FRANCHISE DISCLOSURE DOCUMENT

medspa810 FRANCHISING, LLC
A Delaware limited liability company
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Princeton, NJ 08542
Phone: (833) 733-4100
Website: www.medspa810.com
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medspa810 Franchising, LLC offers franchises for the operation of a medspa (or "Business") that offers neuro-toxin, filler and PRP injections, clinical skincare services, cosmetic energy-based skin revitalization procedures, laser hair reduction, non-invasive body contouring procedures, massage services and other minimally to non-invasive cosmetic procedures, and sell related products and services.

The total investment necessary to begin operation of a medspa810 franchise ranges from $432,200 to $655,950. This includes $60,000 that must be paid to us and our affiliates prior to opening.

The total investment necessary to operate three (3) or more franchised businesses under our form of area development agreement depends on the number of franchises we grant you the right to open. The total investment necessary to open and operate three (3) franchised businesses ranges from $507,200 to $730,950, which includes (i) a development fee amounting to $135,000 that must be paid to us upon execution of your area development agreement, and (ii) the estimated initial investment to begin operation of your initial franchised business

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 Greg Longe at 47 Hulfish Street, Suite 305, Princeton, NJ 08542 or by phone at (833) 733-4100.

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

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

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

Issuance Date: April 29, 2021, as amended December 31, 2021.

How to Use this Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's discretion. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only medspa810 Franchising, LLC business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a medspa810 Franchising, LLC franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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

5. **Turnover Rate**. During the last 3 years (2018 through 2020), a number of franchised outlets (16) were terminated, re-acquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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

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ITEM 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "we," "us" and "the Company" mean medspa810 Franchising, LLC - the franchisor. "You" means the person who buys a medspa810 franchise - the franchisee, and includes your partners if you are a partnership, your shareholders if you are a corporation, and your members if you are a limited liability company.

Corporate Information

We are a Delaware limited liability company that was formed on November 30, 2018. We changed our corporate name from spa810 Franchising, LLC to medspa810 Franchising, LLC on May 21, 2019. We do not do business under any names other than "medspa810 Franchising, LLC" and "medspa810." Our principal business address is located at 47 Hulfish Street, Suite 305, Princeton, NJ 08542 and our telephone number is (833) 733-4100. Our agent for service of process is disclosed in Exhibit B to this Disclosure Document.

Business History

We began offering medspa810 franchises and area representative franchises in March 2019. Prior to our acquisition of the franchise system, our Predecessor offered and awarded System franchises under the mark SPA810 (the "Former Mark"). Of the four (4) Franchised Businesses we have actively open and operating as of December 31, 2020, two (2) of those franchises have converted to our updated primary Mark MEDSPA810 on all exterior and interior signage. The remaining two (2) franchisees are continue to operating their respective Franchised Businesses under the Former Mark and do not offer or provide the full array of our Approved Services and Approved Products that System franchisees are authorized and required to provide to clientele as part of our standard franchise offering (each, a "Legacy Location") – please note that these Legacy Locations are accounted for in Item 20 of this Disclosure Document with an appropriate note regarding their status.

Our Predecessor and us previously offered and awarded franchises under the Former Mark. As of the Issuance Date, we have one (1) such area representative that has area representative rights under the Former Mark within a defined geographical area in Kentucky. Our Predecessor ceased offering area representative franchises in 2018, and we have not owned or directly operated any such area representative franchises at any time.

We have not operated a business similar to the Franchised Business and have never offered franchises in any other line of business. One of our principal's owners operates a System Business under the Marks as of the Issue Date of this Disclosure Document pursuant to our then-current form of franchise agreement with us. We have never operated an area representative business.

Parents, Affiliates and Predecessors

Our predecessor is SPA 810, L.L.C., which had a principal business address of 7950 E. Redfield Road, Suite 280, Scottsdale, Arizona 85260. Our predecessor offered franchises and area representative franchises from September 2012 until January 2019 when we acquired the assets from SPA 810, L.L.C. as part of a bankruptcy-court approved plan of reorganization of SPA 810, L.L.C. as the debtor. During this time, SPA 810, L.L.C. sold 30 single unit franchises and 26 area representative franchises.

SPA 810, L.L.C. never directly owned or operated a System Business or area representative business, and does not currently offer franchises in this or any other line of business, nor does it provide products or services to our franchisees.

Our parent company is Princeton Franchise Partners, LLC, which maintains a principal business address at 47 Hulfish Street, Suite 305, Princeton, NJ 08542. Our Parent has not offered franchises in any line of business and has not directly owned or operated any System businesses of the type being offered in this Disclosure Document.

We do not have any affiliates have ever offered franchises in this or any other line of business.

We expect and intend to form an affiliate entity to serve as an approved provider (referred to in this Disclosure Document as an "Approved Supplier") for management services that a System franchisee wishes to acquire in connection with the operation of a System Business, as and to the extent permissible under applicable law(s) where such Business(es) are located. As of the Issue Date, however, we have not formed this affiliate and we do not have any other affiliates that require disclosure in this Item.

Description of Franchised Business

Under your System franchise (referred to in this Disclosure Document as your "Business" or your "medspa"), you will establish and operate a medical spa that offers neuro-toxin, filler and PRP injections, clinical skincare services, cosmetic energy-based skin revitalization procedures, laser hair reduction, non-invasive body contouring procedures, and other minimally to non-invasive cosmetic procedures, as well as massage services, to the general public, and sells related products and services. Many of these services are considered the practice of medicine. As a result, you may not offer certain services unless you are properly licensed to do so under applicable law.

If you are not properly licensed to provide medical services, you may develop and operate a management business ("Management Business") that provides management, marketing and facility-based services (the "Facility and Management Services") to either a professional corporation or to licensed professionals authorized to offer and provide the medical products and services offered at medspa810 businesses (referred to as "Authorized Care Providers"). Only an Authorized Care Provider may directly offer and provide medical products and services. Subject to and in accordance with applicable laws where your Franchised Business is located, you will enter into a management agreement ("Management Agreement") with the Authorized Care Providers to provide them with the Facility and Management Services and grant them a license to use the Marks at your location. A form of Management Agreement is included in Exhibit "C" to this disclosure document as an Exhibit to the Franchise Agreement, however you must directly hire your own attorney to independently, evaluate, review, and ensure that the Management Agreement complies with all applicable local laws, rules and regulations. If you operate as a Management Business, the gross sales and revenues of your Business will be generated from management and other fees paid by Authorized Care Providers for Facility and Management Services.

If permitted by applicable law, one of your owners may serve as the medical director who will supervise the medical services being offered by your healthcare professionals at your Business, provided that owner qualifies to serve in that position on behalf of the Franchised Business. Alternatively, you may hire or otherwise engage the services of a third-party medical director to perform this function. In most cases, we anticipate a medical director will need to be readily available via telephone or other electronic means, to be able to be physically present at the medspa if necessary, and, in some states, to make supervisory or evaluative visits on a weekly or

monthly basis. Depending on the state in which your medspa is located, the medical director may need to dedicate substantially more time to the supervision of your medspa.

We will grant you a limited license to use our then-current logos, service marks and trademarks that we designated in the Manuals or otherwise (collectively, the "Marks"), which includes the mark MEDSPA810 as of the Issue Date, only in connection with the promotion and operation of your Franchised Business. The "Marks" also include our distinctive trade dress used to identify a medspa810 business, whether now in existence or created in the future.

You must sign a franchise agreement (the "Franchise Agreement") and operate your medspa in accordance with the terms of the Franchise Agreement. The form of Franchise Agreement is attached to this Disclosure Document as Exhibit C.

We have developed a distinct system (the "System") for the operation of a Franchised Business. The System is comprised of various components, including without limitation, our then-current Marks, trade secrets, distinct products and services, confidential manuals and operating system. The System also includes a template version of medical protocols that have been developed by our medical director that you (if a licensed healthcare professional) or your medical director must review, modify and adopt for your location. The operational aspects of a medspa810 franchise are contained within our confidential Brand Standards Manual and any other written materials or supplemental manuals provided to you or incorporated by reference into the Brand Standards Manual (the "Manual"). You will operate your medspa810 franchise as an independent business using the Marks, the System, the medspa810 name, as well as the support, local marketing support program, guidance and other methods and materials provided or developed by us and our affiliate. You must offer and sell service packages to your medspa (each a "Membership") as we require. You must comply with our System standards regarding Memberships. All Memberships must be evidenced by a written agreement and may not be for a term that extends beyond the expiration of your Franchise Agreement (a "Membership Agreement"). Subject to applicable law, we reserve the right to require you to use a form of Membership Agreement we provide.

Market and Competition

The target market for customers of a typical Franchised Business includes members of the general public. The market for the goods and services offered by medspa810 businesses is well developed and highly competitive. medspa810 businesses compete with other businesses, including franchised operations, national chains, medspas, spas, cosmetic physicians and independently owned companies offering neuro-toxin, filler and PRP injections, clinical skincare services, cosmetic energy-based skin revitalization procedures, laser hair reduction, non-invasive body contouring procedures, and other minimally to non-invasive cosmetic procedures and massage services to the general public.

Laws and Regulations

You must comply with all federal, state and local laws and regulations that apply to the operation of your Business. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of your medspa.

Each Franchised Business must comply with all applicable federal, state, county and municipal building codes and handicap access codes as well as laws restricting smoking in public places, the public posting of notices regarding health hazards, fire safety and general emergency preparedness, rules regarding the proper use, storage and disposal of hazardous waste and materials, and other building, fire and health standards.

In some states, your Franchised Business may be required to comply with laws and regulations relating to cosmetologists, esthetician and massage therapist licensing. There are state laws and regulations specific to providing facial services. There are also local and state agencies that regulate the provision of laser and facial services in your area as well as injectables and other procedures that are deemed to be "medical" in nature. It is important that you comply with all laws and regulations in this area and that you become educated regarding laser, injectables, facial and massage services and requirements. In some states these services can only be administered by (or must be administered under supervision by) a licensed healthcare professional. Some of these laws and regulations may require special certification, licensing, and registration before you can begin providing laser and facial services or offering injectables. You must ensure that only licensed therapists, estheticians or medical professionals perform any services for which a license or specialized training is required in your state. There may be other federal, state, and/or local laws or regulations pertaining to your medspa with which you must comply. For example, state licensing and certification requirements may apply to persons who perform services for you or at your medspa, and certain states require the purchase of bonds to operate a business that offers prepaid membership services. You are responsible for obtaining any required bond. You will be required to have the supervision of a doctor or medical professional. In all cases, you must comply with all applicable laws.

Some state consumer protection laws and regulations cover contracts for the provision of medspa services, including laws governing health clubs or health spas. These laws and regulations may require you to include certain language in contracts with your members. They may also permit members to withdraw from the program and receive a refund if they request it within a certain number of days after entering the program or if they move a certain distance from the business location.

Some states also have laws regulating advertising and how you may advertise members' results and products in various media. Some states may also limit the trade names that you may use. You are strictly prohibited from publishing any advertising, testimonials, or claims without our prior written approval.

Under the laws of certain states, some of the services and/or products that are part of our standard System's then-current Approved Products and Approved Services are or might be deemed "medical" products or procedures under the laws of certain states. If that is the case, and you are not a licensed healthcare professional authorized under state law to offer such medical products or procedures, then you must set up as a medspa that is operated via a Management Business.

You must have a medical director who is a licensed healthcare professional under the laws of the state in which your medspa is located. The medical director will supervise and oversee the medical services provided at your medspa.

Set forth below are examples of potential healthcare regulatory issues that you should research to determine their application to the operation of your medspa. It is ultimately your responsibility to investigate all general and special laws in the jurisdiction of your franchise, and we strongly advise you to consult with an attorney and contact federal, state and local agencies before signing a Franchise Agreement with us in order to determine your

legal obligations and evaluate the possible effects on your costs and operations. We also have a relationship with a national healthcare attorney that you may engage.

State laws and regulations vary greatly from state to state so it is critical that you evaluate the specific laws and regulations applicable to the geographic area in which you operate. In conducting this evaluation, there are 3 foundation areas that should be understood: (1) ownership, (2) diagnosis and treatment, and (3) delegation and supervision.

(1) Ownership. Many states have laws restricting ownership and control of medical practices by lay persons or corporations (commonly referred to as the corporate practice of medicine doctrine, or "CPOM"). A state's CPOM doctrine can include a wide range of restrictions such as prohibiting a lay person or corporation from employing a physician to practice medicine and collecting the professional fees, restricting the ownership percentage of a practice that can be physician, non-physician provider such as a nurse practitioner, or lay person, and who can serve in management positions of a practice. These ownership and control restrictions applicable in your state may determine whether you operate a traditional medspa or operate under a Management Business structure. CPOM restrictions can also dictate the manner in which funds must flow within your franchise structure, especially if operating as a Management Business (funds need to follow a specific route from professionals to lay persons). These flow of funds concerns can be addressed in the Management Agreement. Under no circumstance may a lay person (including you as an owner if unlicensed) administer, control, influence, or direct the supervision, administration, delivery or performance of medical or other services requiring an Authorized Care Provider.

(2) Diagnosis and Treatment. A variety of Authorized Care Providers can be employed by you, or the medical spa practice entity being managed, such as physicians, nurse practitioners, physician assistants, registered nurses, and/or estheticians. However, state regulations and oversight boards determine how much power and ability each license grants the holder regarding certain procedures. It is critical that state law be determined for which Authorized Care Provider can conduct a primary patient evaluation and diagnosis, develop the treatment plan, as well as who can perform the procedure. Generally, only a physician, nurse practitioner (subject to proper supervision), or physician assistant (subject to proper supervision) may conduct the initial evaluation and diagnosis. State laws, medical boards, nursing boards, board of cosmetology and other regulatory agencies will need to be analyzed to determine what procedures and policies need to be implemented through the creation of standard operating procedures. The concept of form and substance will be vital to compliance as your operations need to follow and adhere to the standard operating procedures as written.

(3) Delegation and Supervision. Following the primary consultation of a patient, analysis will need to be conducted regarding which Authorized Care Providers can be delegated procedures and administer the treatment plan. States will vary on regulations such as medical director qualifications, NP and PA ability to practice independently, esthetician supervision and medical records review. Further distinctions will need to be made between medical and non-medical treatments. Based on the applicable delegation needed and requirements of the jurisdiction, delegation and supervision agreements may need to be prepared and entered into between the physician and non-physician providers, or other supervisor roles as outlined by the state. These agreements often are required in instances where prescriptive authority is being delegated by one party to another, which can be integral to the operation of the Spa.

Numerous federal and state "anti-kickback" regulations (including Medicare regulations) prohibit the receipt of compensation or fee-splitting in exchange for referring patients to licensed health care providers. In addition, the

federal "Stark Law" and similar state laws may prohibit you from filing a claim with Medicare or any other governmental or third-party payor if you or your Business has a financial relationship with a physician (or an immediate family member of a physician) and that physician referred a patient to you or your Business for health care related services. Accordingly, you will need to structure your compensation arrangements with your licensed medical professionals carefully to meet the statutory safe harbors or exceptions under these federal and state fraud and abuse laws. Compensation arrangements should be based on the fair market value of the bona fide services that are provided and not based on the volume or value of referrals between you and the licensed medical professional. Violations of federal or state fraud and abuse laws can result in serious criminal and civil penalties. At this time, you will not accept any patients paid by Medicare, Medicaid, TRICARE or other federally-funded government program patients. Accordingly, Stark would not be implicated with respect to any physician (or immediate family member) becoming an owner.

Various federal and state laws regulate the privacy and security of patient healthcare information. For example, under the federal Health Insurance Portability and Accountability Act (HIPAA), as amended by the federal Health Information Technology for Economic and Clinical Health (HITECH) Act, healthcare professionals have certain legal obligations to keep patient healthcare information confidential, and are also required to disclose that information to patients and third parties when requests are properly submitted. In addition, you must ensure the privacy and security of patient healthcare information you share with any "business associate" as defined under the HITECH Act, such as service providers, attorneys, or third-party billing companies. The HITECH act requires that any practice subject to federal law must have a HIPAA compliance plan addressing the policies and procedures for security and privacy of patient health information. Many states also have laws regulating the privacy and security of patient healthcare information and these laws may impose even greater restrictions and obligations on your business regarding the privacy and security of patient healthcare information.

There may be other local, state and/or federal laws or regulations pertaining to your Business with which you must comply. We strongly suggest that you investigate these laws before buying this franchise.

ITEM 2 BUSINESS EXPERIENCE

President and Chief Executive Officer: Greg Longe

Mr. Longe has served as our President and Chief Executive Officer since April 2020. Previously, Mr. Longe served as our President and Chief Development Officer from December 2019 through April 2020. Mr. Longe previously served as (i) Chief Executive Officer of British Swim School from April 2019 until August 2019, (ii) Chief Operating Officer of Martinizing International, LLC from November 2014 until April 2019 and President of the same from July 2015 until April 2019, (iii) President of 800 DC, LLC from March 2013 until April 2019, and (iv) as President of P4T International, LLC from May 2014 until April 2019.

Chief Experience Officer: Francis X. Acunzo

Mr. Acunzo has served as our Chief Experience Officer since April 2020. Previously, Mr. Acunzo served as our Chief Executive Officer from April 2019 to April 2020. From March 2004 to the present, Mr. Acunzo has also served as Managing Member and Chief Executive Officer for Acara Partners in Branford, Connecticut.

Vice President of Operations: Maria Shinabarger:

Mrs. Shinabarger has been with us since January 2020. Mrs. Shinabarger was previously Vice-president of Operations for Martinizing International from September 2014 until April 2019. She was Manager of Business Development for both P4T International, LLC and 800DC, LLC from April, 2013 until March 2016, when her title changed to Director of Retail Operations, and she served at both companies in this capacity until April 2019.

Director: Philip A. Piro

Mr. Piro has served as our Director since January 2019. Mr. Piro also serves as a Principal of Princeton Equity Group, LLC, located in Princeton, New Jersey, since June 2020. From May 2018 through 2020, Mr. Piro served as Vice President of Princeton Ventures Management, LLC in Princeton, New Jersey. From March 2015 to July 2016, he served as Chief Operating Officer of Brad's Raw Chips, LLC in Pipersville, Pennsylvania. From July 2014 to March 2015, Mr. Piro served as Co-Founder and Chief Executive Officer of Captains Neck Brands, LLC in Southampton, New York.

Chairman: James Waskovich

Mr. Waskovich has served as our Chairman since January 2019. Mr. Waskovich previously served as our Chief Executive Officer from January 2019 to April 2019. Mr. Waskovich has also served as Managing Partner of Princeton Equity Group, LLC, located in Princeton, New Jersey, since June 2020. Prior to that time, he served as Managing Partner of Princeton Ventures Management, LLC in Princeton, New Jersey, from 2006 through 2020.

Note Regarding Area Representatives

As of the Issuance Date, there are no active Area Representatives with area representative rights within the state or other area where this franchise is being offered via this Disclosure Document. The name and business experience of our sole Area Representative, which operates an area representative business within the State of Kentucky under the Former Mark, is disclosed in Exhibit J.

ITEM 3 LITIGATION

A. Litigation Involving Us or Individuals Listed in Item 2

Concluded Litigation

Tankersley et al v. Lynch et al.; Case No. 11-12847, (E.D. Mich., July 1, 2011).

This Case was filed by previous franchisees of Collision on Wheels International, LLC, located at 5523 E. Nine Mile Road, Warren Michigan, 48091 ("Collision on Wheels"), a company our President and Chief Development Officer Greg Longe previously worked for, alleging violations of the Michigan Franchise Investment Law against certain then-current officers and directors of Collision on Wheels, including Gregory Longe. On or about March 1, 2013 the plaintiffs settled their claim with three of the four officers, including Mr. Longe, for $275,000 on their initial claim for $566,820.21. The parties agreed that the settlement agreement shall not be taken or construed as

an admission that Mr. Longe breached any duty owed to the plaintiffs. Mr. Longe was removed as a party on May 2, 2013. The case was terminated June 28, 2013.

In the Matter of: Collision on Wheels, Debtor, Fred J. Deery, Trustee, vs John Lynch, et al; Adversary Proceeding No. 12-05334-wsd (E.D. Bktcy. Mich., July 21, 2012).

On July 21, 2012, Fred J. Deery, the Trustee in a bankruptcy proceeding in In re Collision on Wheels International, LLC, (No. 10-63350-wsd, Bkrcy, E.D. Mich. S.D. Detroit, July 20, 2010), filed a Complaint against 29 defendants, including Roosters MGC International, LLC and Gregory Longe, the then-current President of Roosters MGC International, LLC, who was also co-President and Chief Executive Officer of the debtor at the time the debtor filed its bankruptcy petition, and who is one of the two largest creditors of the debtor. The complaint alleges fraudulent transfers, preferential transfers, turnover of property of the estate, conversion, embezzlement, and breach of fiduciary duty related to amounts the defendants allegedly received from the debtor's franchisees and failed to pay to the debtor. On or about March 4, 2013, the plaintiff/trustee settled his claim with three of the four officers, including Mr. Longe, for less than $63,000 on his initial claim in excess of $7,000,000. The parties agreed that the Settlement Agreement shall not be taken or construed as an admission that Mr. Longe breached any duty owed to Collision on Wheels or any other party. Mr. Longe was removed as a party to the proceeding as of April 9, 2013. The case was dismissed on May 10, 2013 and terminated on May 20, 2014.

B. Concluded Litigation Involving our Predecessor SPA 810, L.L.C.*

*All outstanding claims and liabilities against our predecessor SPA 810, L.L.C. were satisfied through the plan of reorganization of SPA 810, L.L.C., which was approved by the Bankruptcy Court in January 2019 as further discussed in Item 4.

Henry & Malone v. John Dunatov, Timothy Reilly and Kanna Reilly, Case No. 15-2115 (filed June 30, 2014)

On or about June 30, 2014, Angela Henry and Jerome Malone filed a Petition in the District Court of Harris County, Texas, Case alleging fraud against John Dunatov, Timothy Reilly, and Kanna Reilly relating to various allegations of representations made by the defendants related to the entry of a regional developer agreement between plaintiffs and our predecessor SPA 810, L.L.C.. The plaintiffs sought unspecified damages and attorney fees. At a court ordered mediation, the parties settled the lawsuit whereby SPA 810, L.L.C. and John Dunatov agreed to pay the Plaintiffs $275,000 over time according to the terms of a promissory note. According to the settlement agreement, the suit would be dismissed upon payment of the initial $80,000 installment and the signing of a formal release and settlement agreement.

Angela Henry et al. v. SPA 810, L.L.C. et al., Case No. 4:17-cv-00517 (filed February 17, 2017)

On February 17, 2017, Plaintiffs filed another suit against SPA 810, L.L.C., John Dunatov, Timothy Reilly, and Kanna Reilly for fraud, breach of contract and negligent misrepresentation relating to Defendants' failure to make all required payments under the terms of the settlement agreement discussed above, despite assurances the payments would be made. Plaintiffs had previously settled a dispute between them, and executed a settlement agreement calling for payments over a period of time. After making several payments totaling $110,000, SPA 810, L.L.C. was unable to make further payments. The suit was filed in the United States District Court for the

Southern District of Texas, Houston Division. The Plaintiffs sought $450,000 in actual damages. After the Defendants failed to respond to the lawsuit, default judgment was entered against the Defendants on June 14, 2017 in the amount of $450,000 (with post-judgment interest) together with attorneys' fees in the amount of $12,500.

C. Other Disclosable Litigation Involving the Franchisor Relationship

medspa810 Franchising, LLC v. Strategic Franchise Regional Developments, LLC, John Dunatov and Freddy O'Pry, No. 2:20-cv-01722-DJH, United States District Court for the District of Arizona (filed September 2, 2020).

On September 2, 2020, the Company filed an action against defendants Strategic Franchise Regional Developments, LLC, John Dunatov and Freddy O'Pry for breach of contract, tortious interference with contractual relations and declaratory relief arising from the defendants' breach of the express terms of a release contained in an agreement to terminate and modify the parties' business relationship (the "Termination Agreement"). The action stems from the defendants' improper threat of litigation and demands for settlement based on assertions that the Company failed to perform its obligations under an existing and ongoing development arrangement for franchise regions in the State of Texas. The failure of Strategic and Dunatov to abide by the terms and conditions of the Termination Agreement, which included a general release of claims, has caused the Company to incur damages and attorneys' fees. The lawsuit also seeks declaratory relief, pursuant to the Federal Declaratory Judgments Act, 28 U.S.C. § 2201, which asks the court for a judicial declaration that the Company has not breached the Termination Agreement. On October 13, 2020, the defendants filed a motion to dismiss for lack of personal jurisdiction (as to defendant O'Pry only), lack of subject matter jurisdiction and failure to state a claim upon which relief can be granted. The defendants also filed a motion for sanctions against the Company and its attorneys, on the ground that Strategic is not properly named as a defendant, even though Strategic made a written demand for settlement in March 2020 and participated in an unsuccessful mediation that took place in August 2020. Both of the defendants' motions are presently under advisement and awaiting rulings by the court.

We do not have any litigation or other proceedings involving our one (1) active area representative as of the Issue Date that requires disclosure in this Item.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

In re: SPA 810, L.L.C. *Case No. 2:18-bk-06718-DPC*

Our predecessor SPA 810, L.L.C. (which offered spa810 franchises from September 2012 through January 2019), and certain affiliated entities, filed a Chapter 11 voluntary petition in the United States Bankruptcy Court for the District of Arizona on June 11, 2018. The debtor's principal address is 7950 E. Redfield Road, Suite 280, Scottsdale, Arizona 85260. On January 24, 2019, the bankruptcy court approved the debtor's plan of reorganization that was originally proposed on August 4, 2018. As part of the approved plan, we (as designee of Princeton Franchise Partners, LLC) acquired certain assets of spa810 LLC.

On October 6, 2020, Brioni Enterprises, LLC ("Brioni") filed a motion to reopen the bankruptcy to for the purpose of asserting an unspecified claim against the Company, the reorganized debtor in the bankruptcy proceeding. On

December 17, 2020, we filed our objection to the motion to reopen on the grounds that (i) Brioni has failed to establish any cause for the court to reopen the case under Bankruptcy Code §350(b); (ii) the matters on which Brioni seeks to reopen the case relate to a contract the parties entered into after the plan was confirmed and after the case was closed; and (iii) the Court did not retain jurisdiction to adjudicate disputes in connection with contracts the reorganized debtor entered into following plan confirmation. The bankruptcy court held a hearing on January 25, 2021, and subsequently permitted Brioni and the Company to submit supplemental briefing, which each side has filed, but to date the court has not ruled on the motion.

