounting Standards Codification ("ASC") Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 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 members 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 December 31, 2017, no tax years are subject to examination.

Notes to the financial statements
December 31, 2017

(f) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, long term notes receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

(g) 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) Accrued Liabilities

Accrued liabilities consists of amounts owed to vendors for services received but not yet billed. As of December 31, 2017, the accrued liabilities balance was $1,616.

(3) Members' Capital

The Company entered into a Limited Liability Company Operating Agreement in 2017. The Company has three members who contributed $27,000 in 2017.

(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 Topic 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 the date on which the financial statements were issued.

EXHIBIT D

LIST OF CURRENT AND FORMER FRANCHISEES/ AREA DEVELOPERS

Current Franchisees as of December 31, 201~~6~~7:

None

Current Area Developers as of December 31, 201~~6~~7:

None

Franchisees with Unopened Outlets as of the Issuance Date:

None

Former Franchisees:

The name and last known address of every franchisee who had an Inta Juice Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period ~~January~~October 1, 2016 to ~~December 31, 2016~~September 30, 2017, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

None

Former Area Developers:

The name and last known address of every area developer who had an Inta Juice Area Development Agreement transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Area Development Agreement during the period ~~January~~October 1, 2016 to ~~December 31, 2016~~September 30, 2017, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

None

<u>EXHIBIT E</u>

STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

State Administrator and Agents f Service of Process:

Commissioner
Department of Business Oversight
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agents for Service of Process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

Agents for Service of Process:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA

Department of Commerce
Commissioner of Commerce
85 Seventh Place East, Suite 280
St. Paul, MN 55101-3165
(651) 539-1600

NEW YORK

Administrator:

Office of the New York Attorney General
Investor Protection Bureau
Franchise Section
120 Broadway, 23rd Floor
New York, NY 10271-0332
(212) 416-8236 (Phone)
(212) 416-6042 (Fax)

Agents for Service of Process:

New York Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

North Dakota Securities Department
State Capitol, Fifth Floor, Dept. 414
600 E. Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-4712

RHODE ISLAND

Department of Franchise Regulation
1511 Pontiac Avenue
John O. Pastore Complex, Bldg. 69-1
Cranston, RI 02920
(401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

VIRGINIA

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

Agent for Service of Process:

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

WASHINGTON

Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

WISCONSIN

Department of Financial Institutions
Division of Securities
201 W. Washington Avenue
Madison, WI 53703
(608) 266-3364

Rev. 092217

EXHIBIT F

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Inta Juice Franchising LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement and an Area Development Agreement, if applicable, for the operation of an Inta Juice franchise. The purpose of this questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and Area Development Agreement, if applicable.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

1. Yes__ No__ Have you received and personally reviewed the Franchise Agreement and Area Development Agreement, if applicable, and each attachment or exhibit attached to it that we provided?

2. Yes__ No__ Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?

3. Yes__ No__ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

4. Yes__ No__ Do you understand all the information contained in the Franchise Disclosure Document, Franchise Agreement, and Area Development Agreement, if applicable?

5. Yes__ No__ Have you reviewed the Franchise Disclosure Document, Franchise Agreement, and Area Development Agreement, if applicable, with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?

6. Yes__ No__ Have you had the opportunity to discuss the benefits and risks of developing and operating an Inta Juice Franchise with an existing Inta Juice franchisee?

7. Yes__ No__ Do you understand the risks of developing and operating an Inta Juice Franchise?

8. Yes__ No__ Do you understand the success or failure of your Inta Juice Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?

9. Yes__ No__ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement and Area Development Agreement, if applicable, must be arbitrated in Colorado, if not resolved informally or by mediation?

10. Yes__ No__ Do you understand that you must satisfactorily complete the initial training program before we will allow your Inta Juice Franchise to open or consent to a transfer of the Inta Juice Franchise to you?

11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an Inta Juice Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and Area Development Agreement, if applicable, and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an Inta Juice Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

14. Yes__ No__ Do you understand that the Franchise Agreement and Area Development Agreement, if applicable, including each attachment or exhibit to the Franchise Agreement and Area Development Agreement, if applicable, contains the entire agreement between us and you concerning the Inta Juice Franchise, meaning any prior oral or written statements not set out in the Franchise Agreement and Area Development Agreement, if applicable, or the attachments or exhibits to the Franchise Agreement and Area Development Agreement, if applicable, will not be binding?