In re: Collision on Wheels International, LLC, *Case No. 10-63350-wsd (U.S. Bankruptcy Court for the E.D. Mich. S.D., July 20, 2010)*.

Collision on Wheels filed a petition under Chapter 7 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Michigan under the name and caption listed above. Gregory Longe was Co-President and Chief Executive Officer of Collision on Wheels at the time it filed the bankruptcy petition. Mr. Longe was also one of the two largest creditors in the case. The case was terminated December 10, 2014.

Other than the bankruptcies listed above, no bankruptcy information is required to be disclosed in this Item.

Exhibit J to this Disclosure Document includes any bankruptcy information that is required to be disclosed with respect to our area representatives.

ITEM 5 INITIAL FEES

Franchise Agreement

Franchise Fee

You must pay us a $60,000 initial franchise fee ("Franchise Fee") immediately upon the signing of your Franchise Agreement. The Franchise Fee is deemed fully earned and non-refundable upon payment. Except as provided in this Item, the Franchise Fee is uniform to all franchisees in our System.

Development Agreement

Development Fee

If we grant you the right to develop multiple Franchised Businesses under a Development Agreement, you must pay us a one-time Development Fee upon executing your Development Agreement. The Development Fee will depend on the number of Franchised Businesses we grant you the right to open within the Designated Marketing Area, and can be calculated as follows: (i) $100,000 for the right to develop a total of two (2) Franchised Businesses; (ii) $135,000 for the right to develop a total of three (3) franchises; (iii) $165,000 for the right to develop a total of four (4) franchises; and (v) $185,000 for the right to develop a total of five (5) franchises, plus an additional $20,000 for each additional franchise you are awarded the right to develop under your Development Agreement (the "Development Fee").

You will not be required to pay any Initial Franchise Fee in connection with any franchises you are required to develop under your Development Schedule. You will be required to enter into our then-current form of franchise agreement to govern each such Franchised Business within your Designated Marketing Area.

The Development Fee will be deemed fully earned upon execution of your Development Agreement, and will not be refundable under any circumstances. We expect and intend to impose our Development Fee is calculated and imposed uniformly to all our System franchisees moving forward.

ITEM 6 OTHER FEES

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Royalty Fee	6% of Gross Revenues of the Franchised Business[2]	Due every Friday for 7-day period immediately preceding due date	Royalty fees and brand and system development fund fees will be automatically calculated from your POS system and will be debited via ACH. Please see Note No. 1 below.
Fund Contributions	Currently 1% of Gross Revenues must be contributed to our brand development fund (the "Fund")	Same as royalty fee	We have established a brand development fund (the "Fund") that we may administer as we determine appropriate. We may modify the Fund Contribution upon written notice, but it will not be increased to an amount higher than the 1% noted in the Amount column. Please see Item 11 of this Disclosure Document for additional information.

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Local Advertising Requirement (or "LAR")	You must expend a minimum of $5,000 per month on the promotion, marketing and advertising of your Franchised Business within your Designated Territory	As invoiced	This is the minimum amount you must expend on local advertising, marketing and promotion of your Franchised Business. We recommend that you expend additional amounts if and as you determine appropriate to maximize the visibility and sales associated with your Franchised Business. We may require that you expend any or all of your monthly LAR on services, collateral and/or other products that are acquired from our then-current Approved Suppliers for such advertising and marketing materials, which may include us and/or our affiliate(s). As of the Issue Date, we do have an Approved Supplier for certain of the LAR expenditures you are required to make in accordance with our then-current Manuals and other written directives.
Training Fee	Then-current training fee Currently, up to $500 per person per day plus expenses	10 days after invoice	We reserve the right to charge our then-current Training Fee in connection with (a) re-training or replacement training with regards to the portions of the training program that are designed for the franchise owner and/or Managing Owner, (b) any training we require you to complete to cure a default under your Franchise Agreement, (c) additional training you request we provide (other than day-to-day assistance, or (d) training we provide on-site at your Business.
Annual Conference/Convention Contribution Fee	Then-current contribution fee Currently, $250 per attendee	10 days after invoice	We have the right to hold an annual convention or conference for System owners and require that you attend for up to three (3) business days each calendar year. We reserve the right to charge you our then-current convention contribution fee if we hold such a conference or convention.
Technology Fee	Currently, $250 or then-current fee charged by us or our then-current Approved Supplier for such services	10 days after invoice	We collect a Technology Fee in connection with technology products or services we determine to (a) associate or utilize in connection with the system, and (b) use the Technology Fee to cover all or certain portions of the corresponding cost(s). If we modify the Technology Fee, we will provide you with 30 days' prior written notice.

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Call Center Fee	Then-current fee charged by us or our Affiliate as the Approved Supplier for Call Center services Currently, these fees are: (i) $2,000 per month for your initial Franchised Business; or (ii) $1,000 per month for your second or any subsequent Franchised Business you determine to open and operate	Same interval and manner as your Royalty Fee(s)	As of the Issuance Date, we expect that we or our affiliate will serve as the Approved Supplier for Call Center services, including (a) call intake, (b) customer information intake and routing, and (c) other sales and/or follow-up services that we determine appropriate for the Call Center program This obligations will commence when the Franchised Business has been opened and commenced operations.
Ongoing Purchases of Marketing Materials, Equipment, Supplies and Inventory	Varies depending on item purchased	At time order placed	At this time, we and/or our affiliate do not directly sell these types of Required Items to our System franchisees – but we reserve the right to do so in the future. Please see Item 8 for further information.
Management Fee(s) *Optional and Upon Mutual Agreement of Franchisee and Approved Supplier*	Amount charged by our then-current Approved Supplier for such management services An amount equal to 4% of the Gross Revenues generated by the Franchised Business, subject to and to the extent permitted by applicable law	As invoiced.	This will only be made available to System franchisees once they have developed and otherwise have the Franchised Business at issue ready to commence providing Approved Services and Approved Products. As of the Issuance Date, we may designate our affiliate to serve as the Approved Supplier for any management services you decide you wish to acquire in connection with your Franchised Business.
Audit Fee[4]	Actual cost of audit (including travel and lodging expenses for audit team) (estimated to range from $1,000 to $15,000)	10 days after invoice	Payable only if the audit (i) reveals that you have understated any amount that you owe us by at least 2% or (ii) is necessary because you fail to furnish required information or reports to us in a timely manner.

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Fines	Up to $500 per incident	Upon demand	Payable if you fail to comply with a mandatory standard or operating procedure (including failure to submit reports on timely basis or offering unauthorized products or services) and you do not cure the non-compliance within the time period we require. We will deposit all fines into the brand and system development fund.
Relocation Fee	$5,000	When relocation approved	You must pay us this fee if you request to relocate your medspa and we approve your request.
Renewal Fee	$1,000	At time you sign Renewal Agreement	None.
Transfer Fee	$10,000 per Franchised Business	Before transfer	Payable when you transfer or sell your franchise. No charge if franchise transferred to an entity that you control or for certain transfers of ownership interests between existing owners. This fee is in addition to third-party broker fees associated with the transfer or assignment at issue.
Late Fee	$100 plus lesser of 18% of amount past due or highest rate allowed by applicable law	10 days after invoice	We may also charge an insufficient funds fee of $100 for each occurrence where a check or EFT payment is rejected due to insufficient funds, stop payment or any similar event.
Indemnification	Will vary with circumstances	10 days after invoice	You must indemnify and reimburse us for any damages, losses or expenses we incur as a result of the operation of your Business or your breach of the Franchise Agreement.
Attorneys' Fees and Costs	Will vary with circumstances	Upon demand	You must reimburse us for all attorneys' fees and other costs we incur relating to your breach of any term of the Franchise Agreement or any other agreement with us or our affiliates.
New Product or Supplier Testing	Cost of testing (estimated to range from $100 to $500)	10 days after invoice	This covers the costs of testing new products or inspecting new suppliers you propose.
Insurance	Actual cost we incur plus 20% administrative fee	10 days after invoice	If you fail to obtain and maintain the insurance we require, and we elect to do so on your behalf, you must reimburse us and pay us the administrative fee.

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Explanatory Notes to the Item 6 Chart Above

(1) *General Notes and Payment Details.* Expect as otherwise stated in this Item, all fees are imposed by and are payable to us except that our affiliate collects the Local Marketing Fee. All fees are non-refundable and uniformly imposed on franchisees our current form of franchise agreement. You will be required to sign an ACH Authorization Form (attached to the Franchise Agreement as ATTACHMENT "E"), permitting us to electronically debit your designated bank account for payment of all fees payable to us (other than the Initial Franchise Fee) as well as any amounts that you owe to us or our affiliates for the purchase of goods or services. We may require that you sign a separate ACH Authorization Form to allow our affiliate, medspa810 Agency, LLC, to electronically debit your monthly Local Marketing Fee. You must deposit all Gross Revenues into the bank account and ensure that there are sufficient funds available for withdrawal before each due date. You must pay us all taxes that are imposed upon us or that we are required to collect and pay by reason of the furnishing of products, intangible property (including trademarks) or services to you.

We reserve the right to change the interval at which we collect your Royalty Fee, Local Marketing Fee, Fund Contribution and other recurring fees payable to us or our affiliates under the Franchise Agreement upon written notice to you. For example, we may collect these recurring fees on a monthly rather than weekly basis.

(2) *Gross Revenues.* The term "Gross Revenues" means the total selling price of all services and products sold at, from, or through your Business, whether or not sold or performed at or from the medspa, including the full redemption value of any gift certificate or coupon sold for use at the medspa (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from this calculation), and all income and revenue of every other kind and nature related to the Business operation, whether for cash or credit and regardless of collection in the case of credit, including amounts received from the professional corporation and/or pursuant to the Management Agreement. It also includes all sums and other consideration payable to any physician, professional corporation, organization or other entity or person that provides medical and other services to clients of your medspa that is received or is receivable in connection with the operation of your medspa, if we, in our discretion, determine that we can charge a royalty on the sale. "Gross Revenues" does not include: (i) any revenues or receivables by you as payment for medical or physician services, if we determine that we cannot legally receive a royalty based on such amounts; or (ii) any sales tax and equivalent taxes that are collected by you for or on behalf of any governmental taxing authority and paid thereto (See Franchise Agreement, Definitions section, for a complete definition of Gross Revenues). In the event that the professional corporation fails to pay you any revenues that it is obligated to pay you under the Management Agreement, the amounts that it fails to pay you shall nonetheless be included in the calculation of Gross Revenues.

(3) *Training Information.* Before you open, we will provide our initial training program for your Managing Owner and initial management personnel (including your manager) at our training center in Liviona, Connecticut or any other training location we designate. There is no fee payable to us for you or your manager to attend the Initial Training Program. You must pay us a training fee of up to $500 per person per day for: (i) each person that attends our initial training program after you open your Business (such as new Managing Owners or managers); (ii) any person who must retake training after failing to

successfully complete training on a prior attempt; (iii) any remedial training that we require based on your operational deficiencies; (iv) each person to whom we provide additional training that you request; and (v) each person who attends any system-wide or additional training that we conduct. If we agree to provide onsite training or assistance, you must reimburse us for all costs incurred by our representative for meals, travel and lodging (this reimbursement obligation does not apply to the onsite training that is part of our initial training program). You are responsible for all expenses and costs that your trainees incur for training, including wages, travel and living expenses. If you transfer your franchise, we may charge the new franchisee the $500 per person per day training fee for each of the transferee's owners and employees that attend our initial training program.

(4) *Right to Inspect/Audit.* We have the right to inspect your books and other financial information associated with your Business during the term of the Franchise Agreement. If we conduct an audit and it reveals that you have underreported your Gross Revenues by two percent (2%) or more, then we may require you to (a) pay the costs we incur in connection with conducting the audit of your Business (including any fees paid to auditors and/or attorneys), and/or (b) provide us with annual audited financial statements regarding the operation of your Business.

(5) *Interest.* Interest begins to accrue on the due date of any payment that has not been timely received or is not paid in full.

ITEM 7 ESTIMATED INITIAL INVESTMENT

A. FRANCHISE AGREEMENT

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	AMOUNT [1]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$60,000	Lump sum	At time you sign Franchise Agreement	Us
Food, Lodging & Travel (2 people while training)	$1,000 to $2,000	As incurred	During training	Hotels, restaurants and airlines
Lease Deposit & Rent [2]	$3,750 to $13,500	Lump sum	Monthly (with security deposit paid before opening)	Landlord
Architectural Plans	$7,500 to $10,500	As incurred	Before opening	Architect
Build Out & Improvements [3]	$135,000 to $225,000	As incurred	Before opening	Architects, contractors, suppliers
Project Development Fees [4]	$12,500	As invoiced from our then-current Approved Supplier	Upon invoicing from Approved Supplier	Approved Supplier
Signage [5]	$7,500 to $15,000	Lump sum	Before opening	Approved Supplier(s)

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF EXPENDITURE	**AMOUNT [1]**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
Decorating, Furniture & Furnishings [6]	$10,000 to $28,000	As incurred	Before opening	Approved Supplier(s)
Computer and POS System [7]	$10,000 to $15,000	Lump sum	Before opening	Approved Supplier(s)
Franchise Professional Equipment Package (plus tax and shipping)[8]	$76,100 to $90,000	Lump sum or financed	Before opening or monthly if financed	Approved Supplier or Other Third-Party Provider
Other Equipment [9]	$15,800 to $25,000	As incurred	Before opening	Suppliers
Initial Supply of Inventory [10]	$8,500 to $10,500	Lump sum	Before opening	Approved Suppliers
General Startup Supplies [11]	$4,250 to $7,850	As incurred	Before opening	Suppliers
Medical Director Recruitment Fee (Optional) [12]	$0 to $7,000	Lump sum	At time of engagement of supplier	Suppliers
Utility Deposits & Business Licenses	$1,800 to $3,600	As incurred	Before opening	Utility companies and government agencies
Professional Fees[13]	$1,500 to $7,500	Lump sum	Before opening	Lawyers & accountants
Initial Marketing Spend – Prior to Opening and First 3 Months of Operation[14]	$30,000	As incurred	Before opening	Approved Supplier(s)
Insurance (3 months' premium)[15]	$2,000 to $3,000	Lump sum	Before opening	Insurance Provider
Additional Funds (3 months after opening) [16]	$75,000 to $90,000	As incurred	As incurred	Business personnel, us, Approved Suppliers and other third parties and authorities.
Total Estimated Initial Investment [17]	**$432,200 to $655,950**			

Explanatory Notes to Chart 7(A) Above:

(1) **Generally.** We do not offer financing for any of these items. None of the fees payable to us are refundable. We are unaware of any fees payable to third party suppliers that are refundable, although some landlords refund security deposits at the end of the lease if the tenant does not default. Please note that estimates in this Item are, in part, based on (a) our experience in establishing, operating and franchising Businesses, (b) estimates we have received from our Approved Suppliers and certain other third-party suppliers, and (c) the experience of certain of our business advisors in working with

franchise brands that have a business with a similar footprint and/or business concept as the Business offered in this Disclosure Document.

(2) **Lease Deposit & Rent.** These figures presume that you will be leasing your premises. The expense of leasing will vary depending upon the size of the premises, its location, landlord contributions, and the requirements of individual landlords. We anticipate that most Businesses will range in size from 1,700 to 1,900 square feet (with an average of 5 to 6 rooms). For purposes of this estimate, we estimate the rent will range from $3,750 to $6,750 per month, although your actual rent may vary significantly above or below this range depending on your area and the local market conditions. The low-end estimate for this item represents only the estimated cost of a security deposit and assumes no rent will be due or payable prior to commencing operations. The high-end estimate assumes payment of a security deposit plus one months' rent paid prior to opening. Some franchisees may prefer to own their business. The costs of purchasing a facility vary so widely that we cannot reasonably estimate the cost.

(3) **Build Out & Improvements.** We estimate build-out costs will range from $100 to $125 per square foot after accounting for tenant improvement allowance (if any). For purposes of estimating the cost, we have assumed a facility that is typically around 1,800 square feet. This estimate also includes set-up expenses that you will incur in building out your location, including all costs required to set up the equipment. The cost of leasehold improvements and build-out vary widely based upon a number of factors, including the size and condition of the premises, whether or not there are any existing leasehold improvements and whether the landlord will contribute to the cost of the improvements. Please note that tenant improvement costs will be assessed in each unit prior to you signing a letter of intent or lease.

(4) **Project Development Fees.** As of the Issue Date, you must engage our current third-party Approved Supplier to provide certain site selection and project development services.

(5) **Signage.** The type and size of the signage you actually install will be based upon the zoning, property use requirements and any landlord-imposed restrictions. There could be an occasion where signage is not permitted because of zoning or use restrictions.

(6) **Decorating, Furniture & Furnishings.** This estimate includes office furniture, lobby furniture, light fixtures, product shelves, appliances (washer and dryer), interior decorative items, and other items needed to decorate your medspa.

(7) **Computer and POS System.** This estimate includes the cost of obtaining the required computer hardware, POS terminal hardware, networking equipment, installation of the computer and POS terminal hardware and networking equipment, and our required software.

(8) **Franchise Professional Equipment Package.** The franchise professional equipment package will be delivered to your Business at a designated time in the build-out process prior to the opening of your Business and paid upon delivery and invoice. The franchise equipment package includes laser hair removal equipment, our System-approved facial imaging device, equipment to provide facials, non-invasive body contouring equipment (including applicators and consumables) and other tools and items to adequately offer the Approved Services). You are required to offer non-invasive body

contouring services, and you must purchase the package from our Approved Supplier as well.

The low- and high-end estimates for Franchise Professional Equipment Package assumes you will choose to lease or finance the franchise equipment package. If a franchisee chooses to purchase the Franchise Professional Equipment Package, the cost is approximately $253,000 (including tax and delivery charges), which may vary depending on the size of the Franchised Business at issue. This cost is not reflected in the estimates in this Item 7. Both the low estimate and high estimate assume and expect that you will enter into a form of financing (or comparable lease-to-own) agreement that has terms similar to those offered by our Approved Supplier and comparable providers, namely: (i) $60,000 initial payment; and (ii) the balance of the Package purchase price over a term of 36 months (in monthly installments). Interest rates will vary, in part, depending on your credit score. The range of costs includes the lease payments together with shipping and taxes.

You, or a third party that you hire, will be required to install and assemble certain components of the franchise equipment package. Franchise equipment package payments are not refundable under any circumstances.

(9) **Other Equipment.** This estimate includes the security deposits and service fees for your telecommunications system installation, along with a scent machine, washer and dryer, music system, audio speakers, television for the lobby and consultation room of the Franchised Business, private waiting room, snack/water area, music and security.

(10) **Initial Supply of Retail Inventory.** You must purchase product lines that we specify in our Operating Manual, including, without limitation, skincare and sun care products as well as other retail items.

(11) **General Startup Supplies.** You must purchase start-up supplies, including general office supplies, uniforms, contracts, invoices, gift cards, robes, linens and other miscellaneous supplies, such as paper products and cleaning supplies.

(12) **Medical Director Recruitment Fee.** If you hire or engage a third-party medical director, you have the option (but not the obligation) to utilize a recruiting agency to assist you in finding a qualified medical director. We have an Approved Supplier for such recruitment assistance that you may, but are not required to utilize. Our high-end estimate is the current fee charged by that Approved Supplier for such assistance.

(13) **Professional Fees.** You are responsible for all human resource management at your medspa. We strongly recommend that you hire a human resource support service to manage human resource issues at your medspa. We also have established a relationship with Paychex who may provide these services for you if you choose to use them.

(14) **Initial Marketing Spend.** You must conduct an "initial launch" marketing campaign that will typically commence when you sign the lease and continuing through 90 days after the opening of your Franchised Business (your "Initial Marketing Spend"). You must typically purchase start-up marketing supplies at least two (2) months prior to the opening, which may include, but is not limited to, promotional items, gift cards, business cards, menus, thank you cards, referral cards, laser checkout

pads, facial check out pads, window clings, A-Frame marketing, postcards, flyers, print inserts, co-op direct mail, email templates, promotional tent, banners, social media and media buying services and other miscellaneous items. We will provide you with a detailed "Launch" marketing plan that will help you understand where to spend this money and how to market the opening of your Franchised Business.

(15) **Insurance.** This is an estimate for the premiums and/or deposit we estimate you will incur to acquire all System-required insurance prior to opening and in your first three (3) months of operation. You must obtain and maintain, at your own expense, the insurance coverage that we periodically require, and satisfy other insurance-related obligations. If you have had prior issues or claims from previous operations unrelated to the operation of your Franchised Business, your rates may be significantly higher than those estimated above. Please see Item 8 of this Disclosure Document for additional information on our System insurance requirements.

(16) **Additional Funds.** You will need additional capital to support on-going expenses during theinitial three (3) months after you open your Franchised Business. The estimate includes items payroll and other Business staffing-related expenses, additional advertising/marketing activities, repairs and maintenance (if any), bank charges, ongoing inventory, operating supplies and equipment, certain applicable taxes that must be paid on an ongoing basis, and other miscellaneous items. This range does not include any draw or salary for you or your officers (if you are a business entity). These figures are estimates, and we cannot guarantee that you will not have additional expenses in the first three (3) months you are operating your Franchised Business. In calculating this estimate, we relied on (a) our experience in offering, awarding and assisting in the development of our existing Franchised Businesses, (b) the experience of one (1) of our principals that has operated a System Business, (c) estimates we receivedfrom our Approved Suppliers and other third-party suppliers, and (d) information that is otherwise publicly available regarding the costs or range of costs associated with certain of the investment ranges disclosed in the Chart above.

(17) **Total Estimated Initial Investment.** The figures in this table are estimates. We do not offer direct or indirect financing to you for any items. The availability of financing through third-party lenders, if any, will depend on factors such as the lending policies of such financial institutions, the collateral you may have, your creditworthiness, and the general availability of financing. Unless otherwise noted above, all of the expenditures listed in the Item 7 Chart above are non- refundable. It is important to note and explain that you may need to secure an approved Premises for your Franchised Business before you and/or your suppliers are in a position to establish the actual construction, furnishing and other associated with that specific Premises, given such suppliers will needto account for all variables such as size of Premises, leasehold allowances, landlord's work, and/or building code requirements. With that said, we recommend you conduct pre-lease due diligence with athird-party general contractor or other business advisor with experience in construction to determine asmuch as you can about all the buildout costs associated with turning the contemplated Premises into a System Business. If the due diligence reveals an estimated buildout that exceeds the high end of this estimate, then it will be a business decision for you as to whether or not to move forward (provided weotherwise approve the site you are proposing).

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B. DEVELOPMENT AGREEMENT

YOUR ESTIMATED INITIAL INVESTMENT (USING A 3-PACK AS AN EXAMPLE)[1]

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Development Fee[2]	$135,000	Lump Sum	Upon execution of Development Agreement	Franchisor
Initial Investment to Open Initial Franchised Business[3]	$372,200 to $595,950	$517,950	See Chart A of this Item 7.	
TOTALS	$507,200 to $730,950	This is the total estimated initial investment to enter into a Development Agreement for the right to own a total of three (3) Franchised Businesses, as well as the costs to open and commence operating your initial Franchised Business for the first three (3) months (as described more fully in Chart A of this Item 7).		

$652,950

Explanatory Notes to Chart 7(B) Above

1. **General Note.** All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. This Chart details the estimated initial investment associated with executing a Development Agreement for the right to own and operate three (3) Franchised Businesses, as well as the initial investment to open your first Franchised Business under your Development Schedule.

2. **Development Fee.** The Development Fee is described in greater detail in Item 5 of this Disclosure Document, and this Development Fee is for the right to open and operate a total of three (3) Franchised Businesses (provided you comply with your development obligations under the Development Agreement). If you choose to open more than three (3) Franchised Businesses, your Initial Development Fee will be calculated as follows:

Number of Franchises Development Rights Awarded under Development Agreement	Development Fee
2	$100,000
3	$135,000
4	$165,000
5	$185,000
Each Additional Franchise	$20,000

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3. **Initial Investment to Open Initial Franchised Business.** This figure represents the total estimated initial investment required to open the Initial Franchised Business you agreed to open and operate under the Development Agreement. You will be required to enter into our then-current form of franchise agreement for the Initial Franchised Business you open under your Development Agreement. The range includes all the items outlined in Chart 7.A. of this Item, except for the Initial Franchise Fee (because you are not required to pay any Initial Franchise Fee for the Franchised Businesses you open under the Development Agreement). It does not include any of the costs you will incur in opening any additional Franchised Business(es) that you are granted the right to open and operate under your Development Agreement.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate all aspects of your Franchised Business in strict conformance with the methods, standards and specifications of our System. Our methods, standards, and specifications will be communicated to you in writing through our confidential Manuals and other proprietary guidelines and writings that we prepare for your use in connection with the Franchised Business and System. We may periodically change our System standards and specifications from time to time, as we deem appropriate or necessary in our sole discretion, which we will notify you of in writing, and you will be solely responsible for costs associated with complying with any modifications to the System.

Approved Services and Approved Products

You may only market, offer, sell and provide the Approved Services and Approved Products to the prospective and existing Clients of your Franchised Business. If and as applicable under the laws where your Franchised Business is located, you (as the Franchisee) may only be able directly provide the those services in connection with your Franchised Business that are primarily designed to generate clientele and/or provide them with general customer service while visiting your Premises.

We will provide you with a list of our then-current Approved Services and Approved Products, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any product or service to prospective or existing client(s) that are not part of our then- current Approved Services or Approved Products, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain (a) our prior written approval as described more fully in this Item, and (b) a legal opinion letter or other evidence sufficient to demonstrate that any new or modified service or product proposed can be utilized and/or provided at your franchised Business in compliance with all applicable laws and regulations.

Approved Suppliers

We have the right to require you to purchase any items or services necessary to operate your Franchised Business from a supplier that we approve or designate (each, an "Approved Supplier"), which may include us or our Affiliate. We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise

in writing, and we may update or modify this list as we deem appropriate.

As of the Issue Date, we have one (1) or more Approved Suppliers for each of the following services or items that must be purchased for use in connection with your Franchised Business (each, a "Required Item"): (i) certain of the Approved Products, including (a) branded merchandise and other items (such as nutritional supplements) that a System Business is authorized to offer for retail sale at the Premises, (b) Approved Products, including third-party proprietary inventory that is utilized in connection with certain Approved Services and treatments), as well as other operational inventory and supplies; (ii) certain FFE that must be purchased and used in connection with the initial development and equipping of a franchised Business, including the "professional" Equipment Package that must be purchased, installed and subsequently used in connection with the provision of Approved Services to Clients at the Franchised Business (by those authorized to do so under applicable law), (iii) the software designed to provide POS and Customer Record Management (CRM) functions, as well as all other software that we require or designate for use in connection with your Business (the "Required Software"); (iv) certain inventory and supplies for use in connection with the general administration and management of the Premises; (v) initial and ongoing marketing materials, including those services and collateral on which you must expend your Initial Marketing Spend and/or ongoing Local Advertising Requirement; (vi) project management services in connection with the construction and/or buildout of your Franchised Business; (vii) Call Center services (once we implement our Call Center); and (viii) the technology services that are provided as part of any Technology Fee we charge at a given time. Should you determine you wish to engage a third party to provide management services in connection with your Franchised Business, we may require you to use an Approved Supplier for such services as well.

As of the Issuance Date, we are the Approved Supplier for the following items: (i) any training that is provided in connection with the System or your Business; and (ii) any technology we determine to provide as part of our then-current Technology Fee. As of the Issue Date, we expect that our affiliate will provide any management services in connection with your Franchised Business that you elect to acquire.

One of our officers/principals owns an interest in our current Approved Supplier for Call Center services.

In the future, we reserve the right to designate us or any affiliate of ours as the Approved Supplier for any additional or other item or service that you are required to purchase and/or utilize in connection with your Franchised Business. This includes any proprietary products we develop or have developed for use in your Franchised Business, including private-label products that bear our Proprietary Marks.

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully in this Item 8 below. We may provide our standards and specifications for a given Required Item directly to the Approved Supplier we have designated or otherwise approved as the source for that item/service. We may determine to provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any confidential information we disclose.

Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your "Required Purchases." We estimate that your Required Purchases will account for approximately 75% to 85% of your total costs incurred in establishing your Franchised Business, and approximately 45% to 65% of your ongoing costs to operate the Franchised Business after the initial start-up phase. Please be advised that these percentages do not include your lease payments you make in connection with your Premises.

We reserve the right to derive revenue from any of the purchases (items or services) that our System franchisees are required to make in connection with the Franchised Business. We and/or our affiliates did not derive any revenue in our past fiscal year ending December 31, 2020 that was generated on account of our System franchisee's required purchases.

Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Franchised Business that are not Approved Products or, if applicable, Approved Services; or (ii) purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Franchised Business; or (ii) purchasing from a non-approved supplier. You must pay our then-current supplier or non-approved product evaluation fee when submitting your request (currently, a fee not to exceed $500 per request). We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 120 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (but are not required to) make it available to you upon request. Each supplier that we approve of must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and/or Marks. The revocation of a previously-approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

Purchasing Cooperatives and Right to Receive Compensation

We may, when and as we determine appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the System Businesses.

When establishing such alliances or programs, we may determine to: (i) limit the number of approved suppliers with whom you may deal; (ii) designate sources that you must use for some or all products, equipment and services; and (iii) refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System. We currently have any purchasing cooperative(s) with a number of our Approved Suppliers, and we reserve the right to establish more such cooperatives in the future.

We and/or our affiliate(s) may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliate(s) may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees. Any rebates we received in our past fiscal year ending December 31, 2020 are disclosed under the "Required Purchases and Right to Derive Revenue" heading above in this Item.

Franchisee Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

Advertising and Marketing

All advertising and promotional materials and other items we designate must bear the Proprietary Marks in the form, color, location and manner we prescribe. In addition, all your advertising and promotion in any medium must be conducted in a dignified manner and must conform to the standards and requirements we prescribe in the Manuals or otherwise. You must obtain our approval before you use any advertising and promotional materials or plans in connection with your Franchised Business if we have not prepared or approved them during the 12 months prior to the date of your proposed use.

As of the Issue Date, you must expend the funds comprising your ongoing Local Advertising Requirement on creative, production and/or placement services that are provided by our third-party Approved Supplier. You may also be required to expend your Initial Marketing Spend (or some portion of that amount) on marketing, promotional and/or advertising services that you engage our Approved Supplier to provide.

Premises and Lease

You must obtain our approval of the Premises for your Franchised Business before you acquire the site. You must also provide us with a copy of the lease for the Premises before you execute the contract or lease, and we may condition our approval of any site you propose on the form of lease containing our prescribed collateral assignment of lease terms and certain other addendum terms that are set forth in the form of "Lease Addendum" attached to our current form of Franchise Agreement. You must also ensure that you comply with all of our System standards and specifications related to the build-out, remodeling and/or construction of your Franchised Business at the Premises.

If we grant you the right to open and operate multiple Franchised Businesses under a Development Agreement, you will typically sign our then-current franchise agreement for each Franchised Business opened under your Development Schedule prior to or at the time you secure a Premises for that Franchised Business.

Insurance

You must obtain and maintain the insurance coverages and policies that we prescribe in the Franchise Agreement, which we may always update, supplement and/or otherwise modify upon prior written notice to you via the Manuals or otherwise.

Each insurance policy must be issued by an issuer we approve, who must have an A.M. Best Rating of not less than A-VII. We may require that these policies name us as an additional insured and contain a waiver of subrogation in our favor. The policies must provide us with written statutory cancellation notice and non- renewal. We may periodically increase required coverage limits or require additional or different coverage to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances. You must deliver to us (and in the future maintain on file with us) valid and current certificates of insurance showing that all required insurance is in full force and effect, or any other evidence of coverage that we may require from time to time.

As of the Issue Date, you must acquire and maintain the following coverages in the minimum amounts corresponding to that coverage below prior to and at all times the Franchised Business opens and commences operations, subject to Franchisor's right to increase, supplement or otherwise modify these insurance-related requirements upon prior written notice via the Manuals or otherwise:

> comprehensive general liability insurance ($1,000,000 per occurrence and $2,000,000 aggregate); property insurance for 100% replacement cost; business interruption insurance for 12 months; professional liability insurance for all medical providers for errors and omissions ($1,000,000 per occurrence and $3,000,000 aggregate) (may be combined with general liability policy); automobile liability coverage ($1,000,000 combined single limit); workers compensation coverage at statutory limits; employment practice liability insurance ($1,000,000 aggregate); cyber liability insurance ($1,000,000 aggregate); umbrella liability coverage ($1,000,000); and any other insurance required by your lease or any state or local municipality where your Franchised Business is located.

Computer Hardware and Software

You must purchase any and all computer hardware, software and peripherals in accordance with our System standards and specifications. As of the Issue Date, we require you to purchase certain Computer System components, as well as the Required Software that provides POS and CRM services in connection with the Franchised Business, from our Approved Supplier. We may require that you to purchase any other component of Required Software from one (1) of our Approved Suppliers in the future upon written notice. Your Premises must have Internet Wi-Fi access that both the personnel and Clients visiting the Premises of your Franchised Business will be able to access (on different networks), but you may require this from any third-party provider so long as the service meets our System standards.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTIONS IN FRANCHISE AGREEMENT	SECTIONS IN DEVELOPMENT AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Section 7.1 & 7.2	Section 1 and Exhibit A of the Development Agreement	Item 7 & Item 11
b. Pre-opening purchases/leases	Section 7.3, 12.4 & 16.1	Nothing Additional (see Franchise Agreements signed)	Item 5, Item 7, Item 8 & Item 11
c. Site development and other pre-opening requirements	Section 7.3 & 7.4	Sections 1, 5 and Exhibit A of the Development Agreement	Item 6, Item 7 & Item 11
d. Initial and ongoing training	Section 5	Nothing Additional (see Franchise Agreements signed)	Item 6 & Item 11
e. Opening	Section 7.4	Nothing Additional (see Franchise Agreements signed)	Item 11
f. Fees	Section 4.2, 5.7, 6.5, 11.1, 11.2, 11.7, 12.6, 12.13, 14, 16.1, 17.2, & 20.2	Section 2	Item 5 & Item 6
g. Compliance with standards and policies/Operating Manuals	Section 6.1, 7.1, 7.3, 11.2, 12 & 18.1	Nothing Additional (see Franchise Agreements signed)	Item 11
h. Trademarks and proprietary information	Section 18	Nothing Additional (see Franchise Agreements signed)	Item 13 & Item 14
i. Restrictions on products/services offered	Section 12.3	Nothing Additional (see Franchise Agreements signed)	Item 16
j. Warranty and client service requirements	Not Applicable	Nothing Additional (see Franchise Agreements signed)	Not Applicable

OBLIGATION	SECTIONS IN FRANCHISE AGREEMENT	SECTIONS IN DEVELOPMENT AGREEMENT	DISCLOSURE DOCUMENT ITEM
k. Territorial development and sales quotas	Not Applicable	Section 1 and Exhibit A of the Development Agreement	Item 12
l. Ongoing product/service purchases	Section 12.4	Nothing Additional (see Franchise Agreements signed)	Item 8
m. Maintenance, appearance and remodeling requirements	Section 12.5 & 12.7	Nothing Additional (see Franchise Agreements signed)	Item 11
n. Insurance	Section 16.1	Nothing Additional (see Franchise Agreements signed)	Item 6 & Item 7 & Item 8
o. Advertising	Section 11	Nothing Additional (see Franchise Agreements signed)	Item 6, Item 7 & Item 11
p. Indemnification	Section 19	Nothing Additional (see Franchise Agreements signed)	Item 6
q. Owner's participation/ management/staffing	Section 8	Nothing Additional (see Franchise Agreements signed)	Item 11 & Item 15
r. Records/reports	Section 16.2 & 16.3	Nothing Additional (see Franchise Agreements signed)	Item 6
s. Inspections/audits	Section 17	Nothing Additional (see Franchise Agreements signed)	Item 6 & Item 11
t. Transfer	Section 20	Section 8	Item 17
u. Renewal	Section 4	Nothing Additional (see Franchise Agreements signed)	Item 17
v. Post termination obligations	Section 22	Nothing Additional (see Franchise Agreements signed)	Item 17
w. Non-competition covenants	Section 15	Nothing Additional (see Franchise Agreements signed)	Item 17
x. Dispute resolution	Section 23	Sections 11 through 19	Item 17
y. Personal Guarantee (brand protection covenants, transfer restrictions and financial assurance fr owners and spouses)	ATTACHMENT "D"	Nothing Additional (see Franchise Agreements signed)	Item 15

ITEM 10 FINANCING

We do not offer direct or indirect financing that requires disclosure in this Item. We do not guarantee any of your notes, leases or obligations.

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

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

Before you open your Business, we will:

1. License you the Marks necessary to begin operating your Business. (Section 2)

2. Approve the location, build-out and design of your Business. See Section below entitled "Site Development" for additional information. (Sections 7.1, 7.3 & 7.4)

3. Provide you with access to 1 copy of the Manual, either in digital or printed form, which will help you establish and operate your Business. See Section below entitled "Manual" for additional information. (Section 6.1)

4. Provide you with written specifications for the goods and services you must purchase to establish your Business, as well as a written list of approved and/or designated suppliers for purposes of acquiring these goods and services. We do not deliver or install any of the items that you are required to purchase although we may assist with the installation of certain equipment in our discretion. (Section 12.2)

5. Provide you with a required initial marketing plan for your Business ("Local Marketing Plan"). The Local Marketing Plan will set forth the required opening advertising program as well as the ongoing monthly Local Advertising Expenditures. See Section below entitled "Local Advertising" for additional information. (Section 11.8)

6. Provide an initial training program. See Section below entitled "Training Program" for additional information. (Section 5)

7. Provide you with a localized webpage (which will be linked to our website) to promote your medspa. See Section below entitled "Computer System" for additional information. (Section 6.4)

8. If you have a Development Agreement with us, we will designate your Designated Marketing Area and work with you via our then-current site selection process and procedure to review and approve/reject any sites you propose within that Designated Marketing Area for the site of a Franchised Business you have committed to developing. (Development Agreement, Section 1).

During the operation of your Business, we will:

1. Give you ongoing guidance and recommendations on ways to improve the marketing and operation of your Business. (Section 6.2)

2. Maintain a website that will include a list of all of the medspa810 franchisees that are in good standing with us. We may modify the content of and/or discontinue this website at any time in our sole discretion. (Section 6.4 & 11.6(e))

3. Administer the brand and system development fund. See Section below entitled "Brand and System Development Fund" for additional information. (Section 11.1)

4. Provide local marketing support, including providing an updated Local Marketing Plan every other month, or at any other interval we deem appropriate, which will determine your required Local Marketing Expenditures. See Section below entitled "Local Advertising" for additional information. (Section 11.2 & 11.8**)**

During the operation of your Business, we may, but need not:

1. Develop new products or services to be offered at medspa810 centers. (Section 6.7)

2. Negotiate purchase agreements with suppliers to allow you to purchase certain goods or services at discounted prices. We may also purchase items in bulk at discounted prices and resell them to you at our cost plus shipping plus a markup. (Section 6.5)

3. Operate a medspa810 call center to address customer inquiries. (Section 6.6)

4. Hold periodic national or regional conferences to discuss business and operational issues affecting medspa810 franchisees, including industry changes, new services and/or merchandise, marketing strategies and the like. (Section 5)

5. Create a franchise advisory council. See Section below entitled "Advisory Council" for additional information. (Section 13)

6. Provide periodic training programs. See Section below entitled "Training Program" for additional information. (Section 5)

7. Upon your request, provide additional training or assistance (either at our training center or at your medspa). See Section below entitled "Training Program" for additional information. (Section 5)

Training Program (Section 5 & 21.1(i))

Overview

We will provide an initial training program for the Managing Owner (defined in Item 15) and your key personnel, including your medspa manager. These individuals must successfully complete the initial training program to our satisfaction before you open your Business. You may send other owners to initial training, but it is not required. The initial training program includes approximately 5 days of training at our training center located in Livonia, Michigan (or other training location we designate). The initial training program also includes approximately 4 days of on-site training at your medspa. Approximately half of this training is informal where our representative shadows you and your staff, monitors your operations and provides feedback and guidance. The other half of the on-site training covers management training, sales training, customer service training and front desk training.

Currently, we intend to offer the initial training program on a quarterly basis assuming sufficient demand. We reserve the right, in our sole discretion, to offer training virtually.

Training Topics

The initial training program consists of the following:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS ON THE JOB TRAINING	LOCATION
medspa810 Culture	4	0	Livonia, Michigan or other designated location
Marketing/Advertising	4	0	Livonia, Michigan or other designated location
Services - Standard Operating Procedures Review	4	0	Livonia, Michigan or other designated location
Medical Protocol Review	3	0	Livonia, Michigan or other designated location
Product, Software and Vendor review	1	0	Livonia, Michigan or other designated location
HR Standard Operating Procedures and Sales Training	4	0	Livonia, Michigan or other designated location
Operations and Compliance	12	0	Livonia, Michigan or other designated location
Management	0	8	Your Franchised Business
Customer Service	0	8	Your Franchised Business
Sales	0	8	Your Franchised Business
Front Desk	0	8	Your Franchised Business
Total	**32**	**32**	

Vendor Training

In addition to the initial training program that we conduct, certain of our vendors will send representatives to your medspa to provide training on their products and services. We estimate the total number of hours of vendor training will range from 30 to 40 hours. Most of this training is provided prior to opening.

Training Materials

The training materials will consist of the Manual, lectures, PowerPoint presentations, online videos, workbooks and quizzes. You will not be charged an additional fee for any of the training materials.

Instructors

Maria Shinabarger, our VP of Operations, oversees our training program. Ms. Shinabarger joined the our System in January 2020, and has over eight (8) years' experience in the franchise industry. Ms. Shinabarger provides instruction on a variety of topics, including operations, marketing, accounting and finance, development and sales.

Ongoing Training

From time to time, we may require that your Managing Owner (as applicable) and other management personnel attend system-wide refresher or additional training courses. If you appoint a new Managing Owner or manager, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Business.

If we conduct an inspection of your medspa and determine you are not operating in compliance with the Franchise Agreement and/or the Manual, we may require that the Managing Owner and/or your managers attend remedial training that addresses your operational deficiencies.

You may also request that we provide additional training (either at corporate training center or at your medspa). We are not required to provide this additional training.

Training Fees and Costs

There is no fee payable to us for you or your medspa manager to attend the Initial Training Program. You must pay us a training fee of up to $500 per person per day for: (i) each person that attends our initial training program after you open your medspa (such as new Managing Owners or managers); (ii) any person who must retake training after failing to successfully complete training on a prior attempt; (iii) any remedial training that we require based on your operational deficiencies; (iv) each person to whom we provide additional training that you request; and (v) each person who attends any system-wide or additional training that we conduct. If we agree to provide onsite training or assistance, you must reimburse us for all costs incurred by our representative for meals, travel and lodging (this reimbursement obligation does not apply to any onsite training that is part of our initial training program). You are responsible for all expenses and costs that your trainees incur for training, including wages, travel and living expenses. If you transfer your franchise, we may charge the new franchisee the $500 per person per day training fee for each of the transferee's owners and employees that attends our initial training program.

Manual (Sections 6.1, 12.2 & 25.9)

We will provide you with access to our Manual in text or electronic form for the term of your Franchise Agreement. The Manual may include, among other things, (i) a description of the authorized goods and services that you may offer at your Business; (ii) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we deem necessary for medspa810 franchisees; (iii) mandatory reporting and insurance requirements; (iv) mandatory and suggested specifications for your medspa; (v) policies and procedures pertaining to any gift card program or membership program that we establish; and (vi) a written list of goods and services (or specifications for goods and services) you must purchase for the construction, development and operation of your Business and a list of any designated or approved suppliers for these goods or services. The Manual is designed to establish and protect our brand standards and the uniformity and quality of the goods and services offered by our franchisees. We can modify the Manual at any time. All mandatory provisions contained in the Manual are binding on you. The Manual is confidential and remains our property. We may modify the Manual upon 30 days' prior notice, but the modification(s) will not alter your status or fundamental rights under the Franchise Agreement. The Manual contains a total of approximately 350 pages. A copy of the Table of Contents to the Manual is attached to this Disclosure Document as Exhibit E.

Site Selection (Sections 7.1, 7.2, 7.3, 7.5 & 12.7)

A premises for a standard Franchised Business will typically ranges in size from around 1,700 to 1,900 square feet. You must locate and obtain our approval of the premises from which you will operate your Business within 180 days after your sign the Franchise Agreement. We generally do not own the premises and lease it to franchisees. The premises must be located within the Site Selection Area identified in ATTACHMENT "B" to the Franchise Agreement and must conform to our minimum site selection criteria. You must send us a complete site report (containing the demographic, commercial and other information, photographs and video tapes that we may reasonably require) for your proposed site. We will use our best efforts to approve or disapprove a proposed site within 30 days after we receive all of the requisite materials. Your site is deemed disapproved if we fail to issue our written approval within the 30-day period. In reviewing a proposed site, we will consider factors such as parking, size, traffic counts, general location, existence and location of competitive businesses, general character of the neighborhood and various economic indicators. If you fail to obtain our approval of your site in the required period of time, we may terminate your Franchise Agreement. You have sole responsibility for making the final decision regarding the premises of your medspa, and we will only evaluate your selection for minimum compliance with system standards.

You must obtain our approval of any contract of sale or lease for the Premises before you execute the contract or lease, and we may condition our approval of any such lease on you and your landlord's execution of our prescribed form of Lease Addendum (attached as Exhibit C to our current form of Franchise Agreement). If your landlord refuses to sign the Lease Addendum in substantially the form attached to the Franchise Agreement, we may require that you find a new site for your medspa.

We will provide you with prototype plans for a typical Franchised Business. You must hire an architect in order to modify these plans to comply with all local ordinances, building codes, permits requirements, and lease requirements and restrictions applicable to the premises. You must submit the final plans to us for approval. After you purchase or lease your approved site, you must, at your sole expense, construct and equip the premises in accordance with the approved plans and the specifications contained in the Manual. You must also purchase (or lease) and install all equipment, fixtures, signs and other items that we require. Before you open, we must approve the build-out and layout of your medspa.

You must remodel and make all improvements and alterations to your medspa that we reasonably require from time to time to reflect our then-current image, appearance and facility specifications. We reserve the right to conduct a "brand refresh" throughout the system. We will not require significant remodeling more than once during any 5-year period except as a condition to renewing or transferring your franchise. You may not remodel or significantly alter your premises without our prior written approval.

Computer System (Sections 12.4, 12.5, 12.6, 16.3 & 17.1)

You are required to purchase a computer system that consists of the following items: POS system with 2 terminals, automated cash drawer, receipt printer and barcode scanner; 3 desktop computers with LCD flat panel wide screen monitors and high-speed internet access; Microsoft Office; and color printer/scanner/copier. Your computer system will be used for customer relationship management and to process sales transactions, set appointments, track marketing and communicate with us and your customers. Your computer system may also be used for general business purposes such as preparing financial reports. Your computer system will store sales information and

customer information such as treatment and transaction history. We will have independent unlimited access to the data collected on your computer system.

We estimate the cost of your computer system will range from $10,000 to $15,000. You must purchase the credit card processing devices that we specify. We estimate the cost of this purchase will be approximately $1,700. The licensor of the POS system currently charges a monthly fee of $449 per month for the POS and record management software that we currently require you to license and use in connection with your Franchised Business. In the future we may collect this fee from you, but you are currently required to pay a third party vendor directly. As of the Issue Date, the Approved Supplier for this required software includes maintenance and support as part of the license fee that our System franchisees pay. In addition to the required software license fee, please recall that we currently expect to charge our current Technology Fee (currently amounting to $250/month), which we may modify upon prior written notice to you via the Manuals or otherwise.

Except as described above: (i) neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer system; and (ii) we are not aware of any optional or required maintenance, updating, upgrading or support contracts relating to your computer system.

You must maintain the computer system in good working order at your cost. During the term of your franchise, you may be required to upgrade or update your computer and POS hardware and/or software to conform to our then-current specifications. There are no contractual limitations on the frequency or cost of these updates or upgrades. We reserve the right to change the software or technology that you must use or add new software or technology at any time. We may charge you for any software or technology that we license or sublicense to you. The current Local Marketing Fee includes the cost of your CRM system. If we sublicense the software from a third party, we will collect from you all amounts that we must pay the licensor based upon your use. If we license you software that we develop or own, we may charge commercially reasonable initial and ongoing licensing and support fees.

Brand and System Development Fund (Section 11.1)

We administer our brand development Fund as we determine appropriate in our discretion. We may use the Fund to pay for any of the following in our discretion: (i) developing maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs; (ii) public awareness of any of the Marks; (iii) public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development and search engine optimization; (vii) development and implementation of quality control programs; (viii) conducting market research; (ix) changes and improvements to the System; (x) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) collecting and accounting for contributions to the Fund; (xii) preparing and distributing financial accountings of the Fund; (xiii) any other programs or activities that we deem necessary or appropriate to promote or improve the System; and (xiv) our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead or other expenses incurred in relation to any of these activities. The Fund will not be used for pay for advertisements principally directed at selling additional franchises, although consumer advertising may include notations such as "franchises available" and one or more pages on our website may promote the franchise opportunity. We have the right to reimbursement from the Fund contributions for reasonable costs and overhead, if any, as we may incur in activities which are reasonably related to directing and implementing the Fund and advertising programs for franchisees and the System, including costs

of personnel for creating and implementing advertising, promotional and marketing programs, and the cost for accounting for the Fund.

You must contribute to the fund the amount we specify from time to time (not to exceed 1% of the Gross Revenues generated by your Franchised Business). We will deposit into the Fund all: (i) fund contributions paid by you and other franchisees; and (ii) fines paid by you and other franchisees. Some franchisees may contribute to the fund on a different basis depending on when they signed their Franchise Agreement. Any company-owned medspa810 business may, but need not, contribute to the fund on the same basis as our franchisees. We are not required, under the Franchise Agreement or elsewhere, to spend any amount of the Fund contributions in your Territory and not all System franchisees will benefit directly or on a pro rata basis from our expenditures. As of the Issuance Date, you are required to make a Fund Contribution amounting to 1% of the Gross Revenues of your Franchised Business.

All monies deposited into the fund that are not used in the fiscal year in which they accrue will be utilized in a subsequent fiscal year. Any surplus of monies in the fund may be invested and we may lend money to the fund if there is a deficit. During our last fiscal year ending December 31, 2020, we did not collect Fund Contributions from our System franchisees and we did not expend such contributions as part of our Fund activities.

We will direct and have complete control and discretion over all advertising programs paid for by the Fund, including the creative concepts, materials, endorsements and media used for the programs, and the placement and allocation of the programs. We assume no direct or indirect liability or obligation to you with respect to the maintenance, direction or administration of the Fund. The Fund will not be a trust and we will have no fiduciary obligations with respect to our administration of the fund. An unaudited financial accounting of the operations of the fund will be prepared annually and made available to you upon request. There is no requirement that the Fund be audited.

Local Advertising and Marketing Requirements (Section 11.2 & 11.8)

Initial Marketing Spend

You must spend $30,000 on an opening advertising program and the purchase of startup marketing materials commencing with the date you sign your lease and continuing 90 days after your opening. The exact amount and components of your opening advertising program will be detailed in the Initial Marketing Spend which we prepare and provide to you prior to opening. This opening advertising program may include, without limitation, social media purchases, Google AdWords®, direct mail, a grand opening party, and/or other digital and traditional promotional expenses we deem appropriate in our sole discretion.

We will provide you with a required marketing plan for your Business ("Marketing Plan"). Prior to opening, you will receive an initial marketing plan that includes your Local Advertising Expenditure as well as the details of your opening advertising program ("Initial Marketing Plan"). The Marketing Plan may be included in the Manual, or may be provided and updated by us in writing from time to time as we deem appropriate. We will provide you with an updated Marketing Plan annually, or on another interval that we designate.

Local Advertising Requirement or LAR

In addition to your opening marketing expenditure requirement, you must expend a minimum of $5,000 per month on the local advertising, marketing and promotion of your Franchised Business within your Designated Territory (your "Local Advertising Requirement" or "LAR" as described in Item 6 of this Disclosure Document).

You have the option, but not the obligation, to spend additional funds on local marketing to promote your Franchised Business in excess of your Local Marketing Expenditure, however you must participate at your own expense in all advertising, promotional and marketing programs that we require, including without limitation, expending all or certain portions of your LAR on services, collateral and/or other products from one (1) or more of our then-current Approved Suppliers for advertising and marketing.