15. Yes__ No__ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)
Date	Date
______________________________	______________________________

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

EXHIBIT G

BRAND STANDARDS MANUAL
TABLE OF CONTENTS

TABLE OF CONTENTS

<u>EXHIBIT H</u>

STATE ADDENDA
AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR INTA JUICE FRANCHISING LLC

The following modifications are made to the Inta Juice Franchising LLC ("**Franchisor**," "**us**," "**we**," or "**our**") Franchise Disclosure Document ("**FDD**") given to franchisee ("**Franchisee**," "**you**," or "**your**") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated ________________________, 20___ ("**Franchise Agreement**"). When the term "**Franchisor's Choice of Law State**" is used, it means Colorado. When the term "Supplemental Agreements" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("**State Addendum**") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you a FDD approved by the Department of Business Oversight before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement ~~contains, and if applicable, the Supplemental Agreements may contain, provisions requiring~~requires binding arbitration. The arbitration will occur in Colorado with the costs being awarded to the prevailing party.~~ The arbitration will occur in Franchisor's Choice of Law State.~~ Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Supplemental Agreements require the application of the law of ~~Franchisor's Choice of Law State.~~Colorado. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the

Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement ~~and Supplemental Agreements may provide~~provides for termination upon bankruptcy. ~~Any such~~This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains~~, and if applicable, the Supplemental Agreements may contain,~~ a covenant not to compete ~~provision~~ which extends beyond the termination of the ~~Franchise. Such provisions~~ franchise. This provision may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. ~~Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.~~

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516).

Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

Franchise Fee Deferral

Items 5 and 7 of the Franchise Disclosure Document, Section 8.01 of the Franchise Agreement and Section 3 of the Area Development Agreement are hereby amended to state that the Initial Franchise Fee will be deferred until the Franchisor completes all of its initial obligations to Franchisee and the franchise is open for business (listed in Item 11 of this Disclosure Document).

HAWAII

The following is added to the Cover Page:

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

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

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed on the third page of the FDD on the page entitled, "State Effective Dates."

2. States which have refused, by order or otherwise, to register these Franchises are:

   None

3. States which have revoked or suspended the right to offer the Franchises are:

   None

4. States in which the proposed registration of these Franchises has been withdrawn are:

   None

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

INDIANA

Item 13 of the FDD is amended to add the following:

> Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

> Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
>
> Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The “Summary” column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

> No competing business for two years within the Territory.

The “Summary” column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

> Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The “Summary” column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

> Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor’s Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The “Summary” column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

> Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor’s Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor’s Choice of Law State law, if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Franchise Agreement:

   > No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for

breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

________________ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Inta Juice Franchising LLC, 2108 35th Ave, #B, Greeley, CO 80634, not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: ____________________________

By: __________________________________

Print Name: ___________________________

Its: __________________________________

Date: ________________________________

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS AND AREA DEVELOPMENT AGREEMENTS

Item 17 of the FDD and the Franchise Agreement are amended to state: "The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

~~Representations in the Franchise Agreement and Area Development Agreement are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

Item 17 of the FDD and sections of the Franchise Agreement and Area Development Agreement are amended to state~~ that you~~: "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise~~.~~."

The Franchise Agreement, Area Development Agreement and ~~franchisee questionnaire~~Franchise Disclosure Questionnaire are amended to state~~ that all~~: "All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law~~.~~."

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A Sec. 101 et seq.).

MICHIGAN

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

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

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

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

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

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

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

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

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the Franchise. Good cause shall include, but is not limited to:

(i) the failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.

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

(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

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

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

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

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

7. The following language will appear as a new paragraph of the Franchise Agreement:

> No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

9. Item 6 of the FDD and Section 8.05 of the Franchise Agreement are hereby amended to limit the Non-Sufficient Funds Fee to $30 per occurrence pursuant to Minnesota Statute 604.113.

Fee Deferral

Items 5 and 7 of the FDD and Section 8.01 of the Franchise Agreement are amended to state: Payment of the Initial Franchise Fee shall deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced doing business.

NEW YORK

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

> **INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT E OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

The following is added at the end of Item 3:

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

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

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the Franchise System or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

The following is added to the end of Item 4:

Neither the Franchisor, its affiliate, its predecessor, officers or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

The following language replaces the "Summary" section of Item 17(d), titled "Termination by Franchisee":

You may terminate the agreement on any grounds available by law.

The following is added to the end of the "Summary" section of Item 17(j), titled "Assignment of contract by Franchisor":

> However, no assignment will be made except to an assignee who in good faith and judgment of the Franchisor, is willing and financially able to assume the Franchisor's obligations under the Franchise Agreement.

The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of Forum," and Item 17(w), titled "Choice of Law":

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

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 7 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials_______________ Date___________

NOTICE OF CANCELLATION

_______________ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Inta Juice Franchising LLC, 2108 35th Ave, #B, Greeley, CO 80634~~, or send a fax to Inta Juice Franchising LLC at 970-613-1267~~ not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

	Franchisee:
Date: ___________________________________	By: _____________________________________
	Print Name: _______________________________
	Its: _____________________________________

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

SOUTH DAKOTA

Intentionally left blank.

VIRGINIA

Item 17(h). The following is added to Item 17(h):

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable."

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Inta Juice Franchising LLC for use in the Commonwealth of Virginia shall be amended as follows:

> Additional Disclosure. The following statements are added to Item 8 and Item 17.h.
>
> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON

The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement and Supplemental Agreements in your relationship with the franchisor including the areas of termination and renewal of your Franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your Franchise. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

In any arbitration involving a Franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer. The FDD, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states ("**Addenda**") is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐	California	☐	Michigan	☐	Rhode Island
☐	Hawaii	☐	Minnesota	☐	South Dakota
☐	Illinois	☐	New York	☐	Virginia
☐	Iowa	☐	North Dakota	☐	Washington
☐	Indiana	☐	Ohio	☐	Wisconsin
☐	Maryland				

Dated: ____________________, 20____

FRANCHISOR:

INTA JUICE FRANCHISING LLC

By: ____

Title: ____

FRANCHISEE:

____

____

By: ____

Title: ____

Rev. 031516

<u>EXHIBIT I</u>

CONTRACTS FOR USE WITH THE INTA JUICE FRANCHISE

The following contracts contained in <u>Exhibit I</u> are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Inta Juice Business. The following are the forms of contracts that Inta Juice Franchising LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked "Sample," they are subject to change at any time.

EXHIBIT I-1

INTA JUICE FRANCHISE

SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of ____________________, 20___ by ______________________________________, a(n) _____________________________ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Inta Juice Franchising LLC, a Colorado limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate an Inta Juice business;

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee **(enter into a successor franchise agreement)**, and Franchisor has consented to such transfer **(agreed to enter into a successor franchise agreement)**; and

WHEREAS, as a condition to Franchisor's consent to the transfer **(Franchisee's ability to enter into a successor franchise agreement)**, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer **(Franchisor entering into a successor franchise agreement)**, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. The undersigned represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the

franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third party claim.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Colorado.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

(Signatures on following page)

IN WITNESS WHEREOF, Releasor has executed this Release as of the date first written above.

FRANCHISEE:

____, a

____

By: ____

Name: ______________________________________

Its: ____

FRANCHISEE'S OWNERS:

Date _________________________

____
Signature

____
Typed or Printed Name

EXHIBIT I-2

INTA JUICE FRANCHISE

SAMPLE SYSTEM PROTECTION AGREEMENT

This System Protection Agreement ("Agreement") is entered into by the undersigned ("you" or "your") in favor of Inta Juice Franchising LLC, a Colorado limited liability company and its successors and assigns ("us," "we" or "our"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"*Competitive Business*" means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by you in and/or from the Franchisee Territory (including, but not limited to, the products we authorize); or (ii) provides or offers to provide services the same as or similar to the type of services sold by you in and/or from the Franchisee Territory (including, but not limited to, the services we authorize), but excludes an Inta Juice business operating pursuant to a franchise agreement with us.

"*Copyrights*" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of an Inta Juice business or the solicitation or offer of an Inta Juice franchise, whether now in existence or created in the future.

"*Franchisee*" means the Inta Juice franchisee for which you are a manager or officer.

"*Franchisee Territory*" means the territory granted to you pursuant to a franchise agreement with us.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how, and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an Inta Juice business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of an Inta Juice business, which may be periodically modified by us.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an Inta Juice business, including "INTA JUICE," and any other trademarks, service marks, or trade names that we designate for use by an Inta Juice business. The term "Marks" also includes any distinctive trade dress used to identify an Inta Juice business, whether now in existence or hereafter created.

"*Prohibited Activities*" means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or attempting to induce: (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position; or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

"Restricted Period" means the two year period after you cease to be a manager or officer of Franchisee's Inta Juice business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the one year period after you cease to be a manager or officer of Franchisee's Inta Juice business.