General Obligations

You may not prepare your own advertising materials. All advertising material must be purchased from us or a supplier that we designate or approve. We may create and make available to you advertising and marketing materials for your purchase. We may use the brand and system development fund to pay for the creation and distribution of these materials, in which case there will be no additional charge. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). Alternatively, we may enter into relationships with third party suppliers who will create the advertising or marketing materials for your purchase. We will provide reasonable marketing consulting, guidance and support throughout the franchise term on an as needed basis.

Our affiliate and any third parties engaged thereby will coordinate and implement the marketing of your Business through social media channels. You may not establish or maintain a separate social media presence for your medspa. We may, but are not required, to create a social media profile on your behalf. We reserve the right to require you to provide events, tailored posts and other information relevant to your local market that we will post on any websites or social media accounts. At all times you must comply with any social media policy that we develop. If we revise our policy to allow you to establish a separate social media channel, you may not do so without our prior written approval which may be withheld or withdrawn at any point, and you must provide us with administrative rights and access to any such account.

We will provide you with a webpage that will be linked to our website. Your webpage will list certain information about your Business that we deem appropriate. At this time, we do not allow our franchisees to maintain their own websites. Therefore, you may not maintain your own website, conduct e-commerce, or otherwise maintain a presence or advertise on the Internet or any other public computer network. If we change our policy at a later date to allow franchisees to maintain their own websites or market on the Internet, you may do so only if you comply with all of the website and Internet requirements that we specify. In that case, we may require that you sign an amendment to the Franchise Agreement that will govern your ability to maintain a separate website and/or market on the Internet.

Advisory Council (Section 13)

We may, but need not, create a franchise advisory council to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We would consider all

suggestions from the advisory council in good faith, but we would not be bound by any such suggestions. The advisory council would be established and operated according to rules and regulations we periodically approve, including procedures governing the selection of representatives of the advisory council to communicate with us on matters raised by the advisory council. You would have the right to be a member of the advisory council as long as you are not in default under the Franchise Agreement and you do not act in a disruptive, abusive or counter-productive manner, as determined by us in our discretion. As a member, you would be entitled to all voting rights and privileges granted to other members of the council. Any medspa810 business operated by us or our affiliates would also be a member of the Advisory Council. Each member would be granted 1 vote on all matters on which members are authorized to vote. We would have the power to form, change or dissolve the advisory council in our discretion. Opening Requirements (Section 7.4)

Time to Open (Section 7)

Single Franchised Business under Franchise Agreement

You may not open your Franchised Business before: (i) successful completion of the initial training program; (ii) you purchase all required insurance; (iii) you obtain all required licenses, permits and other governmental approvals; (iv) you have complied with all medical regulatory requirements, including having an approved medical director in place; (v) your website is live and your marketing program has begun; (vi) we provide our written approval of the construction, build-out and layout of your Franchised Business; (vii) you have submitted to us your ACH withdrawal form; and (viii) you have fulfilled all of your other pre-opening obligations.

We anticipate that a typical System franchisee will open its Franchised Business within 6 to 12 months after signing the Franchise Agreement. Some of the factors that may affect this time 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, certifications, and licenses, the timing of the delivery of equipment, tools, and inventory, the time to complete training, the time to hire and train your staff, and the time to convert, renovate, or build out your Franchised Business. Unless we agree to the contrary, your Business must be opened to the public within 12 months after you sign the Franchise Agreement. Your failure to open within the 12-month period constitutes an event of default under your Franchise Agreement.

Multi-Unit Development under Development Agreement

If you have entered into a Development Agreement to open and operate two (2) or more Franchised Businesses, your Development Agreement will include a Development Schedule containing a deadline by which you must have each of your Franchised Businesses open and operating. Your Development Schedule may depend on the number of Franchised Businesses you are granted the right to open and operate. (Development Agreement, Section 5).

If you fail to open any Franchised Business within the appropriate time period outlined in the Development Agreement, we may terminate your Development Agreement. (Development Agreement, Section 6.2). You will not have any further development rights within the Designated Marketing Area upon termination of your Development Agreement, except to continue operating the Franchised Business(es) that were already open and operating as of the termination date. We must approve of the Premises you choose for each Franchised Business you are required to open under the Development Agreement.

ITEM 12 TERRITORY

Approved Premises and Relocation

You must operate your Franchised Business at a specific location approved by us (referred to as your "Premises"). You will not be permitted to relocate your Business without our prior written approval, which may be withheld in our discretion. You will be assessed a relocation fee of $5,000 at the time you submit the proposed location for your relocated Business. Generally, we do not approve requests to relocate your Business after a site selection has been made and you have opened for business unless (a) it is due to extreme or unusual events beyond your control, and (b) you are not in default of your Franchise Agreement. If we approve your relocation request, we retain the right to approve your new site location in the same manner and under the same terms that are applied to your first site selection.

Designated Territory

Once you have secured your Premises, we may award you a Designated Territory within which you will have certain territorial rights.

Your Designated Territory will typically be the geographic area comprised of a radius around the Premises of your franchised Business that is approximately two (2) miles, provided your Premises is located in a rural or suburban area. If your Business is located in an urban area, such as a city, major metropolitan downtown area or similarly situated/populated central business district (a "Central Business District"), then your Designated Territory will typically be the geographical area surrounding the Premises that has a population of around 100,000 people. We may determine the boundaries of a given Designated Territory so that it contains a certain population or subset of population demographics, and we do not guarantee that any Franchised Business will be afforded a certain minimum Designated Territory.

We will determine and designate your Designated Territory as we deem appropriate in our discretion and, regardless of how we demarcate your territory, we do not have a minimum Designated Territory that a new Franchised Business or other Business must be awarded. If we determine to base your Designated Territory on population or other demographics at some point in the future, then we expect and intend that the sources we use to determine the population within your Designated Territory will be supplied by (a) the territory mapping software we determine to license or otherwise use, or (B) publicly available population information (such as data published by the U.S. Census Bureau or other governmental agencies and commercial sources).

The size of your Designated Territory will likely vary in size and shape from the Designated Territory awarded to other System franchisees or Businesses due to various factors, including without limitation, the location and demographics (including market saturation thresholds and competition count) surrounding your Premises. The boundaries of your Designated Territory may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map.

If and when you are granted a Designated Territory, then we will not open or locate, or license any third party the right to open or locate, another Business utilizing the Proprietary Marks and System from a physical location within that Designated Territory, until such time that your Franchise Agreement expires or is terminated (subject to the next paragraph in this Item).

Franchisor does reserve the right to locate a Business at certain "Non-Traditional Sites" even if those sites are located within your Designated Territory and, as such, we must include the following disclosure in this Item:

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

Except as expressly provided in the Franchise Agreement, you will have no right to exclude, control or impose conditions on the location, operation or otherwise of present or future Businesses, using any of the other brands or Marks that we now, or in the future, may offer, and we may operate or license Businesses or distribution channels of any type, licensed, franchised or company-owned, regardless of their location or proximity to the premises and whether or not they provide services similar to those that you offer. You do not have any rights with respect to other and/or related businesses, products and/or services, in which we may be involved, now or in the future.

Solicitation and Related Rights Within and Outside a Business's Designated Territory

While you and other System Businesses will be permitted to have Approved Services provided to potential and existing Clients that visit or otherwise reach out to your Business, you will not be permitted to actively solicit or recruit clients outside your Designated Territory unless we provide our prior written consent. You will not be permitted to advertise and promote your Franchised Business via advertising that is directed at those outside your Designated Territory without our prior written consent, which we will not unreasonably withhold provided (a) the area you wish to advertise in is contiguous to your Designated Territory, and (b) that area has not been granted to any third party in connection with a Business (or Development Agreement) of any kind.

We reserve the right to "occupy" any social media websites/pages and be the sole provider of information regarding the Business on such websites/pages (e.g., a system-wide Facebook® page). At our request, you will promptly modify or remove any online communication pertaining to the Business that does not comply with the Franchise Agreement or the Manual. You are not prohibited from obtaining members over the Internet provided your Internet presence and content comply with the requirements of the Franchise Agreement.

Development Agreement and Designated Marketing Area

If you are granted the right to open three or more Franchised Businesses under our form of Development Agreement, then we will provide you with a Designated Marketing Area upon execution of this agreement.

The size of your Designated Marketing Area will substantially vary from other System developers based on: (i) the number of Franchised Businesses we grant you the right to open and operate; and (ii) the location and demographics of the general area where we mutually agree you will be opening these locations. The boundaries of your Designated Marketing Area may be described in terms of zip codes, streets, landmarks (both natural and man- made) or county lines, or otherwise delineated on a map attached to the Data Sheet.

Each Franchised Business you timely open and commence operating under our then-current form of franchise agreement will be operated: (i) from a distinct site located within the Designated Marketing Area; and (ii) within its own Designated Territory that we will define once the site for that Franchised Business has been approved. We will approve sites for additional Franchised Businesses developed under your Development Agreement using our

then-current site selection criteria.

We will not open or operate, or license a third party the right to own or operate, a Business utilizing the Proprietary Marks and System from a physical location within the Designated Marketing Area until the earlier of: (i) the date we define the Designated Territory of the final Franchised Business you were granted the right to operate under the Development Agreement; or (ii) the expiration or termination of the Development Agreement for any reason.

Upon the occurrence of any one of the events referenced in subparts (i) and (ii) in the preceding paragraph, your territorial rights within the Designated Marketing Area will be terminated, except that each Franchised Business that you have opened and are continuously operating as of the date of such occurrence will continue to enjoy the territorial rights within their respective Designated Territories awarded in connection with those Businesses and agreed to by Franchisor in the applicable and governing form of franchise agreement for each such Business.

You must comply with your development obligations under the Development Agreement, including your Development Schedule, in order to maintain your exclusive rights within the Designated Marketing Area. If you do not comply with your Development Schedule, we may terminate your Development Agreement and any further development rights you have under that agreement. Otherwise, we will not modify the size of your Designated Marketing Area except by mutual written agreement signed by both parties.

Similar to a Designated Territory, we do reserve the right to locate System Businesses under the Marks at or from certain "Non-Traditional Sites" within your Designated Marketing Area and, for this reason, we must provide the following disclosure:

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

Reserved Rights Under Both Franchise Agreement and Development Agreement

We and our affiliates reserve the exclusive right to conduct the following activities under the Franchise Agreement and/or Development Agreement (as appropriate): (i) establish and operate, and license any third party the right to establish and operate, other Businesses and Franchised Businesses using the Marks and System from any physical location outside of your Designated Territory(ies) and, if applicable, Designated Marketing Area; (ii) market, offer and sell products and services that are similar to the products and services offered by the Franchised Business under a different trademark or trademarks at any location, within or outside the Designated Territory(ies) and, if applicable, the Designated Marketing Area; (iii) use the Marks and System, as well as other such marks we designate, to distribute any Approved Products and/or Services in any alternative channel of distribution, within or outside the Designated Territory(ies) and, if applicable, Designated Marketing Area (including the Internet, mail order, catalog sales, toll-free numbers, wholesale stores, etc.), as further described below; (iv) to (a) acquire, merge with, be acquired by, or otherwise affiliate with, any other company, and (b) have us or any successor/acquiring entity own and operate, and franchise or license others to own and operate, any business of any kind, including, without limitation, any business that offers products or services the same as or similar to the Approved Products and Services (but under different marks), within or outside your Designated Territory(ies) and, if applicable, Designated Marketing Area; (v) market, offer and provide the Approved Services directly to personnel in their respective residence, office or other location of choice and not from a Business location, anywhere inside or outside of the Designated Territory; (vii) own and operate System Businesses under the Marks

are or from "Non- Traditional Locations" including, but not limited to, airports, malls, any captive venue that requires a ticket or other membership to access, military bases, academic institutions, hospitals, sports arenas and stadia, train stations, casinos, both within or outside your Designated Territory(ies) and, if applicable, Designated Marketing Area; and (viii) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in your Franchise Agreement and, if applicable, your Development Agreement.

Neither the Franchise Agreement nor Development Agreement grants you any right to engage in any of the activities outlined in the preceding paragraphs under this subheading in Item 12, or to share in any of the proceeds received by us, our affiliates or any third party from these activities, unless we otherwise agree in writing. Further, we have no obligation to provide you any compensation for soliciting or accepting orders (via alternate channels of distribution) within your Designated Territory and, if applicable, Designated Marketing Area.

Internet Sales / Alternative Channels of Commerce

We may sell products and services to clientele located anywhere, even if such products and services are similar to those services/products that System Businesses are authorized to offer and sell from their respective Premises. We may use the Internet or other alternative channels of commerce to sell Franchisor's brand products and services. You may only sell the products and services from your approved Business location, and may only use the internet or alternative channels of commerce to offer or sell the products and services, as permitted by us. We may require you to submit samples of all advertising and promotional materials (and any use of the Marks and/or other forms of commercial identification) for any media, including the Internet, World Wide Web or otherwise.

Additional Required Disclosures

Neither the Franchise Agreement nor the Development Agreement provides you with any right or option to open and operate additional Franchised Businesses (other than as specifically provided for in your Development Agreement if you are granted multi-unit development rights). Regardless, each Franchised Business you are granted the right to open and operate must be governed by its own specific form of Franchise Agreement.

We have not established other franchises or company-owned outlets or another distribution channel offering or selling similar products or services under a different trademark, other than the two (2) Legacy Locations disclosed in Item 1 that still operate under our Former Mark (SPA810). Neither we nor our affiliates have established, nor do we presently intend to establish, other franchised or company-owned businesses that are similar to the Franchised Business and that provide the Approved Products and Services under a different trade name or trademark, but we and our affiliate(s) reserve the right to do so in the future without your consent.

ITEM 13 TRADEMARKS

We grant you a limited, non-exclusive license to use our then-current Marks in connection with the operation of your Franchised Business only at your premises and within your Designated Territory, provided you use these Marks as outlined in your Franchise Agreement and our Manuals. You do not obtain any additional rights to use any of our Marks under any Development Agreement you execute. Our affiliate medspa810 Licensing, LLC ("Trademark Owner") has registered the following Mark on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

MARK	REGISTRATION NUMBER	REGISTRATION DATE
medspa810	6035297	April 14, 2020
medspa810	6069145	June 2, 2020

Our Affiliate has licensed us the indefinite right to use the Marks as well as license franchisees to use the Marks in connection with the franchise system. We will continue to work with Trademark Owner to ensure that it files all affidavits and other documents with the USPTO to maintain the federal registration described above. Trademark Owner entered into a license agreement with us that is effective as of the date we acquired the assets from SPA 810, L.L.C. as part of a bankruptcy-court approved plan of reorganization thereof, and under which we were granted a perpetual, worldwide license to use, and sublicense third parties the right to use, the Marks in connection with the System and medpsa810 franchises (the "License Agreement"). Other than this License Agreement, there are no agreements in effect that significantly limit our right to use, or license the use of, the Marks that are material to the franchise. In the event this License Agreement is terminated, your rights to use the Marks will not be materially altered.

We grant you the right to operate a franchise under the name "medspa810" and logo shown on the cover page of this Disclosure Document. By trademark, we mean trade names, trademarks, service marks, and logotypes used to identify your medspa810 franchise or the products or services sold at your Business. We may change the trademarks you may use from time to time (including by discontinuing use of the Marks listed in this Item 13). If this happens, you must change to the new trademark at your expense, and any reference to "medspa810" in this Disclosure Document shall be understood to refer to the new trademark.

You may not use all or any portion of our Marks as part of your company name and, without our prior written consent, as part of your trade name or "d/b/a". You may not modify the Marks with words, designs or symbols, except those that we license to you. You may not use our Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. During the term of the Franchise Agreement and continuing after the expiration or termination of the Franchise Agreement, neither you nor any of your managers will, directly or indirectly, contest, challenge or assist in the contesting or challenging of, our right, title, ownership, or interest in our Marks, trade secrets, methods, procedures, and advertising techniques that are part of our franchise System, or contest our sole right to register, use, or license others to use, our Marks, trade secrets, methods, procedures, advertising techniques, and any other mark or name that incorporates the term "medspa810" or any similar phrase.

You must immediately notify us, in writing, if you become aware of any unauthorized use of our Marks or other proprietary information, and you must permit us to participate in any litigation involving you and our Marks. We will take the action we think appropriate. We will indemnify, defend and hold you harmless in connection with any third-party claims that are brought against you that arise solely out of your authorized use of any Marks in the manner we prescribe, provided you immediately notify us of the proceeding (within 3 days) and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel, unless we approve of your use of such counsel in writing prior to you engaging counsel. We will not reimburse you for disputes where we challenge your use of our Marks. Our indemnification obligation will only apply if you notify us of the claim or proceeding in a timely manner and you are in full compliance with the Franchise Agreement and Manual.

Except as disclosed above, we are not required under the Franchise Agreement to: (i) protect your right to use the Marks or protect you against claims of infringement or unfair competition arising out of your use of the Marks; or (ii) participate in your defense or indemnify you for expenses or damages you incur if you are a party to an administrative or judicial proceeding involving our marks or if the proceeding is resolved in a manner that is unfavorable to you.

There are no currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; no pending infringements, oppositions or cancellations; and no pending material litigation involving any of the Marks. We do not know of any infringing uses that could materially affect your use of the Marks. There are no agreements that materially affect our right to use or license the Marks.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

You do not receive the right to use any item covered by a patent or copyright, but you can use the proprietary information in the Manual. The Manuals are described in Item 11. Item 11 also describes the limitations on the use of the Manual by you and your employees.

We have no registered copyrights, nor are there any pending patent applications that are material to the franchise. However, we claim copyrights on certain forms, advertisements, promotional materials, software source code and other Confidential Information as defined below.

To our knowledge, there currently are no effective determinations of the U.S. Copyright Office or any court regarding any of the copyrighted materials. There are no agreements in effect which significantly limit our right to use or license the copyrighted materials. Finally, there are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state. No agreement requires us to protect or defend any copyrights or you in connection with any copyrights.

We may revise our System and any of our copyrighted materials in our discretion, and may require that you cease using any outdated copyrighted material. You will be responsible for printing any revised or new advertising, marketing or other business materials.

In general, our proprietary information includes “Confidential Information” as defined in our current Franchise

Agreement, some of which is contained in our Manual, and includes, among other things, all information (current and future) relating to the operation of the Center or the System, including, among other things, all: (i) manuals, training, techniques, processes, policies, procedures, systems, data and know how regarding the development, marketing, operation and franchising of the Centers; (ii) designs, specifications and information about products and services and (iii) all information regarding members and suppliers, including any statistical and/or financial information and all lists. We disclose to you Confidential Information needed for the operation of a Center, and you may learn additional information during the term of your franchise. We have all rights to the Confidential Information and your only interest in the Confidential Information is the right to use it under your Franchise Agreement.

Both during and after the term of your Franchise Agreement, you must use the Confidential Information only for the operation of your Center under a Franchise Agreement with us; maintain the confidentiality of the Confidential Information; not make or distribute, or permit to be made or distributed, any unauthorized copies of any portion of the Confidential Information; and (iii) follow all prescribed procedures for prevention of unauthorized use or disclosure of the Confidential Information.

We have the right to use and authorize others to use all ideas, techniques, methods and processes relating to the Center that you or your employees conceive or develop. You also agree to fully and promptly disclose all ideas, techniques and other similar information relating to the franchise business that are conceived or developed by you and/or your employees. We will have a perpetual right to use, as well as authorize others to use, those ideas and related work product without compensation or other obligations.

We and/or our affiliates/principals have developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a Franchised Business. We will provide our trade secrets and other confidential information to you during training, the Manuals, and as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your Franchised Business. You may only divulge trade secrets and/or other confidential information to employees who must have access to it to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to trade secrets or other confidential information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non- Competition Agreement attached to the Franchise Agreement. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques or materials concerning the franchised business and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or personnel, must be promptly disclosed to us and will be deemed our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed without additional compensation to you. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Manuals, trade secrets or any other Confidential Information – all of which you must acknowledge are owned by us (subject to applicable laws) – in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement.

You are required to maintain the confidentiality of all of our proprietary information and use it only in strict accordance with the terms of the Franchise Agreement and the Manual. You must promptly tell us when you learn about unauthorized use of our proprietary information. We are not obligated to act, but will respond to this information as we deem appropriate. You are not permitted to control any proceeding or litigation alleging the unauthorized use of any of our proprietary information. We have no obligation to indemnify you for any expenses or damages arising from any proceeding or litigation involving our proprietary information. There are no infringements that are known by us at this time.

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

The Franchise Agreement requires that you designate an owner who will be primarily responsible for the daily on-premises management and supervision of the Business (the "Managing Owner"). We must approve the owner that you appoint to serve as the Managing Owner. The Managing Owner must dedicate his or her full-time efforts to your Business unless you delegate management functions to a manager. Any new Managing Owner must successfully complete the initial training program before becoming involved with the supervision, management or operation of the Business. The Managing Owner must also complete any mandatory refresher or advanced training courses that we require.

You may hire a medspa manager to assume responsibility for the daily on-site management and supervision of your Business, but only if: (i) the manager successfully completes the initial training program (and you pay us the associated training fee); (ii) the manager signs a Brand Protection Agreement, the form of which is attached to the Franchise Agreement as ATTACHMENT "F"; and (iii) the Managing Owner agrees to assume responsibility for the supervision and operation of your Business if the manager is unable to perform his or her duties due to death, disability, termination of employment, or for any other reason, until such time that you obtain a suitable replacement manager. We may, but typically do not, require that the manager own an equity interest in the franchise.

If you are not a licensed medical professional, you must hire or engage the services of a medical director who will oversee the medical aspects of your medspa. However, the medical director may not be required to actually perform any medical services at your medspa (subject to applicable state law). In most cases, we anticipate a medical director will need to be readily available via telephone or other electronic means, to be able to be physically present at the medspa if necessary, and, in some states, to make supervisory or evaluative visits on a weekly or monthly basis However, the required commitment may increase significantly depending on the health care laws applicable in the state in which the medspa is located. Your medical director must: (i) be approved by our medical director as meeting the minimum qualifications for prior medical experience; (ii) hold a valid active medical license in your state and be in good standing; (iii) sign a Brand Protection Agreement. We do not require that your medical director hold an equity interest in the franchise. However, if the laws in your state require you to operate a Management Business, the medical director may be required to own the professional entity that contracts with you under the Management Agreement.

If required by state law (as described in Item 1) you must sign and maintain during the term of your Franchise Agreement a Management Agreement with a professional corporation (or similar entity). A sample Management Agreement is attached to the Franchise Agreement as Attachment H. You must obtain our written consent to use your Management Agreement. We strongly recommend that you engage an attorney familiar with applicable law to assist in reviewing, negotiating, and preparing your final form of Management Agreement.

We must approve the professional corporation candidate prior to execution of the Management Agreement. All physicians that are owners of the professional corporation must satisfactorily complete all state and local government requirement training and must meet all required licensing requirements.

The professional corporation will employ the physicians licensed to provide all applicable medical services. You, as the franchisee, may not provide any actual medical service, nor will you supervise, direct, control or suggest to, the professional corporation or its physicians or employees the manner in which the professional corporation provides or may provide medical care to its patients. You must ensure that the professional corporation offers all required services in accordance with the Management Agreement and the System and does not offer any services or products that we have not authorized to be provided in connection with a medspa.

All of your employees and other agents or representatives who may have access to our confidential information must sign a Confidentiality Agreement, the current form of which is attached to the Franchise Agreement as ATTACHMENT "G". If you are an entity, each owner (i.e., each person holding an ownership interest in you) and the spouse of each owner must sign a personal guarantee, the form of which is attached to the Franchise Agreement as ATTACHMENT "D".

It is important to note that we are not your employer and that you will have the right to control all decisions related to recruiting, hiring or firing any personnel, including any employees or other specialized/licensed personnel that must be independently licensed to perform certain of the medical services at your Franchised Business. Please note that nothing in this Disclosure Document or any agreement you enter into with us will create any type of employer or joint employer relationship between (a) you and/or your personnel, and (b) us.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We must approve all goods and services that you sell as part of your Business. You must offer all goods and services that we require. You may not sell any goods or services that we have disapproved. We have the unrestricted right to change the goods and/or services that you are required to sell as part of your Business at any time in our sole discretion, and you must comply with any such change. We may supplement, revise and/or modify our approved products and services as we deem appropriate from time to time, as well as our System standards and specifications associated with the provision of these products/services. These changes will be outlined in our Manual or otherwise in writing, and there are no contractual limitations on our right to make these types of changes.

If we discontinue any approved product or service offered by the Franchised Business, then you must cease offering or selling such product/service within a reasonable time, unless such product/service represents a health or safety hazard (in which case you must immediately comply upon receipt of notice from us). You may not use the Premises of your Franchised Business for any other business purpose other than the operation of your Franchised Business.

To the extent permitted by applicable law, we may set maximum or minimum prices on the goods and services you offer or prescribe certain mandatory minimum advertised prices. You must offer and sell Memberships as we require. You must comply with our System standards regarding Memberships. All Memberships must be evidenced by a Membership Agreement and may not be for a term that extends beyond the expiration of your Franchise Agreement. We may provide you a template form of Membership Agreement, and if we do so, you will use the template form of Membership Agreement that we provide to you, and you will not make any modifications to said form, except as required to ensure compliance with all applicable laws for your Franchised Business, without our prior written consent. You are responsible for ensuring that the Membership Agreements and your offer of Memberships comply with all applicable laws for your Franchised Business. We and our affiliates own all information relating to clients and members of your Franchised Business.