"Restricted Territory" means the geographic area within: (i) a five mile radius from Franchisee's Inta Juice business (and including the premises of the approved location of Franchisee); and (ii) a five mile radius from all other Inta Juice businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within a three mile radius from Franchisee's Inta Juice business (and including the premises of the approved location of Franchisee).

"System" means our system for the establishment, development, operation, and management of an Inta Juice business, including Know-how, proprietary programs and products, Manual, and operating system.

2. Background. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Know-How and Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the Inta Juice business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee's Inta Juice business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

4. Unfair Competition during Relationship. You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee's Inta Juice business by engaging in any Prohibited Activities.

5. Unfair Competition after Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. Immediate Family Members. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

8. Breach. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Inta Juice franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. Miscellaneous.

a. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This Agreement will be governed by, construed, and enforced under the laws of Colorado, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

(Signature on following page)

EXECUTED on the date stated below.

Date________________________________ ____

Signature

____

Typed or Printed Name

EXHIBIT I-3

INTA JUICE FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Inta Juice Franchising LLC, a Colorado limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"*Copyrights*" means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Inta Juice franchisees to use, sell, or display in connection with the marketing and/or operation of an Inta Juice Business, whether now in existence or created in the future.

"*Franchisee*" means the Inta Juice franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

"*Inta Juice Business*" means a business that offers fruit smoothies, fresh vegetable blends and wheat grasses, and healthy snacks and other related products and services using our Intellectual Property.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an Inta Juice Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"*Manual*" means our confidential operations manual for the operation of an Inta Juice Business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an Inta Juice Business, including "INTA JUICE" and any other trademarks, service marks, or trade names that we designate for use by an Inta Juice Business. The term "Marks" also includes any distinctive trade dress used to identify an Inta Juice Business, whether now in existence or hereafter created.

"*System*" means our system for the establishment, development, operation, and management of an Inta Juice Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the Inta Juice Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Inta Juice Franchising LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other Inta Juice franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

a. Although this Agreement is entered into in favor of Inta Juice Franchising LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Colorado, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date_________________________________	____ Signature
	____ Typed or Printed Name

EXHIBIT I-4

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee E-mail Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
Bank Account No.	☐ Checking ☐ Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Inta Juice Franchising LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: ___________________________________ Date: ___________________________________

Name: _______________________________________

Its: ____

Federal Tax ID Number: ________________________

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT I-5

INTA JUICE FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("**Agreement**") is entered into this _____ day of ___________________________, 20_____, between Inta Juice Franchising LLC ("**Franchisor**"), __________________________ ("**Former Franchisee**") and ________________________________ ("**New Franchisee**").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated ___________________________, 20______ ("**Franchise Agreement**"), in which Franchisor granted Former Franchisee the right to operate an Inta Juice franchise located at _____________________________________ ("**Franchised Business**"); and

WHEREAS, Former Franchisee desires to assign ("**Requested Assignment**") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("**Franchisor's Assignment Fee**").

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee's signing of a franchise agreement pursuant to Section 5 of this Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee's rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the

termination, expiration, or transfer of the Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of an Inta Juice franchise as stated in Franchisor's Franchise Disclosure Document.

6. Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new franchise agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee, and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.

11. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

INTA JUICE FRANCHISING LLC

By: ____

Title: ____

FORMER FRANCHISEE:

____

By: ____

Title: ____

NEW FRANCHISEE:

____

By: ____

Title: ____

Rev. 040516

EXHIBIT I-6

LEASE ADDENDUM

This Addendum to Lease (“**Addendum**”), dated _______________, 20___, is entered into by and between ______________________________ (“**Lessor**”), ~~and~~ ______________________________ (“**Lessee**~~”).~~”) and ______________________________ (“**Franchisor**”), collectively referred to herein as the “**Parties**”.

A. ~~The parties hereto~~Lessor and Lessee have entered into a certain Lease Agreement dated _______________, 20___, and pertaining to the premises located at ______________________________________ (“**Lease**”).

B. Lessor acknowledges that Lessee intends to operate ~~an Inta Juice franchise~~a franchised business from the leased premises (“**Premises**”) pursuant to a Franchise Agreement (“**Franchise Agreement**”) with ~~Inta Juice Franchising LLC (“~~Franchisor~~”)~~ under ~~the name Inta Juice or~~Franchisor’s trademarks and other names designated by Franchisor (herein referred to as “**Franchised Business**” or “**Franchise Business**”).

C. The parties now desire to ~~amend~~supplement the terms of the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

~~1~~1. Use of the Premises. During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Franchised Business.