You must offer our gift cards and participate in our designated gift card program in your Franchised Business (if and when established), and you must purchase your cards from our approved supplier. You are also required to honor any gift cards for payment of services at your Franchised Business, even if the gift card was purchased at another Medspa810 location. You must participate in a gift card or other customer loyalty program in accordance with our policies and procedures, which we reserve the right to change from time-to-time. In order to participate, you may be required to purchase additional equipment and pay any fees relating to the use of that equipment. If we establish a gift card, membership or loyalty program, we have the right to determine how the amount of the gift cards, membership fees or loyalty cards will be divided or otherwise accounted for, and we reserve the right to retain the amount of any unredeemed gift cards.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN FRANCHISE AGREEMENT**	**SUMMARY**
a. Length of the franchise term	Section 4.1	Term is equal to 10 years.
b. Renewal or extension of the term	Section 4.1 & 4.2	If you meet our conditions for renewal, you may be permitted to enter into two (2) consecutive successor franchise agreement. Each renewal term will be five (5) years, for a total maximum term of 20 years.
c. Requirements for you to renew or extend	Section 4.1 & 4.2	You must: not be in default; not have received 2 or more default notices in prior 24 month period; give us timely notice; sign our then-current form of franchise agreement and related documents (e.g., Personal Guarantee, Brand Protection Agreement, etc.); sign a general release; pay the renewal fee; remodel or upgrade your premises to comply with our then-current standards and specifications; and maintain possession of your facility under your lease. If you renew, you may be required to sign a contract with materially different terms and conditions than the original contract.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN FRANCHISE AGREEMENT**	**SUMMARY**
d. Termination by you	Not applicable	Not applicable
e. Termination by us without cause	Section 21.3	We can terminate without cause if you and we mutually agree to terminate.
f. Termination by us with cause	Section 21.1 & 21.2	We can terminate if you default.
g. "Cause" defined - curable defaults	Section 21.1 & 21.2	You have 10 days to cure any monetary default. You have 30 days to cure any other default (other than defaults described below under "non-curable defaults").
h. "Cause" defined - non-curable defaults	Section 21.1	The following defaults cannot be cured: failure to successfully complete training; failure to secure lease or open in timely manner; insolvency, bankruptcy or seizure of assets; abandonment of franchise; failure to maintain required license or permit; conviction of certain types of crimes or subject of certain administrative actions; failure to comply with material law; commission of act that may adversely affect reputation of System or Marks; health or safety hazards; material misrepresentations; 2nd underreporting of any amount due by at least 2%; unauthorized transfers; unauthorized use of our intellectual property; violation of brand protection covenant; breach of Personal Guarantee by owner or spouse; termination of your lease due to your default; or termination of any other agreement between you and us or an affiliate due to your default.
i. Your obligations on termination/non-renewal	Section 22.1	Obligations include: complete deidentification; cease use of intellectual property; return of Manual and all branded materials; assignment of telephone numbers, listings and domain names; assignment of customer information, contracts and accounts; cancellation of fictitious names; and payment of amounts due (also see "r", below).
j. Assignment of contract by us	Section 20.1	No restriction on our right to assign.
k. "Transfer" by you – definition	Section 20.2 & Attachment A (definition of "Transfer")	Includes transfer of contract or assets, or ownership change.
l. Our approval of transfer by you	Section 20.2, 20.3 & Attachment A (definition of "Permitted Transfer")	If certain conditions are met, you may transfer to a newly-formed entity owned by you without our approval and your owners may transfer ownership interests amongst themselves (unless the transfer results in the Managing Owner no longer holding any ownership interest in the franchise). We have the right to approve all other transfers but will not unreasonably withhold approval.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN FRANCHISE AGREEMENT**	**SUMMARY**
m. Conditions for our approval of transfer	Section 20.2	Transferee must: meet our qualifications; successfully complete training (or commit to do so); obtain all required licenses and permits; and sign a new franchise agreement for the remainder of the term (or at our option, take assignment of existing franchise agreement). You must: be in compliance with Franchise Agreement; assign your lease, if applicable; remodel the medspa to current standards (or get a commitment from transferee to do so); pay us the transfer fee; and sign a general release. We must notify you that we do not intend to exercise our right of first refusal.
n. Our right of first refusal to acquire your business	Section 20.5	We have the right to match any bona fide, arms-length offer for your Business.
o. Our option to purchase your business	Section 22.2	We have the option to purchase your Business at the expiration or termination of the Franchise Agreement.
p. Your death or disability	Section 20.4	Within 180 days, franchise must be assigned by estate to an assignee in compliance with conditions for other transfers. We may designate manager to operate the Business prior to transfer.
q. Non-competition covenants during the term of the franchise	Section 15.2 & 15.3	Neither you, your principals, guarantors, owners or managers, nor any immediate family member of you, your principals, guarantors, owners or managers, may: (i) own, operate, or otherwise be involved with, Competing Business (as defined in the Franchise Agreement); or (ii) divert, or attempt to divert, any prospective customer to a Competing Business (subject to state law).

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN FRANCHISE AGREEMENT**	**SUMMARY**
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2, 15.4 & 22.1	For a period of two (2) years after the termination/expiration/transfer of your Franchise Agreement, neither you, your principals, guarantors, owners, managers, nor any immediate family member of you, your principals, guarantors, owners, or managers, may own, operate or otherwise be involved with any business that competes with us and is involved in the licensing or franchising, or establishing of joint ventures for the operation, of any Competing Business. For a period of two (2) years after the termination/expiration/transfer of your Franchise Agreement, neither you, your principals, guarantors, owners, Designated Managers, nor any immediate family member of you, your principals, guarantors, owners, Designated Managers, may own, operate or otherwise be involved with and Competing Business: (i) at the Premises or within your Designated Territory; (ii) within a 15-mile radius of (a) the Designated Territory or (b) any other medspa810 business that is open, under lease or otherwise under development as of the date the Franchise Agreement expires or is terminated . During this two-year period, these parties are also prohibited from: (i) soliciting business from customers of your former Franchised Business; or (ii) contacting any of our suppliers/vendors for a competitive business purpose (subject to state law).
s. Modification of the agreement	Section 25.4 & 25.9	Requires writing signed by both parties (except for unilateral changes to Manual or unilateral reduction of scope of restrictive covenants by us). Other modifications primarily to comply with various states laws.
t. Integration/merger clause	Section 25.9	Only the terms of the Franchise Agreement and attachments to Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN FRANCHISE AGREEMENT**	**SUMMARY**
u. Dispute resolution by arbitration or mediation	Section 23	You must first submit all dispute and controversies arising under the Franchise Agreement to our management and make every effort to resolve the dispute internally. At our option, all claims or disputes arising out of the Franchise Agreement must be submitted to non-binding mediation, which will take place at Princeton, New Jersey. You must notify us of any potential disputes and we will provide you with notice as to whether we wish to mediate the matter or not. If the matter is mediated, the parties will split the mediator's fees and bear all of their other respective costs of the mediation (subject to state law).
v. Choice of forum	Section 23	Subject to the mediation provisions in the Franchise Agreement, all claims and causes of action arising out of the Franchise Agreement must be brought in the state court of general jurisdiction that is closest to our then-current headquarters or, if appropriate, the United States District Court for the District of New Jersey (subject to state law).
w. Choice of law	Section 25.1	The Franchise Agreement is governed by the laws of the state of New Jersey, without reference to this state's conflict of laws principles (subject to state law).

B. Development Agreement

	Provision	Section in Development Agreement	Summary
a.	Term of franchise	6.1	The Development Agreement will commence on the date it is fully executed and end on the earlier of (a) the last day of the calendar month that the final Franchised Business is required to be opened and operating under the Development Schedule or (b) the day that the final Franchised Business is opened.
b.	Renewal or extension of the term	Not Applicable	Not Applicable.
c.	Requirements for you to renew or extend	Not Applicable	Not Applicable.
d.	Termination by you	Not Applicable	Not Applicable.
e.	Termination by us without cause	Not Applicable	Not Applicable.
f.	Termination by us with cause	6.2	We may terminate your Development Agreement with cause.
g.	Cause defined - default which can be cured	Not Applicable	Not Applicable.

	Provision	Section in Development Agreement	Summary
h.	Cause defined - default which cannot be cured	6.2	Your Development Agreement can be terminated by us if: (i) you cease to actively engage in development activities in the Designated Marketing Area or otherwise abandon your development business for three (3) consecutive months, or any shorter period that indicates an intent by you to discontinue development of the Franchised Businesses within the Designated Marketing Area; (ii) you become insolvent or are adjudicated bankrupt, or if any action is taken by Franchisee, or by others against you, under any insolvency, bankruptcy or reorganization act, or if you make an assignment for the benefit or creditors or a receiver is appointed by you; (iii) you fail to meet your development obligations under the Development Schedule for any single Development Period, and fail to cure such default within 30 days of receiving notice thereof; and (iv) any Franchise Agreement that is entered into in order to fulfill your development obligations under the Development Agreement is terminated or subject to termination by us, pursuant to the terms of that Franchise Agreement.
i.	Your obligations on termination/ non-renewal	Not Applicable	Not Applicable.
j.	Assignment of contract by us	8	We have the right to assign our rights under the Development Agreement.
k.	"Transfer" by you - definition	8	Any transfer in you (if you are an entity) or your rights/obligations under the Development Agreement.
l.	Our approval of transfer by franchisee	8	You may not transfer any rights or obligations under the Development Agreement without our prior written consent.
m.	Conditions for our approval of 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	Not Applicable	Not Applicable.
q.	Non-competition covenants during the term of the franchise	Not Applicable	Nothing additional. Please see non-competition covenants set forth in your Franchise Agreement(s) entered into under the Development Agreement.
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	Please see the non-competition covenants stated in your Franchise Agreement(s) entered into under the Development Agreement. If the Development Agreement is terminated prior to its natural expiration, then the geographic scope of the post-term non-competition covenants will also include the Designated Market Area, and a ten (10) mile radius around the perimeter of the Designated Market Area.
s.	Modification of the Franchise Agreement	27	Any modification of the Development Agreement must be in writing and signed by both parties.
t.	Integration/ merger clauses	27	Only the terms of the Development Agreement are binding (subject to state law). Any representations or promises made outside of the disclosure document and the Development Agreement may not be enforceable.

	Provision	Section in Development Agreement	Summary
u.	Dispute resolution by mediation	13	At our option, all claims or disputes between you and us must be submitted first to mediation in Princeton, New Jersey in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect and if mediation is not successful, then by litigation (subject to state law).
v.	Choice of forum	15	Subject to Sections 13 and 14 of the Development Agreement, all claims must be brought before the court of general jurisdiction nearest to Princeton, New Jersey, or the United States District Court for the District of New Jersey. You consent to the personal jurisdiction and venue of these courts (subject to state law).
w.	Choice of law	9	The Development Agreement is governed by the laws of the New Jersey (subject to state law).

ITEM 18 PUBLIC FIGURES

We do not use any public figures to promote our franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in the Disclosure Document may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

BACKGROUND

This Item 19 discloses the historical performance of our two (2) Franchised Businesses that were open and operating over the entirety of the 11-month period ending November 30, 2021 (the "Measurement Period") under our current Mark MEDSPA810. These two (2) Franchised Businesses are operated in a substantially similar manner to the franchise being offered in this Disclosure Document. This Item 19 excludes our two (2) Legacy Locations because they are (a) still operating under our Former Mark SPA810, and (b) as such, are not considered "substantially similar" the franchise being offered in this Disclosure Document under the federal Rule.

Part I of this Item discloses the Gross Revenues generated, as well as certain operating costs and expenses incurred, by one (1) of these Franchised Businesses that (a) is owned, in part, by one (1) of our principals, and (b) agreed to report this level of detail for the Measurement Period so we could include the same in this Item 19 ("Franchised Business No. 1").

Please note that Franchised Business No. 1 commenced operations under the SPA810 mark back in 2015, and subsequently transitioned to operations under our current Mark MEDSPA810 in 2019.

We did not receive the necessary reporting from the franchisee owner of the other Franchised Business disclosed in this Item ("Franchised Business No. 2") and, as such, this location is excluded from Part I of this Item.

In Part II of this Item, we disclose the total Gross Revenues generated by (a) Franchised Business No. 1 over the entirety of the 2021 calendar year of operations (12 months total), and (b) Franchised Business No. 1 over the 11-month period of operations ending November 30, 2021 (which is the same Measurement Period used in Part I of this Item). Please note that the owner of Franchised Business No. 2 did not provide us with its report regarding Gross Revenues figure for month of December 2021 operations as of the Issue Date, which is why we used an 11-month measurement period for that Business.

The information in Part II is based on the Gross Revenues reports that the owner of each of these Franchised Businesses reported to us. Please note that Franchised Business No. 2 commenced operations under the SPA810 mark in 2017 and transitioned to operations under our current Mark MEDSPA810 as of May 2020.

Some System Businesses operating under the Marks have sold the amounts disclosed in the Charts above. Your individual results may differ. There is no assurance that you'll sell as much.

Written substantiation for this financial performance representation will be made available to you upon your reasonable written request.

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THE REMAINDER OF THE ITEM 19 DISCLOSURES CONTINUES ON THE FOLLOWING PAGE

PART I: GROSS REVENUES GENERATED, AS WELL AS COGS, LABOR, RENT AND CERTAIN OTHER OPERATING COSTS/EXPENSES INCURRED, BY FRANCHISED BUSINESS NO. 1 OVER THE 11-MONTH MEASUREMENT PERIOD

	Amount Over 11-Month Measurement Period
Total Gross Revenues[1]	**$1,964,330.04**
Cost of Goods and/or Sales (COGs)	
Merchant Account Fee	$50,325.28
Product Purchases (Inventory)[2]	$308,467.48
Labor and Other Personnel Cost3 (Not Owner/Officer Compensation)	$685,107.56
Lease-Related Costs[4]	$132,529.59
Certain Other Operating Costs and Expenses	
Insurance[5]	$50,920.58
Contract Labor	$9,905.30
Repairs and Maintenance[6]	$8,114.83
Utilities	$15,112.57
Office-Related Expenses	$49,066.81
Operating Equipment/Supplies (Adjusted to Account for Income Generated from Sale of Former/Replaced Equipment)[7]	$48,643.38
Advertising and Promotion[8]	$40,929.04
Computer, Required Software, Internet	$7,865.82
Professional Fees	$6,717.50
Royalty Fees and Fund Contributions (Adjusted/Estimated, as applicable)	
Adjusted Royalty Fees (based on current form of Franchise Agreement)[9]	$117,859.80
Estimated Fund Contributions (based on current form of FA)[10]	$19,464.70
Total Gross Revenues Less COGs, Labor, Rent, Certain Other Operating Costs/Expenses and Estimated Fees Disclosed Above[11]	**$413,299.80**

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Explanatory Notes to Part I of this Item

1. "Gross Revenues" includes all revenues generate from all business conducted at or from the Outlet over the 11-month Measurement Period, including, without limitation, those amounts received from (a) the provision of all services, and (b) the sale of products, merchandise, and other tangible property of any nature whatsoever, whether in cash or for credit, which the Franchised Business has actually collected from customers (each, a "Completed Sale"). "Gross Revenues" does not include the amount of any applicable sales tax imposed by any federal, state, municipal or other governmental authority if such taxes are stated separately when the customer is charged and you pay such amounts as and when due to the appropriate taxing authority. Also excluded from Gross Sales are the amount of any documented refunds, chargebacks, credits and allowances given to customers in good faith pursuant to our standard procedures for issuing such refunds.

2. "Product Purchases" means the amount incurred in the Franchised Business operations over the Measurement Period on Approved Products, other inventory and supplies necessary to perform the Approved Services.

3. "Labor" includes only those amounts paid to administrative and other personnel of the Franchised Business personnel not actively involved in administering the Approved Services to customers over the Measurement Period. This amount includes any wages, payroll taxes, benefits, training and recruiting costs, and other employee related expenses. Expressly excluded from this item is any salary or draw for the (a) owner of the Franchised Business, and (b) any officer(s) of the Franchised Business.

4. "Lease-Related Costs" includes all expenses required to occupy the Outlet, including base gross rent, net real estate taxes paid to landlord, net building insurance paid to landlord and net common area maintenance paid to the landlord, over the Measurement Period. This amount also includes any rental payments and other costs related to any rented equipment used in connection with the franchised business. It does not include or account for any other amounts incurred in connection with the Premises.

5. "Insurance" includes the costs that Franchised Business No. 1 incurred over the Measurement Period in connection with insurance premiums for the required insurance coverages that must be maintained under the applicable laws of where that Franchised Business is located pursuant to the governing form of franchise agreement.

6. "Repairs and Maintenance" means the amounts that were incurred in connection with ongoing repairs associated with the Franchised Business operations, including the Premises and/or any equipment used to provide the Approved Services.

7. "Operating Equipment and Supplies" is calculated by (a) taking the total amount that the owner of Franchised Business No. 1 reported to us that was incurred in connection with replacing System-required equipment and/or replenishing other Required Items related to the operation of the Franchised Business, and (ii) deducting the $35,000 that Franchisee reported to us as "Additional Income" that was generated from the sale of former/prior equipment that was replaced at some point during the Measurement Period. Please note that this $35,000 was credited against the total amount that Franchised Business No. 1 reported as "Operating Supplies/Equipment" in its reporting submitted to Franchisor (which was $83,643.38) given those amounts were expended, in part, to replace the equipment that the owner of Franchised Business No. 1 sold for $35,000 during the Measurement Period.

8. “Advertising and Marketing” includes amounts expended by Franchised Business No. 1 on the production and execution of advertising and marketing activities over the Measurement Period. This includes both conventional and digital marketing expenses, including fees paid to agencies, the cost of marketing collateral, printed materials and any other related expenses. Please note that “Marketing Expenses” does not account for the Initial Marketing Spend that System franchisees will be required to expend because this Franchised Business was already open and operating for some time as of the commencement of the Measurement Period.

9. “Adjusted Royalty Fees” for Franchised Business No. 1 was calculated based on the Royalty Fees that new System franchisees will be required to pay to us under our current form of Franchise Agreement attached to this Disclosure Document, namely, an amount equal to seven percent (7%) of the Gross Revenues generated by that Franchised Business over the 11-month Measurement Period.

10. “Estimated Fund Contributions” for Franchised Business No. 1 was calculated based on the Fund Contribution that System franchisees will be required to pay to us under our current form of Franchise Agreement attached

11. “Total Gross Revenue Less COGs, Labor, Rent and Certain Other Operating Costs and Expenses” was calculated by taking Gross Revenues less Product Purchases, Labor, Rent, Adjusted Royalty Fees, Estimated Fund Contributions, as well as the other operating costs and expenses disclosed in the Chart above, over the 11-month Measurement Period.

The Disclosed Expenses only discloses and accounts for the specific operating costs and expenses that were reported in connection with the operation of Franchised Business No. 1 over the Measurement Period and that are disclosed in the Part I Chart above. It does not include any operating costs or expenses that are not specifically defined in Part I.

PART II: GROSS REVENUES RERPORTED BY EACH FRANCHISED BUSINESS AS OF ISSUE DATE FOR APPLICABLE 2021 PERIOD DISCLOSED BELOW

	Gross Revenues Reported	**Applicable Measurement Period**
Franchised Business No. 1	$2,011,322	Entire 12-Month Period Comprising the 2021 Calendar Year of Operations
Franchised Business No. 2	$458.434	11-Month Period of Operations Ending November 30, 2021 (Same Measurement Period as Part I)

General Notes to this Item 19

The financial performance data is based on the actual historical results from the franchised outlets listed above. Except for the specific items identified in footnotes 2 through 8 above, the figures in this Item do not reflect any other operating expenses associated with the operation of the Outlets during the measuring periods (which would otherwise be necessary to obtain net income or profit figures).

Accordingly, the information listed above does not include all costs or expenses incurred by a given Disclosed Business. The source of this data is the Gross Revenues reports generated for each outlet through the POS system, as well as survey responses provided by the Outlets. We have not independently audited or verified this information. You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchised Business.

We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a Franchised Business.

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 Mr. Greg Longe, 47 Hulfish Street, Suite 305, Princeton, NJ 08542, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY FOR YEARS 2018 TO 2020				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2018	20	14	-6
	2019	14	5	-9
	2020	5	4	-1
Company-Owned	2018	1	0	-1
	2019	0	0	0
	2020	0	0	0
Total Outlets	**2018**	**21**	**14**	**-7**
	2019	**14**	**5**	**-9**
	2020	**5**	**4**	**-1**

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2018 TO 2020		
State	**Year**	**Number of Transfers**
Georgia	2018	1
	2019	0
	2020	0
Texas	2018	1
	2019	0
	2020	0
Total	2018	2
	2019	0
	2020	0

TABLE 3 - STATUS OF FRANCHISED OUTLETS FOR YEARS 2018 TO 2020								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Termin-ations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations - Other Reasons**	**Outlets at End of Year**
Arizona	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Arkansas	2018	1	0	1	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Colorado	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
Florida	2018	3	0	1	0	0	0	2
	2019	2	0	0	0	0	2	0
	2020	0	0	0	0	0	0	0
Georgia	2018	2	0	1	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	1	0	0	0	0
Iowa	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0

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Kentucky	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Minnesota	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	2	0
	2020	0	0	0	0	0	0	0
Nevada	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	1	0
	2020	0	0	0	0	0	0	0
New Jersey	2018	1	0	1	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Oklahoma	2018	1	0	0	0	0	1	0
	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
Texas	2018	4	0	1	0	0	1	2
	2019	2	0	0	0	0	2	0
	2020	0	0	0	0	0	0	0
Totals	**2018**	**20**	**1**	**5**	**0**	**0**	**2**	**14**
	2019	**14**	**0**	**0**	**0**	**0**	**9**	**5**
	2020	**5**	**0**	**1**	**0**	**0**	**0**	**4**

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2018 TO 2020

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arkansas	2018	1	0	0	1	0	0
	2019	0	0	0	0	0	0
	2020	0	0	0	0	0	0
Totals	**2018**	**1**	**0**	**0**	**1**	**0**	**0**
	2019	**0**	**0**	**0**	**0**	**0**	**0**
	2020	**0**	**0**	**0**	**0**	**0**	**0**

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TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2020			
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**
Michigan	0	1	0
Ohio	0	1	0
Total	**0**	**2**	**0**

Notes to Tables:

1. Our fiscal year ends on December 31st. All references to years in these tables refer to December 31 of that year. The outlets listed in Table 1 through Table 4 only refer to outlets that are open on the relevant date.

2. The transfers listed in Table 2 only refer to outlets that were transferred after opening from one System franchisee to another System franchisee (whether existing or new to our franchisee network).

3. The transactions listed in Table 3 only refer to franchisees that left the system after opening their outlet.

A list of all current System franchisees is attached to this Disclosure Document as Exhibit F (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 2020.

In addition, Exhibit F (Part B) lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

In the last three (3) fiscal years, some franchisees have signed confidentiality agreements with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

As of the Issue Date, there are no (i) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed or (ii) independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Our audited financial statements as of December 31, 2019 and December 31, 2020, as well as our (a) unaudited balance sheet as of October 31, 2021, and (b) unaudited profit and loss statement for the interim period beginning January 1, 2021 and ending October 31, 2021, are attached to this Disclosure Document as Exhibit G. Because we have not been in existence for 3 years, we cannot provide all of the financial statements required by the FTC franchise disclosure guidelines. Our fiscal year end is December 31.

ITEM 22 CONTRACTS

Attached to this Disclosure Document are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibit C Franchise Agreement and related "Attachments"
Exhibit D Area Development Agreement and related "Attachments"
Exhibit H Franchisee Disclosure Questionnaire
Exhibit I General Release (Sample Form)
Exhibit K State Specific Addenda to the Franchise Agreement and/or Development Agreement

ITEM 23 RECEIPTS

A receipt in duplicate is attached to this Disclosure Document as Exhibit L. You should sign both copies of the receipt. Keep one copy for your own records and return the other sign copy to us at medspa810 Franchising, LLC, 47 Hulfish Street, Suite 305, Princeton, New Jersey 08542.

EXHIBIT "A"

TO DISCLOSURE DOCUMENT

STATE AGENCIES AND ADMINISTRATORS

CALIFORNIA
Commissioner of Department of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
1-866-275-2677

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

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

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

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

MICHIGAN
Franchise Administrator
Consumer Protection Division
670 Law Building
Lansing, MI 48913
(517) 373-7117

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

NEW YORK
New York Attorney General
Investor Protection & Securities Bureau
Franchise Section
120 Broadway, 23rd Floor
New York, NY 10271
(212) 416-8236

NORTH DAKOTA
North Dakota Securities Department
State Capitol, Fifth Floor, Dept 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-4712

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

SOUTH DAKOTA
Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-4823

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1st Floor (service of process)
9th Floor (administrator)
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760
Mailing Address:
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507
(360) 902-8760

WISCONSIN
Department of Financial Institutions
Division of Securities
201 W Washington Avenue, Suite 500
Madison, WI 53703
(608) 261-9555

EXHIBIT "B"

TO DISCLOSURE DOCUMENT

FRANCHISOR'S AGENTS FOR SERVICE OF PROCESS

California Commissioner of the Department of
Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

Commissioner of the Department of Financial
Protection and Innovation
One Sansome St., #600
San Francisco, California 94104

Commissioner of the Department of Financial
Protection and Innovation
2101 Arena Blvd.
Sacramento, CA 95834

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

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, IN 46204

Maryland Securities Commissioner
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202-2020

Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
P.O. Box 30054, 6546 Mercantile Way
Lansing, MI 48909

Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101-2198

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

North Dakota Securities Commissioner
State Capitol – 5th Floor
600 E. Boulevard Avenue
Bismarck, ND 58505

Director, Department of Business Regulation
Division of Securities
Suite 232
233 Richmond Street
Providence, RI 02903-4232

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

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

Director, Department of Financial Institutions
Securities Division
150 Israel Road, Southwest
Olympia, WA 98501

Wisconsin Commissioner of Securities
345 West Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

EXHIBIT "C"

TO DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

[See Attached]

MEDSPA810 FRANCHISE AGREEMENT

FRANCHISEE: _____
DATE: _____

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ATTACHMENTS

ATTACHMENT "A"	Definitions
ATTACHMENT "B"	Site Selection and Designated Territory
ATTACHMENT "C"	Lease Addendum
ATTACHMENT "D"	Personal Guarantee
ATTACHMENT "E"	ACH Authorization Form
ATTACHMENT "F"	Brand Protection Agreement
ATTACHMENT "G"	Confidentiality Agreement
ATTACHMENT “H”	Management Agreement

MEDSPA810 FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is entered into as of _____, 20__ (the "Effective Date") between medspa810 Franchising, LLC, a Delaware limited liability company ("we" or "us") and _____, a(n) _____ ("you").

1. DEFINITIONS. Capitalized terms used in this Agreement are defined either in the body of this Agreement or in ATTACHMENT "A". For capitalized terms that are defined in the body of this Agreement, ATTACHMENT "A" lists the Sections of this Agreement in which such terms are defined.

2. GRANT OF FRANCHISE. We hereby grant you a license to own and operate a business (your "Business") using our Intellectual Property from a single location that we approve. As a System franchisee, you will establish and operate a Business that offers neuro-toxin, filler and PRP injections, clinical skincare services, cosmetic energy-based skin revitalization procedures, laser hair reduction, non-invasive body contouring procedures, and other minimally to non-invasive cosmetic procedures and massage services to the general public, and sells related products and services under our then-current Marks (as defined in this Agreement). If you are not licensed to offer medical products or services in compliance with the laws of your state, you will operate a Management Business as further described in Section 8.5. We reserve all rights not expressly granted to you.

3. TERRITORIAL RIGHTS AND LIMITATIONS. We will grant you a protected territory consisting of the geographic area identified in ATTACHMENT "B" (your "Designated Territory"). By protected, we mean that we will not operate, or grant a franchise or license to a third party to operate, a medspa810 business that is physically located within your Designated Territory during the Term of this Agreement, except as otherwise provided in this Section with respect to Alternative Channels of Distribution and Acquisitions. We, our parent and affiliates reserve the exclusive right to conduct the following activities under this Agreement: (i) establish and operate, and license any third party the right to establish and operate, other medspas and Businesses using the Marks and System at any location outside of your Designated Territory; (ii) market, offer and sell products and services that are similar to the products and services offered by the Business under a different trademark or trademarks at any location, within or outside the Designated Territory; (iii) sell or license others to sell competitive or identical goods or services (whether under the Marks or under different trademarks) through alternative channels of distribution; and (iv) use the Marks and System, and license others to use the Marks and System, to engage in any other activities not expressly prohibited in this Agreement. We reserve the right to and own and operate System medspas in "Non-Traditional Sites" including, but not limited to, malls, military bases, college campuses, hospitals, airports, stadia and casinos, both within or outside your Designated Territory.

4. TERM AND RENEWAL.

4.1. Generally. The term of this Agreement will begin on the Effective Date and expire 10 years thereafter (the "Term"). If this Agreement is the initial franchise agreement for your Business, you may enter into a maximum of two (2) successor franchise agreements (each, a "Successor Agreement") as long as you meet the conditions for renewal specified below. The Successor Agreement shall be the current form of franchise agreement that we use in granting medspa810 franchises as of the expiration of the Term. The terms and conditions of the Successor Agreement may vary materially and substantially from the terms and conditions of this Agreement. The renewal terms will be five (5) years each, for a maximum total term of 20 years. You will have no further right to operate your Business following the expiration of the renewal term unless we grant you another franchise in our sole discretion. If this Agreement is a Successor Agreement, the renewal provisions in your original franchise agreement will dictate the length of the Term of this Agreement as well as your remaining renewal rights, if any.

4.2. Renewal Requirements. In order to enter into a Successor Agreement, you and the Owners (as applicable) must: (i) notify us in writing of your desire to enter into a Successor Agreement not less than 180 days nor more than 270 days before the expiration of the Term; (ii) not be in default under this Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Agreement; (iii) not have received two (2) or more notices of default from us within the 24-month period preceding

the expiration of the Term; (iv) sign the Successor Agreement and all ancillary documents that we require franchisees to sign; (v) sign a General Release; (vi) pay us our then-current renewal fee (the "Renewal Fee"); (vii) remodel your medspa to comply with our then-current standards and specifications; (viii) have the right under your lease to maintain possession of your premises for the duration of the renewal term; and (ix) take any additional action that we reasonably require. "

4.3. Interim Term. If you do not sign a Successor Agreement after the expiration of the Term and you continue to accept the benefits of this Agreement, then at our option, this Agreement may be treated either as: (i) expired as of the date of the expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) continued on a month-to-month basis (the "Interim Term") until either party provides the other party with 30 days' prior written notice of the party's intention to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon the expiration or termination of this Agreement will be deemed to take effect upon the termination of the Interim Term.

Except as otherwise permitted by this Section 4, you have no right to continue to operate your Business following the expiration of the Term.

5. TRAINING AND CONFERENCES

5.1. Initial Training Program. The Managing Owner and all of your key personnel (including your initial medspa managers) must attend and successfully complete our initial training program before you open your medspa.

5.2. Initial Training For New Owners/Managers. If you hire a new manager or appoint a new Managing Owner after we conduct our pre-opening initial training program, the new manager or Managing Owner, as applicable, must attend and successfully complete our then-current initial training program before assuming any management responsibilities relating to the Business.

5.3. Periodic Training. We may offer periodic refresher or additional training courses for your Owners and managers. Attendance at these training programs may be designated by us as optional or mandatory.

5.4. Additional Training Upon Request. Upon your written request, we may provide additional assistance or training to you at a mutually convenient time.

5.5. Remedial Training. If we conduct an inspection of your medspa and determine that you are not operating your medspa in compliance with this Agreement and/or the Manual, we may, at our option, require that your Managing Owner and management personnel attend remedial training that is relevant to your operational deficiencies.

5.6. Conferences. We may hold periodic national or regional conferences or conventions to discuss various business issues and operational and general business concerns affecting medspa810 franchisees. Attendance at these conferences is mandatory. You will be required to pay the then-current contribution fee to attend the conference. You must pay the then-current contribution fee even if you fail to attend such conference.

5.7. Training Fees and Expenses. We will provide our initial training program for your Managing Owner and initial manager. There is no fee payable to us for you or your medspa manager to attend the Initial Training Program. You must pay us our then-current training fee (the "Training Fee") per person per day for: (i) each person that attends our initial training program after you open your Business (such as new Managing Owners or managers); (ii) any person who must retake training after failing to successfully complete training on a prior attempt; (iii) any remedial training that we require based on your operational deficiencies; (iv) each person to whom we provide additional training that you request; and (v) each person who attends any system-wide or additional training that we conduct. We may charge you a conference registration fee per person (we may charge this fee regardless of whether you actually attend) at our then-current fee (the "Conference/Convention Fee"). If

we agree to provide onsite training or assistance, you must reimburse us for all costs incurred by our representative for meals, travel and lodging (this reimbursement obligation does not apply to any onsite training that is part of our initial training program). You are responsible for all expenses and costs that your trainees incur for training or attending conferences, including wages, travel and living expenses. If you transfer your franchise, we may charge the new franchisee our then-current Training Fee for each of the transferee's owners and employees that attend our initial training program. All training fees and expense reimbursements are due 10 days after invoicing.

6. OTHER FRANCHISOR ASSISTANCE.

6.1. Manual. During the Term, we will provide you with access to our confidential Brand Standards Manual (the "Manual"), either in digital or printed form. The Manual will help you establish and operate your Business. The information in the Manual is confidential and proprietary and may not be disclosed to third parties without our prior approval.

6.2. General Guidance. Based upon our periodic inspections of your Business or reports that you submit to us, we will provide our guidance and recommendations on ways to improve the marketing and/or operation of your Business.

6.3. Marketing Assistance. As further described in Section 11.1 and Section 11.8, we will administer the brand and system development fund and provide you with other marketing assistance during the Term.

6.4. Website. We will maintain a website for medspa810 franchisees that will include the information about your Business that we deem appropriate. We may modify the content of and/or discontinue the website at any time in our sole discretion. As part of the Local Marketing Fee, we will also create for you a local webpage that will be linked to our main website. Your webpage will include certain localized information about your Business that we designate or approve. We must approve all content on your webpage, but we will consider all information that you suggest in good faith. We will own the website (including your webpage) and domain name at all times.

6.5. Purchase Agreements. We may, but are not required to, negotiate purchase agreements with suppliers to obtain discounted prices for us and our franchisees. If we succeed in negotiating a purchase agreement, we will arrange for you to be able to purchase the goods directly from the supplier at the discounted prices that we negotiate (subject to any rebates the supplier pays to us). We may also purchase certain items from suppliers in bulk and resell them to you at our cost plus shipping fees and a markup. There is no cap on the markup we may impose.

6.6. Call Center Fee. We may, but need not, operate a call center to address customer inquiries. We may outsource this service to a third party or our affiliate(s). You will be required to pay the then-current call center fee if you elect to use the call center services that we and/or our designated supplier provides (the "Call Center Fee"). The call center may provide services such as call intake, customer information intake and routing, and related sales and/or follow-up services that we determine appropriate.

6.7. New Products and Services. We may, but need not, develop and create new or modified products or services for sale at your Business. If we develop any products or retail items, you agree to maintain a reasonable inventory of these items at your Business at all times. If you wish for us to review a new product or service, we reserve the right to require you to cover or reimburse us for, at our option, the costs for us to test such product or supplier.

7. ESTABLISHING YOUR BUSINESS

7.1. Site Selection. You agree to locate and obtain our approval of the premises from which you will operate your Business within 180 days after the Effective Date. The premises must be located within the Site Selection Area identified in ATTACHMENT "B" (the "Site Selection Area") and must conform to our minimum site selection criteria. You must send us a complete site report (containing the demographic, commercial and other

information, photographs and video tapes that we may reasonably require) for your proposed site. We have the right to accept or reject all proposed sites in our commercially reasonable judgment. We will use our best efforts to approve or disapprove a proposed site within 30 days after we receive all of the requisite materials. Your site is deemed disapproved if we fail to issue our written approval within the 30-day period. Our approval shall be evidenced by the execution of Section B of ATTACHMENT "B" by you and us. You understand that our approval of a site does not constitute a representation or warranty of any kind, express or implied, of the suitability of the site for a Business. Our approval of the site indicates only that we believe the site meets our minimum criteria.

7.2. Lease. If you will lease the premises for your Business, you must use your best efforts to ensure your landlord signs the Lease Addendum that is attached to this Agreement as ATTACHMENT "C". If your landlord refuses to sign the Lease Addendum in substantially the form attached to this Agreement, we have the right to disapprove of your lease in our commercially reasonable judgment, in which case you must find a new site for your Business. You must promptly send us a copy of your fully executed lease and Lease Addendum for our records. We may require that you obtain our approval of the real estate professional that you hire to assist you in finding a site and negotiating your lease.

7.3. Construction. We will provide you with prototype plans for a Business. At your option, our affiliate may provide certain project management and build-out assistance including market assessment, financial modeling, business plan and financing support, coordination of initial unit design, supervision of architect and/or selection support of project manager and general contractor. You must pay the then-current cost for these services, along with the site-selection services described herein. If you do not engage our required supplier, you must hire an architect in order to modify the prototype plans to comply with all local ordinances, building codes, permits requirements, and lease requirements and restrictions applicable to the premises. You must submit the final plans to us for approval. Once approved, you must, at your sole expense, construct and equip the premises in accordance with the approved plans and the specifications contained in the Manual and purchase (or lease) and install the equipment, fixtures, signs and other items that we require. You must purchase all equipment and supplies that we require, including, without limitation, all equipment within the required Franchise Equipment Package and your body contouring equipment. We must approve the architects, contractors and other suppliers you use to design and construct your medspa. You acknowledge these requirements are necessary and reasonable to preserve the identity, reputation and goodwill we developed and the value of the franchise. Before you open, we must approve the layout of your medspa.

7.4. Opening. You must open your Business to the public within 12 months after the Effective Date. You may not open your medspa before: (i) successful completion of the initial training program; (ii) you purchase all required insurance; (iii) you obtain all required licenses, permits and other governmental approvals; (iv) you have complied with all medical regulatory requirements, including having an approved medical director in place; (v) your website is live and your marketing program has begun; (vi) we provide our written approval of the construction, build-out and layout of your Business at the approved premises; (vii) you have submitted to us your ACH withdrawal form; and (viii) you have fulfilled all of your other pre-opening obligations. We may conduct a pre-opening inspection of your Business and you agree to make any changes we require before opening. BY VIRTUE OF OPENING YOUR BUSINESS, YOU ACKNOWLEDGE THAT WE HAVE FULFILLED ALL OF OUR PRE-OPENING OBLIGATIONS TO YOU.

7.5. Relocation. You may relocate your Business with our prior written approval, which we will not unreasonably withhold provided the proposed relocation site meets our then-current System standards and specifications for the premises of a System medspa. If we allow you to relocate, you must: (i) locate your new facility within the Site Selection Area; (ii) comply with Sections 7.1 through Section 7.4 of this Agreement with respect to the buildout and opening of your Business at the relocated premises (excluding the 12-month opening period); (iii) pay us a $5,000 relocation fee at the time we approve your requested relocation; and (iv) open your new Business location and resume operations within 30 days after closing your prior Business premises.

8. MANAGEMENT AND STAFFING.

8.1. Owner Participation. You acknowledge that a major requirement for the success of your Business is the active, continuing, and substantial personal involvement and hands-on supervision by your Managing Owner. The Managing Owner must at all times be actively involved in the operation of the Business on a full time basis and provide on-site management and supervision unless you delegate management functions to a manager. Any new Managing Owner that we approve must successfully complete the initial training program.

8.2. Managers. You may hire a manager to assume responsibility for the daily on-site management and supervision of your Business, but only if: (i) the manager successfully completes the initial training program; (ii) the manager signs our then-current form of Brand Protection Agreement prescribed in our Manuals or otherwise in writing; and (iii) the Managing Owner agrees to assume responsibility for the on-site management and supervision of your Business if the manager is unable to perform his or her duties due to death, disability, termination of employment, or for any other reason, until such time that you obtain a suitable replacement manager. We may, but typically do not, require that the manager own an equity interest in the franchise.

8.3. Medical Director. If you are not a licensed medical professional, you must hire or engage the services of a medical director who will oversee the medical aspects of your Business Your medical director must: (i) be approved by our medical director as meeting the minimum qualifications for prior medical experience; (ii) hold a valid active medical license in your state and be in good standing; (iii) sign a Brand Protection Agreement. Your medical director need not directly provide any medical services at your Business.

8.4. Employees. You must determine appropriate staffing levels for your Business to ensure full compliance with this Agreement and our system standards. You may hire, train and supervise employees to assist you with the proper operation of the Business. You must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings required by law) due for your employees. These employees will be employees of yours and not of ours. We do not control the day to day activities of your employees or the manner in which they perform their assigned tasks. You must inform your employees that you exclusively supervise their activities and dictate the manner in which they perform their assigned tasks. In this regard, you must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, time cards, and similar items. We also do not control the hiring or firing of your employees. You have sole responsibility and authority for all employment related decisions, including employee selection and promotion, hours worked, rates of pay and other benefits, work assignments, training and working conditions. We will not provide you any advice or guidance on these matters. You must require that your employees review and sign the acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee that you are his or her sole employer. You must also post a conspicuous notice for employees in the back-of-the-house area explaining your franchise relationship with us and that you (and not we) are the employee's sole employer. We may prescribe the form and content of this notice.

8.5. Management Business. Notwithstanding anything else to the contrary in this Agreement, if you are not properly licensed to provide medical services as required by the laws of your state, you must develop and operate a management business ("Management Business") that provides management, marketing, and facility based services (the "Facility and Management Services") to either a professional corporation or to licensed professionals authorized to offer and provide the medical products and services offered at medspa810 businesses (referred to as "Authorized Care Providers"). Only an Authorized Care Provider may directly offer and provide the medical products and services. You will enter into a management agreement ("Management Agreement") with the Authorized Care Providers to provide them with the Facility and Management Services and grant them a license to use the Marks at the approved facility for your Business. We may provide you with a template/base form of Management Agreement, but you agree and acknowledge that you: (i) must hire your own attorney to independently evaluate, review, and ensure that the Management Agreement complies with all applicable local

laws, rules and regulations; and (ii) will be solely responsible for ensuring that any Management Agreement you enter into with an Authorized Care Provider (a) complies with all applicable laws where your Business is located, including without limitation, professional corporate practice of medicine ("PCOM") regulations, and (b) allows Franchisor to exercise its rights under this Agreement without violation any such applicable laws. If you operate as a Management Business, the gross sales and revenues of your Business will be generated from management and other fees paid by Authorized Care Providers for Facility and Management Services.

8.6. Interim Manager. We have the right, but not the obligation, to designate an individual of our choosing (an "Interim Manager") to manage your Business if either: (i) your Managing Owner ceases to perform the responsibilities of a Managing Owner (whether due to retirement, death, disability, or for any other reason) and you fail to find an adequate replacement Managing Owner within 30 days; or (ii) you are in material breach. The Interim Manager will cease to manage your Business at such time that you hire an adequate replacement Managing Owner who has completed training or you cure the material breach, as applicable. If we appoint an Interim Manager, you agree to compensate the Interim Manager at a rate that we establish in our commercially reasonable discretion. The Interim Manager will have no liability to you except for gross negligence or willful misconduct. We will have no liability to you for the activities of an Interim Manager unless we are grossly negligent in appointing the Interim Manager.

8.7. Management Fee(s) if Using Approved Supplier to Provide Management Services in Connection with System Medspa. If you engage the provider we designate or otherwise approve, which may be our affiliate, for management services, you will be required to pay the then-current required supplier for such management services. The management fee is currently four percent (4%) of the Gross Revenues generated by the Business and is subject to modification as set forth in any form of services agreement you enter into with our designated provider to provide management services in connection with your Business, subject to and to the extent permitted by applicable law. This services is only available once you have developed the Business in accordance with this Agreement.

9. FRANCHISEE AS ENTITY. If you are an Entity, you agree to provide us with a list of all of your Owners. Upon our request, you must provide us with a resolution of the Entity authorizing the execution of this Agreement, a copy of the Entity's organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the Entity is duly formed and validly existing under the laws of the state of its formation or incorporation.

10. PERSONAL GUARANTEE. If you are an Entity, all Owners (whether direct or indirect) and their spouses must sign a Personal Guarantee, the current form of which is attached as ATTACHMENT "D", unless Franchisor agrees otherwise in a separate writing.

11. ADVERTISING & MARKETING.

11.1. Brand and System Development Fund.

(a) Administration. We have established and maintain a brand and system development fund to promote public awareness of our brand and to improve our System. We may use the fund to pay for any of the following in our sole discretion: (i) developing maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs; (ii) public awareness of any of the Marks; (iii) public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development and search engine optimization; (vii) development and implementation of quality control programs; (viii) conducting market research; (ix) changes and improvements to the System; (x) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) collecting and account for contributions to the fund; (xii) preparing and distributing financial accountings of the fund; (xiii) any other programs or activities that we deem necessary or appropriate to promote or improve the System; and (xiv) our and our affiliates' expenses associated with direct or indirect labor, administrative, overhead or other expenses incurred in relation to any of these activities. We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement,

location and all other matters pertaining to any of the foregoing activities. Any surplus of monies in the fund may be invested and we may lend money to the fund if there is a deficit. The fund is not a trust and we have no fiduciary obligations to you with respect to our administration of the fund. A financial accounting of the operations of the fund, including deposits into and disbursements from the fund, will be prepared annually and made available to you upon request. In terms of marketing activities paid for by the fund, we do not ensure that these expenditures in or affecting any geographic area are proportionate or equivalent to the fund contributions by franchisees operating in that geographic area or that any franchisee benefits directly or in proportion to their fund contributions. We have the right to reimbursement from the Fund contributions for reasonable costs and overhead, if any, as we may incur in activities which are reasonably related to directing and implementing the Fund and advertising programs for franchisees and the System, including costs of personnel for creating and implementing advertising, promotional and marketing programs, and the cost for accounting for the Fund.

(b) Contributions. On each royalty fee payment due date, you must contribute to the fund the amount that we specify (not to exceed 1% of Gross Revenues). We will deposit into the fund all: (i) fund contributions paid by you and other franchisees; and (ii) fines paid by you and other franchisees. If we increase the required contribution, we will provide you with at least 30 days' prior written notice. We are not required, under the Franchise Agreement or elsewhere, to spend any amount of the Fund contributions in your Designated Territory and not all System franchisees will benefit directly or on a pro rata basis from our expenditures.

11.2 Your Marketing Activities

(a) Local Marketing Requirement. You will be required to spend a minimum of $5,000 per month on local marketing of your Business within your Designated Territory ("Local Marketing Requirement"). We must approve all such advertising in accordance with Section 11.6(c) prior to your implementation of such advertising. You may be required to use our required supplier for all or a portion of your Local Marketing Requirement. You may not engage the services of any other marketing company without our prior written approval. You agree to participate, at your own expense, in all advertising, promotional and marketing programs and campaigns that we require. Upon our request, you must provide us with invoices or other proof of your monthly expenditures on local marketing.

(b) Initial (Grand Opening) Marketing Spend. You must spend a minimum of $30,000 on an opening marketing campaign commencing when you sign the lease and continuing through 90 days after the opening of your Business. The requirements of your opening marketing campaign, including the required expenditure and marketing platforms, will be detailed in your Initial Marketing Plan. You must purchase start-up marketing supplies at least two (2) months prior to the opening, which may include, but is not limited to, promotional items, gift cards, business cards, menus, thank you cards, referral cards, laser checkout pads, facial check out pads, window clings, A-Frame marketing, postcards, flyers, print inserts, co-op direct mail, email templates, promotional tent, banners, social media and media buying services and other miscellaneous items. We must approve all such advertising in accordance with Section 11.6(c).

(c) Restrictions on Advertising Material. You may only use advertising and marketing materials that we have created or that you purchase from a supplier that we designate or approve. You are not permitted to create your own advertising material.

(d) Internet and Websites. As part of the Local Marketing Fee, our affiliate and any third parties engaged thereby will coordinate and implement the marketing of your Business through social media channels. You may not establish or maintain a separate social media presence for your Business. We may, but are not required, to create a social media profile on your behalf. We reserve the right to require you to provide us with information regarding events, tailored posts and other information relevant to your local market that we will post on any websites or social media accounts. If we change our policy at a later date to allow franchisees to maintain their own websites or market on the Internet, you may do so only if you comply with all of the website and Internet requirements that we specify. In that case, we may require that you sign an amendment to this Agreement that will govern your ability to maintain a website and/or market on the Internet.

11.3 Marketing Assistance From Us. We reserve the right to provide you with a required marketing plan for your Business ("Marketing Plan") and require that you adhere to that Marketing Plan. Prior to opening, you will receive an initial marketing plan that includes your Local Advertising Expenditure as well as the details of your opening advertising program ("Initial Marketing Plan"). The Marketing Plan may be included in the Manual, or may be provided and updated by us in writing from time to time as we deem appropriate. We will provide an updated Marketing Plan annually or on another interval that we designate. We may create and make available to you advertising and other marketing materials for your purchase. We may use the brand and system development fund to pay for the creation and distribution of these materials, in which case there will be no additional charge. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). Alternatively, we may enter into relationships with third party suppliers who will create the advertising or marketing materials for your purchase. We will provide reasonable marketing consulting, guidance and support throughout the Term on an as-needed basis.

12. OPERATING STANDARDS.

12.1. Generally. You agree to operate your Business: (i) in a manner that will promote the goodwill of the Marks; and (ii) in full compliance with our standards and all other terms of this Agreement and the Manual.

12.2. Brand Standards Manual. You agree to establish and operate your Business in accordance with the Manual. The Manual may contain, among other things: (i) a description of the authorized goods and services that you may offer at your Business; (ii) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we deem necessary for System franchisees; (iii) mandatory reporting and insurance requirements; (iv) mandatory and suggested specifications for your Business; (v) policies and procedures pertaining to any gift card program or membership program that we establish; and (vi) a written list of goods and services (or specifications for goods and services) you must purchase for the development and operation of your Business and a list of any designated or approved suppliers for these goods or services. The Manual is designed to establish and protect our brand standards and the uniformity and quality of the goods and services offered by our franchisees. We can modify the Manual at any time. The modifications will become binding 30 days after we send you notice of the modification. All mandatory provisions contained in the Manual (whether they are included now or in the future) are binding on you.

12.3. Authorized Goods and Services. You agree to offer all goods and services that we require from time to time in our commercially reasonable discretion. You may not offer any other goods or services at your Business without our prior written permission. You may not use your Business or permit your Business to be used for any purpose other than offering the goods and services that we authorize. We may, without obligation to do so, add, modify or delete authorized goods and services, and you must do the same upon notice from us. Our addition, modification or deletion of one or more goods or services shall not constitute a termination of the franchise or this Agreement.

12.4. Suppliers and Purchasing. You agree to purchase or lease all products, supplies, equipment, services and other items specified in the Manual from time to time. If required by the Manual, you agree to purchase certain goods and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliate). You acknowledge that our right to specify the suppliers that you may use is necessary and desirable so that we can control the uniformity and quality of goods and services used, sold or distributed in connection with the development and ongoing operation of medspa810 businesses, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we choose to do so, and protect the reputation and goodwill associated with the System and the Marks. If we receive rebates or other financial consideration from these suppliers based upon franchisee purchases, we have no obligation to pass these amounts on to you or to use them for your benefit. If you want us to approve a supplier that you propose, you must send us a written notice specifying the supplier's name and qualifications and provide any additional information that we request. We will approve or reject your request within 60 days after we receive your notice and all additional

information (and samples) that we require. We shall be deemed to have rejected your request if we fail to issue our approval within the 60-day period. You must reimburse us for all costs and expenses that we incur in reviewing a proposed supplier within 10 days after invoicing.

12.5. Equipment Maintenance and Changes. You agree to maintain all of your equipment in good condition and promptly replace or repair any equipment that is damaged, worn-out or obsolete. We may require that you change your equipment, which may require you to make additional investments. You acknowledge that our ability to require franchisees to make significant changes to their equipment is critical to our ability to administer and change the System and you agree to comply with any such required change within the time period that we reasonably prescribe.

12.6. Software and Technology. We may change the software or technology that you must use at any time. We may also develop proprietary software or technology that must be used by medspa810 franchisees. If this occurs, you agree to enter into a license agreement with us (or an affiliate of ours) and pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which you may utilize this software or technology. We also reserve the right to enter into a master software or technology license agreement with a third party licensor and then sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology. You must acquire and maintain all software we designate for use in connection with your Business.

12.7. Remodeling and Maintenance. You agree to remodel and make all improvements and alterations to your Business that we reasonably require from time to time to reflect our then-current image, appearance and facility specifications. We will not require significant remodeling more than once during any five (5) year period, except as a condition to renewing or transferring your franchise. There are no limitations on the cost of these remodeling obligations. You may not remodel or significantly alter your premises without our prior written approval, which will not be unreasonably withheld. However we will not be required to approve any proposed remodeling or alteration if the same would not conform to our then-current specifications, standards or image requirements. You agree to maintain your Business in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations, at your sole expense, to comply with our standards and specifications. Without limiting the generality of the foregoing, you agree to take the following actions at your sole expense: (i) thorough cleaning, repainting, redecorating of the interior and exterior of the business at the intervals we may prescribe (or at such earlier times that such actions are required or advisable); and (ii) interior and exterior repair of the business as needed. You agree to comply with any maintenance, cleaning or facility upkeep schedule that we prescribe from time to time.