2. Franchise System. Lessor hereby consents to Lessee’s use of such proprietary marks, signs, interior and exterior décor items, color schemes and related components of the Franchised Business as Franchisor may prescribe for the Franchise. Franchisee’s use of such items shall at all times be in compliance with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Premises.

3. Assignment. Lessee shall have the right, without further consent from Lessor, to sublease or assign all of Lessee’s right, title, and interest in the Lease to a Franchise Assignee at any time during the term of the Lease, including any extensions or renewals thereof, in accordance with the Collateral Assignment of Lease attached hereto as Attachment 1 or otherwise. No assignment shall be effective until a Franchise Assignee gives Lessor written notice of its acceptance of the assignment and assumption of the Lease. Nothing contained herein or in any other document shall create any obligation or liability of Franchisor, any Franchise Assignee, or guarantor thereof under the Lease unless and until the Lease is assigned to, and accepted in writing by a Franchise Assignee. In the event of any assignment, Lessee shall remain liable under the terms of the Lease. Franchisor shall have the right to sublet or reassign the Lease to another Franchise Assignee without Lessor’s consent in accordance with Section 3(a) in which event Franchisor shall be released of any obligation or liability under the Lease. As used in this Addendum, “**Franchise Assignee**” means: (i) Franchisor or Franchisor’s parent, subsidiary, or affiliate; or (ii) any franchisee of Franchisor or of Franchisor’s parent, subsidiary, or affiliate.

~~2~~With respect to any actual or proposed assignment or subletting to be consummated pursuant to the terms of this Addendum, Lessor hereby waives any rights it may have to recapture the Premises or modify any terms or conditions of the Lease, including any exclusive rights or protected territory granted to Lessee.

4. Default and Notice.

a. In the event there is a default or violation of the Lease by Lessee under the terms of the Lease, Lessor shall contemporaneously ~~give both Lessee and~~provide Franchisor a copy of any written notice of ~~the~~such default or violation ~~within a reasonable time after Lessor receives knowledge of its occurrence~~that Lessor delivers to Lessee. Franchisor shall have the right, but not the obligation, to cure the default during Lessee's cure period plus an additional ten (10) day period. Franchisor will notify Lessor whether it intends to cure the default prior to the end of Lessee's cure period.

b. All notices to Franchisor shall be sent by registered or certified mail, postage prepaid, to the following address:

Inta Juice Franchising LLC
2108 35th Ave, #B
Greeley, CO 80634

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

c. Following Franchisor's approval of the Lease, Lessee and Lessor agree not to terminate, ~~alter,~~ or materially amend the Lease during the term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent. Any attempted termination, ~~alteration,~~ or material amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

~~3~~5. Termination or Expiration.

a. Upon Lessee's default and failure to timely cure under either the Lease or the Franchise Agreement, a Franchise Assignee designated by Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest under the Collateral Assignment of Lease or otherwise, provided such Franchise Assignee cures a default of the Lease no later than ten days following the end of Lessee's cure period.

b. Upon ~~the expiration or termination of either the Lease or the Franchise Agreement, Lessor will cooperate with and assist Franchisor in securing possession of the Premises, and if Franchisor does not elect to take an assignment of the Lessee's interest~~termination or expiration of the Lease, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, trade dress, trade fixtures and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the ~~Inta Juice marks and~~Franchisor's trademarks and franchise system, and to distinguish the Premises from a Franchised Business.

c. If any Franchise Assignee purchases any assets of Lessee, Lessor shall permit such Franchise Assignee to remove all the assets being purchased, and Lessor waives any lien rights that Lessor may have on such assets.

~~4~~6. Consideration; No Liability.

a. Lessor acknowledges that the Franchise Agreement requires Lessee to receive Franchisor's approval of the Lease prior to Lessee executing the Lease and that this Addendum is a material requirement for Franchisor to approve the Lease. Lessor acknowledges Lessee would not lease the Premises without this Addendum. Lessor also hereby consents to the Collateral Assignment of Lease from Lessee to Franchisor as evidenced by Attachment 1.

b. Lessor further acknowledges that Lessee is not an agent or employee of Franchisor, and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any Franchise Assignee, and that Lessor has entered into this with full understanding that it creates no duties, obligations, or liabilities of or against any Franchise Assignee.

~~5~~7. Amendments. No amendment or variation of ~~the terms of the Lease or~~ this Addendum shall be valid unless made in writing and signed by the ~~p~~Parties hereto.