12.8. Gift Cards, Memberships and Loyalty Programs. We may require that you participate in a gift card, membership or other customer loyalty program in accordance with our policies and procedures. In order to participate, you may be required to purchase additional equipment and pay any fees relating to the use of that equipment. If we establish a gift card, membership or loyalty program, we have the right to determine how the amount of the gift cards, membership fees or loyalty cards will be divided or otherwise accounted for, and we reserve the right to retain the amount of any unredeemed gift cards. You agree to comply with all policies and procedures that we specify and we may modify these policies and procedures at any time. You must offer and sell service packages to your Business (each a "Membership") as we require. You must comply with our System standards regarding Memberships. All Memberships must be evidenced by a written agreement and may not be for a term that extends beyond the expiration of your Franchise Agreement (a "Membership Agreement"). Subject to applicable law, we reserve the right to require you to use a form of Membership Agreement we provide.

12.9. Hours of Operation. You must keep your Business open to the public during the minimum days and hours of operate set forth in the Manual, unless the parties agree otherwise in a separately signed agreement.

12.10. Client Photo Release. You agree to promptly provide us with a copy of all photo release authorization forms signed by your clients together with before and after photos, which you acknowledge we may use for any and all purposes authorized by the client in the photo release authorization.

12.11. Customer Complaints. If you receive a customer complaint, you must follow the complaint resolution process that we specify to protect the goodwill associated with the Marks.

12.12. Failure to Comply with Standards. You acknowledge the importance of every one of our standards and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks. If we notify you of a failure to comply with our standards or operating procedures (including failure to submit reports in a timely manner or offering unauthorized products or services) and you fail to correct the non-compliance within the period of time that we require, then, in addition to any other remedies available to us under this Agreement, we may impose a fine of up to $500 per occurrence.

13. FRANCHISE ADVISORY COUNCIL. We may, but need not, create a franchise advisory council to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. We will consider all suggestions from the advisory council in good faith, but we are not bound by any such suggestions. The advisory council will be established and operated according to rules and regulations we periodically approve, including procedures governing the selection of representatives of the advisory council who will communicate with us on matters raised by the advisory council. You will have the right to be a member of the advisory council as long as you are not in default under this Agreement and you do not act in a disruptive, abusive or counter-productive manner, as determined by us in our discretion. As a member, you will be entitled to all voting rights and privileges granted to other members of the council. Each member will be granted one vote on all matters on which members are authorized to vote.

14. FEES

14.1. Initial Franchise Fee. You agree to pay us a $60,000 initial franchise fee in one lump sum at the time you sign this Agreement. The initial franchise fee is fully earned by us and non-refundable once this Agreement has been signed.

14.2. Royalty Fee. Every Friday, you agree to pay us a royalty fee equal to six percent (6%) of your Gross Revenues generated during the immediately preceding seven (7) day period.

14.3. Call Center Fee. You agree to pay us, our affiliate or other approved supplier the then-current Call Center Fee in connection with your Business and each other System medspa you own and/or operate, as applicable.

14.4. Technology Fee. You agree to pay us, or affiliate or approved supplier, the then-current technology fee (the "Technology Fee") in connection with certain technology products or services we determine to associate or utilize in connection with the System or use to cover all or certain portions of the corresponding costs.

14.5. Other Fees and Payments. You agree to pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in this Section 14. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon goods or services that you sell or based upon goods or services that we furnish to you (other than income taxes that we pay based on amounts that you pay us under this Agreement).

14.6. Management Fee. The management fee will only be due to our required supplier if you and the required supplier mutually agree for the required supplier (which may be our affiliate) to provide management services for your Business.

14.7. Ongoing Purchases of Marketing Materials, Equipment, Supplies, and Inventory. In addition to the fees above, you may be required to pay to us, our affiliate, required supplier, or other third-party for ongoing purchases of marketing materials, equipment, supplies, and inventory in the operation of the Business.

14.8. Late Fee. If any sums due under this Agreement have not been received by us when due (or there are insufficient funds in your Account to cover any sums owed to us when due) then, in addition to those sums, you must pay us a late fee equal to $100 plus interest on the amounts past due at the rate equal to the lesser of 18% per annum (pro-rated on a daily basis), or the highest rate permitted by your State's law. If no due date has been specified by us, then interest begins to run 10 days after we bill you. We will not impose a late fee for any amounts paid pursuant to Section 14.9 if, but only to the extent that sufficient funds were available in your Account to be applied towards the payments at the time the payments became due and payable. However, we may impose a late fee for any amounts that we are unable to reasonably determine due to your failure to furnish us with a report required by Section 16.3 within the required period of time or record sales in a timely manner, in which case we may assess a late fee on the entire amount that was due and payable. We may also charge an insufficient funds fee of $100 for each occurrence where a check or EFT payment is rejected due to insufficient funds, stop payment or any similar event. You acknowledge that this Section 14.8 shall not constitute our agreement to accept the late payments after same are due, or a commitment by us to extend credit to or otherwise finance the operation of your Business.

14.9. Method of Payment. You must complete and send us an ACH Authorization Form allowing us to electronically debit a banking account that you designate (your "Account") for: (i) all fees payable to us pursuant to this Agreement (other than the initial franchise fee); and (ii) any amounts that you owe to us or any of our affiliates for the purchase of goods or services. We will debit your Account for these payments on or after the due date. Our current form of ACH Authorization Form is attached to this Agreement as ATTACHMENT "E". You must sign and deliver to us any other documents that we or your bank may require to authorize us to debit your Account for these amounts. You must deposit into the Account all revenues that you generate from the operation of your Business. You must make sufficient funds available for withdrawal by electronic transfer before each due date. If there are insufficient funds in your Account to cover all amounts that you owe, any excess amounts that you owe will be payable upon demand, together with any late charge imposed pursuant to Section 14.8.

14.10. Application of Payments. We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate.

14.11. Payment Interval. We reserve the right to change the interval at which we (or our affiliate) collect any fees owned under this Agreement upon written notice to you. For example, we may collect these recurring fees on a monthly rather than weekly basis.

15. BRAND PROTECTION COVENANTS.

15.1. Reason for Covenants. You acknowledge that the Intellectual Property and the training and assistance that we provide would not be acquired except through implementation of this Agreement. You also acknowledge that competition by you, the Owners or persons associated with you or the Owners (including family members) could seriously jeopardize the entire franchise system because you and the Owners have received an advantage through knowledge of our day-to-day operations and Know-how related to the System. Accordingly, you and the Owners agree to comply with the covenants described in this Section to protect the Intellectual Property and our franchise system.

15.2. Our Know-how. You and the Owners agree: (i) neither you nor any Owner will use the Know-how in any business or capacity other than the operation of your Business pursuant to this Agreement; (ii) you and the Owners will maintain the confidentiality of the Know-how at all times; (iii) neither you nor any Owner will make unauthorized copies of documents containing any Know-how; (iv) you and the Owners will take all reasonable steps that we require from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you and the Owners will stop using the Know-how immediately upon the expiration, termination or

Transfer of this Agreement, and any Owner who ceases to be an Owner before the expiration, termination or Transfer of this Agreement will stop using the Know-how immediately at the time he or she ceases to be an Owner.

15.3. Unfair Competition During Term. You and your Owners agree not to unfairly compete with us during the Term by engaging in any of the following activities ("Prohibited Activities"): (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 any 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); or (iii) inducing 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.

15.4. Unfair Competition After Term. During the Post-Term Restricted Period, you and your Owners agree not to engage in any Prohibited Activities. Notwithstanding the foregoing, you and your Owners may have an interest in a Competitive Business during the Post-Term Restricted Period as long as the Competitive Business is not located within, and does not provide competitive goods or services to customers who are located within, the Restricted Designated Territory. If you or an Owner engages in a Prohibited Activity during the Post-Term Restricted Period (other than having an interest in a Competitive Business that is permitted under this Section), then the Post-Term Restricted Period applicable to you or the non-compliant Owner, as applicable, shall be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity.

15.5. Immediate Family Members. The Owners acknowledge that they could circumvent the purpose of Section 15 by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). The Owners also acknowledge that it would be difficult for us to prove whether the Owners disclosed the Know-how to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 15 if any member of his or her immediate family engages in any Prohibited Activities during the Term or Post-Term Restricted Period or uses or discloses the Know-how. However, the Owner may rebut this presumption by furnishing evidence conclusively showing that the Owner did not disclose the Know-how to the family member.

15.6. Employees and Others Associated with You. You must ensure that all of your employees, officers, directors, partners, members, independent contractors and other persons associated with you or your Business who may have access to our Know-how, and who are not required to sign a Brand Protection Agreement, sign and send us a Confidentiality Agreement before having access to our Know-how. You must use your best efforts to ensure that these individuals comply with the terms of the Brand Protection Agreements and Confidentiality Agreements, as applicable, and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all reasonable expenses that we incur in enforcing a Brand Protection Agreement or Confidentiality Agreement, as applicable, including reasonable attorneys' fees and court costs.

15.7. Covenants Reasonable. You and the Owners acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those described above with respect to other medspa810 franchisees benefits you and the Owners in that it prevents others from unfairly competing with your Business; and (iii) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU AND THE OWNERS HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS SECTION 15 AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

15.8. Breach of Covenants. You and the Owners agree that failure to comply with the terms of this Section 15 will cause substantial and irreparable damage to us and/or other medspa810 franchisees for which there is no adequate remedy at law. Therefore, you and the Owners agree that any violation of the terms of this Section 15 will entitle us to injunctive relief. 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 or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of this Section 15.

16. YOUR OTHER RESPONSIBILITIES

16.1. Insurance. Not later than 60 days prior to opening of your Business, you must obtain in full force and effect during the term of this Agreement, at your expense, an insurance policy or policies with the minimum limits as contained below. The coverage will be provided by an insurance company that is approved by us and has a minimum AM Best rating of A-VII. The policies will be primary and non-contributory to any policies that we carry and will provide a waiver of subrogation in our favor. Furthermore, the liability policies will name us and, at our option, any affiliate of ours that is also a supplier of services or products in connection with your Business, as additional insured(s) and grant us 30 days or statutory notice of cancellation. We reserve the right to modify the types and amounts of insurance required by us at any time for which you will need to comply upon written notice from us. You will send to us or our appointed agent a certificate of insurance as evidence of the required insurance under this Agreement at least 60 days prior to opening and 30 days prior to any renewal policy period. If you fail to maintain the coverage or provide us a compliant certificate we reserve the right, but not the duty to purchase the required insurance on your behalf for which you will reimburse us immediately upon written notice along with any administrative fee that might apply (in the amount of 20% of all such costs). We also reserve the right to require use of approved insurance vendors at any time during this Agreement. The required minimum coverage is as follows: (1) comprehensive general liability, including broad form contractual liability, property damage liability, premises and completed operations and products liability for $1,000,000 per occurrence and $2,000,000 per aggregate; (2) $1,000,000 personal and advertising liability and $10,000 for medical payments; (3) $300,000 for tenants legal liability; (4) property insurance for 100% current replacement cost of the build out and business personal property used in the Business written on a special form (if the medspa is operated in a geographic zone that is prone to earthquake or flood that will also be required); (5) business income and extra expense coverage for 12 months actual loss sustained or a minimum of 50% of your annual sales; (6) professional liability insurance for all medical providers for errors and omissions for all services provided to your customers with a limit of $1,000,000 per occurrence and $3,000,000 aggregate (this coverage may be combined with your general liability policy); (7) auto liability coverage for all owned, non-owned and hired vehicles used in the course of operation of your Business for a combined single limit of $1,000,000; (8) workers' compensation coverage at statutory limits including employer's liability of $1,000,000/$1,000,000/$1,000,000; (9) employment practices liability for $1,000,000 aggregate limit including third party coverage for harassment and discrimination and $250,000 for wage & hour defense coverage including medspa810 Franchising, LLC as Co-Defendant; (10) cyber liability insurance for a limit of $1,000,000 aggregate to protect you, your guests and employees from all first and third party claims including but not limited to network and information security, communication and media liability, regulatory defense expenses, crisis management expenses, security breach remediation expenses, computer restoration expenses, computer fraud, social engineering, funds transfer fraud, business interruption and extra expense and e-commerce extortion; (11) umbrella liability of $1,000,000 to be excess of commercial general liability, auto liability and employer's liability; and (12) all other insurances that may be required by your lease, state or local municipality where the spa is operated.

16.2. Books and Records. You agree to prepare and maintain at your Business for at least five (5) years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Business. You must maintain, and upon our request furnish to us by e-mail, mail or facsimile, a written list of all of your customers. You must send us copies of your books and records within seven (7) days of our request. We may require that you utilize our designated supplier to provide all bookkeeping and accounting services for your medspa.

16.3. Reports. Upon our request, you must prepare and provide to us weekly statements of your Gross Revenues for the prior week's operations. We may waive this obligation if we are able to automatically generate reports from your POS system. You must also prepare and provide to us monthly statements of your expenditures on local advertising required by Section 11.2 that were incurred during the prior month (which shall be accompanied by copies of receipts for such expenditures). You also agree to prepare all other reports that we require in the form and manner that we require. You agree to send us a copy of any report required by this Section upon request. If we require that you purchase a computer and/or automated cash management system that allows us to electronically retrieve information concerning your sales transactions, you agree that we will have the right to electronically poll your computer and/or automated cash management system to retrieve and compile information regarding the operation of your Business.

16.4. Financial Statements. Within 90 days after the end of each calendar year, you must prepare a balance sheet for your Business (as of the end of the calendar year) and an annual statement of profit and loss and source and application of funds. All financial statements must be: (i) verified and signed by you certifying to us that the information is true, complete, and accurate; (ii) prepared on an accrual basis in compliance with Generally Accepted Accounting Principles; and (iii) submitted in any format that we reasonably require. We have the right to require that your financial statements be audited by a certified public accountant if you have previously submitted materially inaccurate financial statements. You agree to send us a copy of any financial statement required by this Section upon request. You authorize us to disclose the financial statements, reports, and operating data to prospective franchisees, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by applicable law.

16.5. Legal Compliance. You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Business (including all required professional licenses) and operate and manage your Business in full compliance with all applicable laws, ordinances, rules and regulations. You understand that federal and state laws may regulate you and your Business and you agree to comply with all such laws, including, without limitation, laws regulating the corporate practice of medicine, fraud and abuse concerning health care providers, privacy and security of patient records, and trade name and advertising restrictions. State law may require that you hire a medical director or otherwise enter into an arrangement with a licensed healthcare professional. We strongly recommend that you hire local counsel to review these laws to ensure the operation of your Business, and your performance of your obligations under this Agreement, comply with such laws. You must notify us in writing within two (2) business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Business or your financial condition. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency involving any health or safety law, rule or regulation that reflects your failure to fully comply with the law, rule or regulation. You are solely responsible for ensuring that the ownership and operational structure of your Business complies with all applicable laws and regulations, including those related to PCOM, applicable to where the Business premises is located throughout the term of this Agreement. You agree to immediately notify us in writing in the event you or your counsel determine that the Business is not owned and operated in accordance with such laws.

17. INSPECTION AND AUDIT

17.1. Inspections. To ensure compliance with this Agreement, we or our representatives will have the right to enter your medspa, evaluate your operations and inspect or examine your books, records, accounts and tax returns. Our evaluation may include watching or participating in treatments and contacting your landlord, customers and employees. We may conduct our evaluation at any time and without prior notice. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Business, and you and your employees will cooperate and not interfere with our inspection. You consent to us accessing your computer system and retrieving any information that we deem appropriate in conducting the inspection.

17.2. Audit. We have the right, at any time, to have an independent audit made of your books and financial records. You agree to fully cooperate with us and any third parties that we hire to conduct the audit. If an audit reveals an understatement of your Gross Revenues or any amount that you owe us, you agree to immediately pay to us any additional fees that you owe us together with any late fee payable pursuant to Section 14.8. Any audit will be performed at our cost and expense unless the audit: (i) is necessitated by your failure to provide the information requested or to preserve records or file reports as required by this Agreement; or (ii) reveals an understatement of any amount due to us by at least two percent (2%), in which case you agree to reimburse us for the cost of the audit or inspection, including without limitation, reasonable accounting and attorneys' fees and travel and lodging expenses that we or our representatives incur. The audit cost reimbursements will be due 10 days after invoicing. We shall not be deemed to have waived our right to terminate this Agreement by accepting reimbursements of our audit costs.

18. INTELLECTUAL PROPERTY

18.1. Ownership and Use of Intellectual Property. You acknowledge that: (i) we are the sole and exclusive owner of the Intellectual Property and the goodwill associated with the Marks; (ii) your right to use the Intellectual Property is derived solely from this Agreement; and (iii) your right to use the Intellectual Property is limited to a license granted by us to operate your Business during the Term pursuant to, and only in compliance with, this Agreement, the Manual, and all applicable standards, specifications and operating procedures that we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Manual governing your use of the Intellectual Property. This Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property.

18.2. Changes to Intellectual Property. We have the right to modify the Intellectual Property at any time in our sole and absolute discretion, including by changing the Marks, the System, the Copyrights or the Know-how. If we modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within 30 days at your expense. We will not be liable to you for any expenses, losses or damages that you incur (including the loss of any goodwill associated with a Mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

18.3. Use of Marks. You agree to use the Marks as the sole identification of your Business; provided, however that you must identify yourself as the independent owner of your Business in the manner that we prescribe. You may not use any Marks in any modified form or as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you by this Agreement). You agree to: (i) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate and in the manner that we prescribe to give notice of trade and service mark registrations and copyrights; and (ii) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours.

18.4. Use of Know-how. We will disclose the Know-how to you in the initial training program, the Manual, and in other guidance furnished to you during the Term. You agree that you will not acquire any interest in the Know-how other than the right to utilize it in strict accordance with the terms of this Agreement in the development and operation of your Business. You acknowledge that the Know-how is proprietary and is disclosed to you solely for use in the development and operation of your Business during the Term.

18.5. Improvements. If you conceive of or develop any improvements or additions to the marketing, method of operation or the services or products offered by a medspa810 business (collectively, "Improvements"), you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval prior to using any such Improvements. Any Improvement that we approve may be

used by us and any third parties that we authorize to operate a medspa810 franchise, without any obligation to pay you royalties or other fees. You must assign to us or our designee, without charge, all rights to any such Improvement, including the right to grant sublicenses. In return, we will authorize you to use any Improvements that we or other franchisees develop that we authorize for general use in connection with the operation of a medspa810 business.

18.6. **Notification of Infringements and Claims**. You must immediately notify us of any: (i) apparent infringement of any of the Intellectual Property; (ii) challenge to your use of any of the Intellectual Property; or (iii) claim by any person of any rights in any of the Intellectual Property. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

19. **INDEMNITY.** You agree to indemnify the Indemnified Parties and hold them harmless for, from and against any and all Losses and Expenses incurred by any of them as a result of or in connection with any of the following: (i) the marketing, use or operation of your Business or your performance and/or breach of any of your obligations under this Agreement; (ii) any Claim relating to taxes or penalties assessed by any governmental entity against us that are directly related to your failure to pay or perform functions required of you under this Agreement; (iii) any labor, employment or similar type of Claim pertaining to your employees, including claims alleging that we are a joint employer of your employees; and (iv) any actions, investigations, rulings or proceedings conducted by any state or federal agency relating to your employees, including, without limitation, the United States Department of Labor, the Equal Employment Opportunity Commission and the National Labor Relations Board. You and your Owners agree to give us notice of any action, suit, proceeding, claim, demand, inquiry or investigation described above. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any Claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such Claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such Claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such Claim, including court costs and reasonable attorneys' fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorneys' fees.

Provided that you are not in default under this Agreement or any other agreement with us, we will indemnify you and your Owners and hold them harmless for, from and against any and all Losses and Expenses incurred by any of them as a result of or in connection with any Claim asserted against you and/or your Owners based upon the violation of any third party's intellectual property rights caused by your use of our Marks in strict compliance with the terms of this Agreement and the Manual. You must promptly notify us of any such Claim and fully cooperate with us in the defense of such Claim.

20. TRANSFERS

20.1. **By Us**. This Agreement and the franchise is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment. We may also delegate some or all of our obligations under this Agreement to one or more persons without assigning the Agreement.

20.2. **By You**. You understand that the rights and duties created by this Agreement are personal to you and the Owners and that we have granted the franchise in reliance upon the individual or collective character,

skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Because this Agreement is a personal services contract, neither you nor any Owner may engage in any Transfer other than a Permitted Transfer without our prior written approval. Any Transfer (other than a Permitted Transfer) without our approval shall be void and constitute a breach of this Agreement. We will not unreasonably withhold our approval of any proposed Transfer, provided that the following conditions are all satisfied:

(i) the proposed transferee is, in our opinion, an individual of good moral character, who has sufficient business experience, aptitude and financial resources to own and operate a medspa810 business and otherwise meets all of our then applicable standards for franchisees;

(ii) you and your Owners are in full compliance with the terms of this Agreement and all other agreements with us or our affiliate;

(iii) all of the owners of the transferee have successfully completed, or made arrangements to attend, the initial training program (and the transferee has paid us the Training Fee for each new person who must attend training);

(iv) your landlord consents to your assignment of the lease to the transferee, or the transferee is diligently pursuing an approved substitute location within the Site Selection Area;

(v) the transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law in order to own and operate the Business;

(vi) the transferee and its owners sign our then-current form of franchise agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and renewal term(s) shall be the Term and renewal term(s) remaining under this Agreement; and (b) the transferee need not pay a separate initial franchise fee;

(vii) you remodel your medspa to comply with our then-current standards and specifications or you obtain a commitment from the transferee to do so;

(viii) you or the transferee pay us a transfer fee equal to $10,000 (in addition to third-party broker fees associated with the transfer);

(ix) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer;

(x) we do not elect to exercise our right of first refusal described in Section 20.5; and

(xi) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the franchise by the transferee.

20.3. Permitted Transfers. You may engage in a Permitted Transfer without our prior approval, but you must give us at least 10 days prior written notice. You and the Owners (and the transferee) agree to sign all documents that we reasonably request to effectuate and document the Permitted Transfer.

20.4. Death or Disability of an Owner. Upon the death or permanent disability of an Owner, the Owner's ownership interest in you or the franchise, as applicable, must be assigned to another Owner or to a third party approved by us within 180 days. Any assignment to a third party will be subject to all of the terms and conditions of Section 20.2 unless the assignment qualifies as a Permitted Transfer. For purposes of this Section,

an Owner is deemed to have a "permanent disability" only if the person has a medical or mental problem that prevents the person from substantially complying with his or her obligations under this Agreement or otherwise operating the Business in the manner required by this Agreement and the Manual for a continuous period of at least three (3) months.

20.5. Our Right of First Refusal. If you or an Owner desires to engage in a Transfer, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase the interest in your Business or the ownership interest in you for the same price and upon the same terms contained in the offer (however, we may substitute cash for any form of payment proposed in the offer). If we notify you that we intend to purchase the interest within the 30-day period, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional 30 days to prepare for closing. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of Section 20.2 (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal in this Section shall not apply to any Permitted Transfer.

21. TERMINATION

21.1. Termination By Us Without Cure Period. We may, in our sole discretion, terminate this Agreement upon five (5) days' written notice, without opportunity to cure, for any of the following reasons, all of which constitute material events of default under this Agreement:

(i) if the Managing Owner fails to satisfactorily complete the initial training program in the manner required by Section 5.1;

(ii) if you fail to secure a fully executed lease and Lease Addendum within the time period required by Section 7.2;

(iii) if you fail to open your Business within the time period required by Section 7.4;

(iv) if you or any Owner becomes insolvent by reason of inability to pay debts as they become due or files a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any law, or is the subject of an involuntary bankruptcy (which may or may not be enforceable under the Bankruptcy Act of 1978);

(v) if your Business, or a substantial portion of the assets associated with your Business, are seized, taken over or foreclosed by a government official in the exercise of his or her duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor; or a final judgment against you remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in your Business, and it is not discharged within five (5) days of the levy;

(vi) if you abandon or fail to operate your Business for three (3) consecutive business days, unless the failure is due to an event of force majeure or another reason that we approve;

(vii) if a regulatory authority suspends or revokes a license or permit held by you or an Owner that is required to operate the Business, even if you or the Owner still maintain appeal rights;

(viii) if you or an Owner (a) is convicted of or pleads no contest to a felony, a crime involving

moral turpitude or any other material crime or (b) is subject to any material administrative disciplinary action or (c) fails to comply with any material federal, state or local law or regulation applicable to your Business;

(ix) if you or an Owner commits an act that can reasonably be expected to adversely affect the reputation of the System or the goodwill associated with the Marks;

(x) if you manage or operate your Business in a manner that presents a health or safety hazard to your customers, employees or the public;

(xi) if you or an Owner make any material misrepresentation to us, whether occurring before or after being granted the franchise;

(xii) if you fail to pay any amount owed to us or an affiliate of ours within ten (10) days after receipt of a demand for payment;

(xiii) if you underreport any amount owed to us by at least two percent (2%), after having already committed a similar breach that had been cured in accordance with Section 21.2;

(xiv) if you make an unauthorized Transfer;

(xv) if you make an unauthorized use of the Intellectual Property;

(xvi) if you breach any of the brand protection covenants described in Section 15;

(xvii) if any Owner, or the spouse of any Owner, breaches a Personal Guarantee;

(xviii) if the lease for your premises is terminated due to your default; or

(xix) if we terminate any other agreement between you and us or if any affiliate of ours terminates any agreement between you and the affiliate because of your default.

21.2. Additional Conditions of Termination. In addition to our termination rights in Section 21.1, we may, in our sole discretion, terminate this Agreement upon 30 days' written notice if you or an Owner fail to comply with any other provision of this Agreement (including any mandatory provision in the Manual) or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period. If we deliver a notice of default to you pursuant to this Section 21.2, we may suspend performance of any of our obligations under this Agreement until you fully cure the breach.

21.3. Mutual Agreement to Terminate. If you and we mutually agree in writing to terminate this Agreement, you and we will be deemed to have waived any required notice period.

22. POST-TERM OBLIGATIONS.

22.1. Obligations of You and the Owners. After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

(i) immediately cease to use the Intellectual Property;

(ii) pay us all amounts that you owe us;

(iii) comply with all covenants described in Section 15 that apply after the expiration, termination or Transfer of this Agreement or the disposal of an ownership interest by an Owner;

(iv) return all copies of the Manual, or any portions thereof, as well as all signs, sign faces,

brochures, advertising and promotional materials, forms, and any other materials bearing or containing any of the Marks, Copyrights or other identification relating to a medspa810 business, unless we allow you to transfer such items to an approved transferee;

(v) take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Marks;

(vi) provide us with a list of all of your current, former and prospective customers;

(vii) assign all customer contracts and accounts to us (unless we allow you to transfer those contracts to an approved transferee);

(viii) make such modifications and alterations to the premises that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third party at the premises; provided, however, that this subsection shall not apply if your franchise is transferred to an approved transferee or if we exercise our right to purchase your entire Business;

(ix) notify all telephone companies, listing agencies and domain name registration companies (collectively, the "Agencies") of the termination or expiration of your right to use: (a) the telephone numbers and/or domain names, if applicable, related to the operation of your Business; and (b) any regular, classified or other telephone directory listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so); and

(x) provide us with satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Agreement.