~~6~~8. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions, and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Agreement as though copies herein in full.

~~7. Beneficiary. Lessor and Lessee expressly agree that Franchisor is a third party beneficiary of this Addendum.~~

IN TESTIMONY WHEREOF, witness the signatures of the ~~p~~Parties hereto as of the day, month, and year first written above.

LESSOR:	**LESSEE:**
________________________	________________________
By: ____________________	By: ____________________
Title: __________________	Title: __________________

FRANCHISOR:

INTA JUICE FRANCHISING LLC

By: ________________________

Title: ____

EXHIBIT I-6 Attachment 1

ATTACHMENT 1 TO LEASE ADDENDUM

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the ___ day of _________________, 20___ ("**Effective Date**"), the undersigned, __________________________________ ("**Assignor**") hereby assigns, transfers and sets over unto Inta Juice Franchising LLC ("**Assignee**") all of Assignor's right, title, and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as **Exhibit A** ("**Lease**") with respect to the premises located at ____. This Collateral Assignment of Lease ("**Assignment**") is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee expressly assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein, and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for ~~an Inta Juice~~a franchise between Assignee and Assignor ("**Franchise Agreement**"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered, in Assignee's sole discretion, to: (i) cure Assignor's default of the Lease; (ii) take possession of the premises demised by the Lease; (iii) expel Assignor from the premises, either temporarily or permanently; (iv) terminate Assignee's rights, title, and interest in the Lease; and/or (v) assume the Lease. If Assignee expends sums to cure a default of the Lease, Assignor shall promptly reimburse Assignee for the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two percent (2%) per month, or the highest rate allowed by law.

Assignor agrees it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than ~~thirty (~~30~~)~~ days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest to exercise the extension or renewal options in the name, place, and stead of Assignor for the sole purpose of effecting the extension or renewal.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first above written.

ASSIGNOR:

____

By: ______________________________________

Its: ______________________________________

ASSIGNEE:

INTA JUICE FRANCHISING LLC

By: ______________________________________

Its: ______________________________________

EXHIBIT J

RECEIPT

RECEIPT
(Retain This 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 Inta Juice Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Inta Juice Franchising LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Inta Juice Franchising LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Inta Juice Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit E.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Shannon Peter, 2108 35th Avenue, #B, Greeley, CO 80634; and 970-699-5110
Rob Woodward, 1769 Rocky Mountain Ave., Loveland, CO 80538; and 970-699-5110
Joanna Roberts, 1067 S. Hover, Unit A, Longmont, CO 80501; and 970-699-5110

Issuance Date: ~~October 27, 2017~~April 16, 2018

I received a disclosure document issued ~~October 27, 2017~~April 16, 2018, which included the following exhibits:

Exhibit A	Franchise Agreement
Exhibit B	Area Development Agreement
Exhibit C	Financial Statements
Exhibit D	List of Current and Former Franchisees/Area Developers
Exhibit E	List of State Administrators and Agents for Service of Process
Exhibit F	Franchise Disclosure Questionnaire
Exhibit G	Brand Standards Manual Table of Contents
Exhibit H	State Addenda and Agreement Riders
Exhibit I	Contracts for use with the Inta Juice Franchise
Exhibit J	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.

RECEIPT
(Our 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 Inta Juice Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Inta Juice Franchising LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Inta Juice Franchising LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Inta Juice Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit E.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Shannon Peter, 2108 35th Avenue, #B, Greeley, CO 80634; and 970-699-5110
Rob Woodward, 1769 Rocky Mountain Ave., Loveland, CO 80538; and 970-699-5110
Joanna Roberts, 1067 S. Hover, Unit A, Longmont, CO 80501; and 970-699-5110

Issuance Date: ~~October 27, 2017~~April 16, 2018

I received a disclosure document issued ~~October 27, 2017~~April 16, 2018, which included the following exhibits:

Exhibit A	Franchise Agreement
Exhibit B	Area Development Agreement
Exhibit C	Financial Statements
Exhibit D	List of Current and Former Franchisees/Area Developers
Exhibit E	List of State Administrators and Agents for Service of Process
Exhibit F	Franchise Disclosure Questionnaire
Exhibit G	Brand Standards Manual Table of Contents
Exhibit H	State Addenda and Agreement Riders
Exhibit I	Contracts for use with the Inta Juice Franchise
Exhibit J	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Inta Juice Franchising LLC, 2108 35th Ave, #B, Greeley, CO 80634.