22.2. Right to Purchase Facility and Assets.

(a) Generally. Upon the termination or expiration of this Agreement, we shall have the right, but not the obligation, to purchase your Business and/or its assets at fair market value as ascertained by an independent business appraiser. If we elect to exercise this option, the date of determination of the fair market value shall be the effective date of the termination or expiration of the Agreement (the "Appraisal Date"). We will notify you of the specific items that we wish to purchase (the "Acquired Assets"). We may also require that you assign your lease to us at no additional charge.

(b) Selecting Qualified Appraisers. You and we each shall appoint an appraiser with experience appraising businesses comparable to your Business in the United States (a "Qualified Appraiser"). This appointment of the appraisers shall be made within 30 days after the Appraisal Date by giving written notice to the other party of the name and address of the Qualified Appraiser. If either of us fails to appoint a Qualified Appraiser within the 30-day period, the appraisal shall be made by the sole Qualified Appraiser appointed within that period. If each of us shall have appointed a Qualified Appraiser within the 30-day period, then within 30 days after that the two (2) Qualified Appraisers shall appoint a third (3rd) Qualified Appraiser. If the two (2) Qualified Appraisers fail to agree on the appointment of a third (3rd) Qualified Appraiser within the 30-day period, then a third (3rd) Qualified Appraiser shall be appointed by the American Arbitration Association (acting through its office located closest to our corporate headquarters) as promptly as possible after that, upon application by either us or you. Nothing in this provision shall prohibit us and you from jointly approving a single appraiser, nor shall it obligate us or you to do so.

(c) Information for Appraisal. You must furnish to the Qualified Appraisers a copy of your current financial statements, as well as your financial statements for the prior three (3) years (or the period of time that you have operated your Business, if less than three (3) years), together with the work papers and other financial information or other documents or information that the Qualified Appraisers may request. The Qualified

Appraisers shall take into account the other information and factors that they deem relevant, but the Qualified Appraisers shall be instructed that there shall be no consideration of goodwill in the determination of fair market value.

(d) Appraisal Process. Within 60 days after the appointment of the third Qualified Appraiser, the three (3) Qualified Appraisers shall appraise the Appraised Assets at fair market value without taking into account any value for goodwill (the "Appraised Value"). If the three (3) Qualified Appraisers agree on a single value, then they shall issue a joint report and the Appraised Value shall be the value determined by the agreement of the three (3) Qualified Appraisers. If two (2) of the three (3) Qualified Appraisers agree on a single value, these two (2) Qualified Appraisers shall issue a joint report, and the dissenting Qualified Appraiser may (but need not) issue a separate report, and the value determined by agreement of the two (2) Qualified Appraisers who shall agree shall be the Appraised Value. If none of the Qualified Appraisers are able to agree on a single value, each Qualified Appraiser shall issue a report setting forth the value determined by him or her, and the average of the two values that are closest to each other shall be the Appraised Value. Before the issuance of a report by any Qualified Appraiser, each Qualified Appraiser shall advise the others of the value that will appear in his or her report to ensure that the determination of value made by any Qualified Appraiser is made with knowledge of the values determined by the other Qualified Appraisers. If there shall be only a single Qualified Appraiser (because you or we failed to appoint a Qualified Appraiser within the time provided), then the Appraised Value shall be the value determined by the single Qualified Appraiser.

(e) Cost of Appraisal. You and we shall equally bear the cost of the appraisal.

(f) Closing. Once the Appraised Value has been determined, we will have at least 60 days to prepare for the closing. We will be entitled to receive from you all customary representations and warranties given by you as the seller of the Acquired Assets and you must transfer good and clean title to the Acquired Assets, subject to any exceptions agreed to by us. We may deduct from the Appraised Value all amounts owed to us and our affiliates under this Agreement, any promissory note, and any other agreement between you and us or between you and our affiliates.

23. DISPUTE RESOLUTION. At our option, all claims or disputes between Franchisee and medspa810 Franchising, LLC (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and medspa810 Franchising, LLC (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth in Section 21(B) above, will be submitted first to mediation to take place in Princeton, New Jersey under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. 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 will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether we or our affiliates elect to exercise our option to submit such claim or dispute to mediation. Franchisee may not commence any action against medspa810 Franchising, LLC or its affiliates with respect to any such claim or dispute in any court unless we fail to exercise our option to submit such claim or dispute to mediation, or such 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. Our rights to mediation, as set forth herein, may be specifically enforced by us. Each party will bear its own cost of mediation and medspa810 Franchising, LLC and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 23 if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Marks, the System, or in any Confidential Information or other confidential information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Franchisee's payment obligations under this Agreement.

24. YOUR REPRESENTATIONS. YOU HEREBY REPRESENT THAT: (i) YOU HAVE NOT RECEIVED OR RELIED UPON ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS OR SUCCESS OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT, EXCEPT FOR ANY INFORMATION DISCLOSED IN THE FRANCHISE DISCLOSURE DOCUMENT; (ii) YOU HAVE NO KNOWLEDGE OF ANY REPRESENTATIONS BY US OR ANY OF OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR REPRESENTATIVES ABOUT THE BUSINESS CONTEMPLATED BY THIS AGREEMENT THAT ARE CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE FRANCHISE DISCLOSURE DOCUMENT; (iii) YOU RECEIVED (1) AN EXACT COPY OF THIS AGREEMENT AND ITS ATTACHMENTS AT LEAST FIVE (5) BUSINESS DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT IS EXECUTED; AND (2) OUR FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF (A) TEN (10) BUSINESS DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES OR (B) AT SUCH EARLIER TIME IN THE SALES PROCESS THAT YOU REQUESTED A COPY; (iv) YOU ARE AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND CONSEQUENTLY THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES; (v) YOU ARE AWARE OF THE FACT THAT WE MAY HAVE NEGOTIATED TERMS OR OFFERED CONCESSIONS TO OTHER FRANCHISEES AND WE HAVE NO OBLIGATION TO OFFER YOU THE SAME OR SIMILAR NEGOTIATED TERMS OR CONCESSIONS; AND (vi) YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND RECOGNIZE THAT IT INVOLVES BUSINESS RISKS, MAKING THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR OWN BUSINESS ABILITIES, EFFORTS AND JUDGMENTS, AND THE SERVICES OF YOU AND THOSE YOU EMPLOY.

25. GENERAL PROVISIONS

25.1. Governing Law. Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement and the franchise relationship shall be governed by the laws of the State of New Jersey (without reference to its principles of conflicts of law), but any law of the State of New Jersey that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

25.2. Venue. Subject to Section 23 of this Agreement, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction closest to Princeton, New Jersey or, if appropriate, the United States District Court for the District of New Jersey (unless settled by the parties after such action is initiated). You acknowledge that this Agreement has been entered into in the State of New Jersey, and that Franchisee is to receive valuable and continuing services emanating from our headquarters in New Jersey, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, you hereby irrevocably consent to the personal jurisdiction of the state and federal courts of New Jersey as set forth in this Section.

25.3. Relationship of the Parties. You understand and agree that nothing in this Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Business. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other, or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement.

25.4. Severability and Substitution. Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise or covenant in this Agreement is unreasonable and unenforceable: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable.

25.5. Waivers. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall be without prejudice to any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory specification, standard, or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other medspa810 franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Agreement.

25.6. Approvals. Whenever this Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. You are not entitled to any other relief or damages for our denial of approval.

25.7. Force Majeure. Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of force majeure, including strikes, lockouts, casualties, acts of God, global health pandemics, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

25.8. Binding Effect. This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement; provided, however, that the additional insureds listed in Section 16.1 and the Indemnified Parties are intended third party beneficiaries under this Agreement with respect to Section 16.1 and Section 19, respectively.

25.9. Integration. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY SECTION 12.2 AND SECTION 25.4, BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any e-mail correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachment(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or

by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document.

25.10. Covenant of Good Faith. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties 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.

25.11. Rights of Parties are Cumulative. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

25.12. Survival. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire, including, without limitation, Section 14, Section 15, Section 17, Section 19, Section 22, Section 23 and Section 25.

25.13. Construction. The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine and the possessive.

25.14. Time of Essence. Time is of the essence in this Agreement and every term thereof.

25.15. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

25.16. Notice. All notices given under this Agreement must be in writing, delivered by hand, email (to the last email address provided by the recipient) or first class mail, to the following addresses (which may be changed upon 10 business days prior written notice):

US: medspa810 Franchising, LLC
47 Hulfish Street, Suite 305
Princeton, NJ 08542

WITH A COPY TO: Attn: William R. Graefe
Fisher Zucker, LLC
21 South 21st Street
Philadelphia, Pennsylvania 19103

YOU: As set forth below your signature on this Agreement

Notice shall be considered given at the time delivered by hand, or one (1) business day after sending by fax, e-mail or comparable electronic system, or three (3) business days after placed in the mail, postage prepaid, by certified mail with a return receipt requested.

The parties to this Agreement have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:

medspa810 Franchising, LLC, a Delaware limited liability company

By:_____
Name:_____
Its:_____

YOU (If you are an entity):

_____,
a(n)_____

By:_____
Name:_____
Its:_____

YOU (If you are not an entity):

_____
Name:_____

_____
Name: _____

_____
Name: _____

_____
Name: _____

Franchisee's Principal Business Address:

_____
_____
_____
_____

ATTACHMENT "A"

TO FRANCHISE AGREEMENT

DEFINITIONS

"Account" is defined in Section 14.9.

"Acquisition" means either (i) a competitive or non-competitive company, franchise system, network or chain directly or indirectly acquiring us, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise or (ii) us directly or indirectly acquiring another competitive or non-competitive company, franchise system, network or chain, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise.

"Acquired Assets" is defined in Section 22.2.

"Agencies" is defined in Section 22.1(ix).

"Agreement" is defined in the Introductory Paragraph.

"Alternative Channels of Distribution" means all channels of distribution other than retail sales made to customers from a medspa810 business, including, but not limited to: (i) sales through direct marketing, such as over the Internet or through catalogs or telemarketing; (ii) sales through retail stores that do not operate under the Marks, such as beauty stores, unaffiliated spas or department stores; and (iii) sales made at wholesale.

"Appraisal Date" is defined in Section 22.2.

"Appraised Value" is defined in Section 22.2.

"Brand Protection Agreement" means our form of Brand Protection Agreement, the most current form of which is attached to this Agreement as ATTACHMENT "F".

"Business" is defined in Section 2.

"Claim" or *"Claims"* means any and all claims, actions, demands, assessments, litigation, or other form of regulatory or adjudicatory procedures, claims, demands, assessments, investigations, or formal or informal inquiries.

"Competitive Business" means any business competitive with us (or competitive with any of our affiliates or our franchisees) that provides massage services, cosmetic laser and skin services, body contouring, aesthetics, and/or injectables, or that provides and other of the services we authorize System medspa(s) to provide, to the general public.

"Confidentiality Agreement" means our form of Confidentiality Agreement, the most current form of which is attached to this Agreement as ATTACHMENT "G".

"Copyrights" means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow medspa810 franchisees to use, sell or display in connection with the marketing and/or operation of a medspa810 business, whether now in existence or created in the future.

"Designated Territory" is defined in Section 3.

"Dispute" is defined in Section 23.

"Effective Date" is defined in the Introductory Paragraph.

"Entity" means a corporation, partnership, limited liability company or other form of association.

"General Release" means our current form of general release of all claims against us and our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities.

"Gross Revenues" means the total selling price of all services and products sold at or sold from or through your

Business, including the full redemption value of any gift certificate or coupon sold for use at the Business (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from this calculation) and all other income related to the operation of your Business, whether for cash or credit and regardless of collection of credit. Gross Revenues do not include: (i) amount of any tax imposed by any federal, state, municipal, or other governmental authority directly on sales and collected from customers, provided the amount of any such tax is shown separately and paid by Franchisee to the appropriate governmental authority; and (ii) all customer refunds, discounts and coupons authorized by us, and credits made by the Business (exclusions will include no reductions for credit card user fees, returned checks, or reserves for bad credit or doubtful accounts). Gross Revenues shall be deemed received by you when the services or products from which they were derived are delivered or rendered, or when the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer's personal check) has been received by you. Gross Revenues from products or services bartered shall be valued at the retail prices applicable and in effect when they are received.

"Improvements" is defined in Section 18.5.

"Indemnified Party" or *"Indemnified Parties"* means us and each of our past, present and future owners, members, officers, directors, employees and agents, as well as our parent companies, subsidiaries and affiliates, and each of their past, present and future owners, members, officers, directors, employees and agents.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

"Interim Manager" is defined in Section 8.6.

"Interim Term" is defined in Section 4.3.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a medspa810 business, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual.

"Losses and Expenses" means all compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against Claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs, damages, liabilities and expenses associated with any of the foregoing losses and expenses or incurred by an Indemnified Party as a result of a Claim.

"Managing Owner" means the Owner that you designate and we approve who is primarily responsible for the daily on-premises management and supervision of the Business.

"Manual" is defined in Section 6.1.

"Marks" means the logotypes, service marks, and trademarks that we license now or any time in the future in connection with the operation of your Business, including but not limited to, trade names, trade dress and other indicia of source that we license for use in connection with a System medspa.

"Marketing Campaign" is defined in Section 11.1.

"Owner" or *"Owners"* means any individual who owns a direct or indirect ownership interest in the franchise or the Entity that is the franchisee under this Agreement. "Owner" includes both passive and active owners.

"Permitted Transfer" means: (i) a Transfer from one Owner to another Owner who was an approved Owner prior to such Transfer, other than a Transfer by an Owner who is the Managing Owner that causes the Managing Owner to no longer hold any ownership interest in the franchise or franchisee Entity, as applicable; and/or (ii) a Transfer to a newly established Entity for which the Owners collectively own and control 100% of the ownership interests and voting power.

"Post-Term Restricted Period" means, with respect to you, a period of two (2) years after the termination, expiration or Transfer of this Agreement; provided, however, that if a court of competent jurisdiction determines that the two-year Post-Term Restricted Period is too long to be enforceable, then the "Post-Term Restricted Period"

means, with respect to you, a period of one (1) year after the termination, expiration or Transfer of this Agreement. "Post-Term Restricted Period" means, with respect to an Owner, a period of two (2) years after the earlier to occur of (i) the termination, expiration or Transfer of this Agreement or (ii) the Owner's Transfer of his or her entire ownership interest in the franchise or the Entity that is the franchisee, as applicable; provided, however, that if a court of competent jurisdiction determines that the two-year Post-Term Restricted Period is too long to be enforceable, then the "Post-Term Restricted Period" means, with respect to an Owner, a period of one (1) year after the earlier to occur of (i) the termination, expiration or Transfer of this Agreement or (ii) the Owner's Transfer of his or her entire ownership interest in the franchise or the Entity that is the franchisee, as applicable.

"Prohibited Activities" is defined in Section 15.3.

"Qualified Appraiser" is defined in Section 22.2.

"Restricted Designated Territory" means the geographic area within: (i) a 15 mile radius from your medspa (and including your medspa itself); and (ii) a 15 radius from all other medspa810 businesses that are operating or under construction as of the Effective Date and remain in operation or under construction during all or any part of the Post-Term Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Designated Territory is too broad to be enforceable, then the "Restricted Designated Territory" means the geographic area within a 15 mile radius from your medspa (and including your medspa itself).

"Site Selection Area" is defined in Sections 7.1.

"Successor Agreement" is defined in Section 4.1.

"System" means our distinct system for the operation of a medspa810 business, the distinctive characteristics of which include logo, trade secrets, distinct products and services, confidential manuals and operating system. The System also includes a template version of medical protocols that have been developed by our medical director that you (if a licensed healthcare professional) or your medical director must review, modify and adopt for your location.

"Term" is defined in Section 4.1.

"Transfer" means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree), assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of the franchise (or any interest therein), the Business (or any portion thereof) or an ownership interest in an Entity that is the franchisee, including by merger or consolidation, by issuance of additional securities representing an ownership interest in the Entity that is the franchisee, or by operation of law, will or a trust upon the death of an Owner (including the laws of intestate succession).

"We" or "us" is defined in the Introductory Paragraph.

"You" is defined in the Introductory Paragraph.

ATTACHMENT "B"

TO FRANCHISE AGREEMENT

SITE SELECTION AND DESIGNATED TERRITORY

A. Site Selection Area.

The Site Selection Area referenced in the Franchise Agreement shall consist of the following geographic area:

[_____]

* The Site Selection Area is not your territory and there are no protections associated with this area.

B. Approved Site.

Pursuant to Section 7.1 of the Franchise Agreement, we hereby approve the site listed below for the operation of your medspa810 business.

Approved address:

_____
_____

By signing below, you and we agree that the address identified in Part C above shall be deemed your approved site for your medspa810 business established and operated pursuant to the Franchise Agreement.

Franchisor	Franchisee
medspa810 Franchising, LLC	_____
By:_____	By:_____
Name:_____	Name:_____
Its:_____	Its:_____
Date: _____	Date: _____

C. Designated Territory.

The Designated Territory referenced in the Franchise Agreement shall consist of the following geographic area (as further depicted on the map attached on the following page):

[_____]

*** If there are any changes to the zip codes or other boundaries that define your Designated Territory during the term of the Franchise Agreement or any renewal term, then, unless otherwise agreed to by you and us in writing, the boundaries of your Designated Territory shall remain defined by the zip codes or other boundaries in effect as of the Effective Date and depicted on the map on the following page.

***If the Designated Territory is not identified seven days before this Agreement is signed, then we will issue a Designated Territory following our approval of your site.

ATTACHMENT "C"

TO FRANCHISE AGREEMENT

LEASE ADDENDUM

[See Attached]

Lease Addendum

THIS AGREEMENT dated this ___ day of _____, 20__ among medspa810 Franchising, LLC, a Delaware limited liability company, with principal offices at 47 Hulfish Street, Suite 305, Princeton, NJ 08542 (the "Franchisor"), _____, a(n)_____, with principal offices located at _____ (the "Landlord"), and _____, a(n)_____, with principal offices located at _____ (the "Tenant/Franchisee").

Introduction

A. On _____, the Tenant/Franchisee and the Franchisor entered a medspa810, Franchise Agreement (the "Franchise Agreement"). Under the Franchise Agreement, the Franchisor granted the Tenant/Franchisee the right, and the Tenant/Franchisee undertook the duty, to operate a medspa810 franchised business (the "Franchised Business") at the Premises (defined below).

B. Simultaneously with entering this Agreement, the Landlord and the Tenant/Franchisee are entering a lease agreement (the "Lease"). Under the Lease, the Tenant/Franchisee leases the premises described in Exhibit "A" (the "Premises").

C. To protect the Franchisor's rights and interests under the Franchise Agreement, the Landlord grants certain rights to the Franchisor under the Lease as set forth below.

Agreement

The parties, therefore, agree as follows:

1. Notices. At the same time such notices are sent to the Tenant/Franchisee, the Landlord must provide the Franchisor with copies of all written notices of default that it sends to the Tenant/Franchisee. The Landlord agrees to send such copies by first-class mail, postage prepaid, to the Franchisor at its address set forth above or such other address as the Franchisor may notify the Landlord in writing.

2. Right to Cure. If the Tenant/Franchisee defaults under the Lease, the Franchisor has the right (but not the duty) to cure such default within 15 days following the expiration of any applicable cure period. Furthermore, in such event, the Franchisor may immediately commence occupancy of the Premises as the tenant under the Lease without obtaining the Landlord's or Franchisee's consent. The Franchisor may thereafter assign the Lease to another medspa810 franchisee or to an entity owned and/or controlled by the Franchisor. If it does, the Franchisor must first obtain the Landlord's written approval of the assignee. The Landlord, however, must neither unreasonably withhold nor delay its approval thereof. The Landlord will acknowledge any such assignment in writing. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

3. Right to Assign. At any time (including, without limitation, upon the expiration or sooner termination of the Franchise Agreement) without the Landlord's prior consent, the Tenant/Franchisee may assign the Lease to the Franchisor. In such event, the Franchisor may thereafter assign the Lease to another medspa810 franchisee or to an entity owned and/or controlled by the Franchisor. If it does, the Franchisor must first obtain the Landlord's written approval of the assignee. The Landlord, however, must neither unreasonably withhold nor delay its approval thereof. The Landlord will acknowledge any such assignment in writing. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

4. Right of First Refusal. The Landlord agrees that upon the expiration or termination of the Lease, the

Franchisor shall have the first right of refusal to lease the Premises as the new tenant.

5. Expiration or Termination of Franchise Agreement. The Landlord agrees that the expiration or termination of the Franchise Agreement shall constitute a default under the Lease, giving the Franchisor the right, but not the obligation, to cure such default by succeeding to Tenant/Franchisee's interests under the Lease in accordance with Section 2 above.

6. Acknowledgement of Rights. The Landlord acknowledges the Franchisor's rights under the Franchise Agreement to enter the Premises to: (i) make any modifications or alterations necessary in the Franchisor's sole discretion to protect its franchise system and its trademarks without being guilty of trespass or any other tort or crime; and (ii) remove any trade fixtures, interior or exterior signs and other items bearing the Franchisor's trademarks or service marks upon the expiration or termination of the Franchise Agreement.

7. Modification of Lease. Without the Franchisor's prior written consent, the Landlord and the Tenant/Franchisee may not amend, modify, supplement, terminate, renew or extend the Lease.

8. Miscellaneous.

a. In the event of any inconsistency between the terms of this Agreement and the terms of the Lease, the terms of this Agreement control.

b. All of the terms of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns.

c. The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Agreement and making specific reference to this Agreement.

d. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Confirmation of execution by telex or by telecopy facsimile signature page is binding upon any party so confirming or telecopying.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Agreement has been executed the date and year first above written.

FRANCHISOR:

medspa810 Franchising, LLC, a Delaware limited liability company

By:_____
Name:_____
Its:_____

LANDLORD:

_____, (a)n _____
_____

By:_____
Name:_____
Its:_____

TENANT/FRANCHISEE:

_____, (a)n _____
_____

By:_____
Name:_____
Its:_____

EXHIBIT “A” TO LEASE ADDENDUM

DESCRIPTION OF PREMISES

_____

_____

_____

ATTACHMENT "D"

TO FRANCHISE AGREEMENT

PERSONAL GUARANTEE

[See Attached]

PERSONAL GUARANTEE

This Personal Guarantee (this "Agreement") is entered into by: (i) each of the undersigned owners of Franchisee (defined below); and (ii) the spouse of each such owner, in favor of medspa810 Franchising, LLC, a Delaware limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement. Each signatory to this Agreement is referred to as "you".

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"*Competitive Business*" means any business competitive with us (or competitive with any of our affiliates or our franchisees) that provides cosmetic laser and skin services, body contouring, aesthetics, and/or injectables to the general public.

"*Copyrights*" means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow medspa810 franchisees to use, sell or display in connection with the marketing and/or operation of a medspa810 business, whether now in existence or created in the future.

"*Franchise Agreement*" means the medspa810 Franchise Agreement executed by Franchisee with an effective date of _____.

"*Franchised Business*" means the medspa810 business operated by Franchisee pursuant to the Franchise Agreement.

"*Franchisee*" means _____.

"*Improvements*" means any additions, modifications or improvements to (i) the goods or services offered at a medspa810 business, (ii) the method of operation of a medspa810 business or (iii) any marketing or promotional ideas relating to a medspa810 business, whether developed by you, Franchisee or any other person.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a medspa810 business, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual.

"*Manual*" means our confidential brand standards manual for the operation of a medspa810 business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a medspa810 business, including "medspa810," and any other trademarks, service marks or trade names that we designate for use in a medspa810 business. The term "Marks" also includes any distinctive trade dress used to identify a medspa810 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 any customer of ours (or of one of our affiliates or franchisees) to transfer their business to Owner or to any other person that is not then a franchisee of ours.

"*Restricted Period*" means the two (2) year period after the earliest to occur of the following: (i) the termination or expiration of the Franchise Agreement; (ii) the date on which Franchisee assigns the Franchise Agreement to another person with respect to whom neither you nor your spouse holds any direct or indirect ownership interest; or (iii) the date on which you cease to be an owner of Franchisee or your spouse ceases to be an owner of Franchisee, as applicable; 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 (1) year period after the earliest to occur of the following: (i) the termination or expiration of the Franchise Agreement; (ii) the date on

which Franchisee assigns the Franchise Agreement to another person with respect to whom neither you nor your spouse holds any direct or indirect ownership interest; or (iii) the date on which you cease to be an owner of Franchisee or your spouse ceases to be an owner of Franchisee, as applicable.

"*Restricted Designated Territory"* means the geographic area within: (i) a 15 mile radius from Franchisee's Franchised Business (and including the Franchised Business premises itself); and (ii) a 15 radius from all other medspa810 businesses that are operating or under construction as of the Effective Date and remain in operation or under construction during all or any part of the Post-Term Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Designated Territory is too broad to be enforceable, then the "Restricted Designated Territory" means the geographic area within a 15 mile radius from Franchisee's Franchised Business (and including the Franchised Business premises itself).

"*System"* means our distinct system for the operation of a medspa810 business, the distinctive characteristics of which include logo, trade secrets, distinct products and services, confidential manuals and operating system. The System also includes a template version of medical protocols that have been developed by our medical director that you (if a licensed healthcare professional) or Franchisee's medical director must review, modify and adopt for your location.

2. Background. In your capacity as an owner of Franchisee, or the spouse of an owner of Franchisee, you may gain knowledge of our System and Know-how. 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 unfairly compete with us. In addition, you understand that certain terms of the Franchise Agreement apply to "owners" and not just Franchisee. You agree to comply with the terms of this Agreement In order to: (i) avoid damaging our System by engaging in unfair competition; and (ii) bind yourself to the terms of the Franchise Agreement applicable to owners.

3. Brand Protection Covenants.

(a) Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the Franchised 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 an owner of Franchisee or your spouse is an owner of Franchisee, as applicable. You further agree that you will not use the Intellectual Property for any purpose other than the development and operation of the Franchised Business pursuant to the terms of the Franchise Agreement and Manual. You agree to assign to us or our designee, without charge, all rights to any Improvement developed by you, including the right to grant sublicenses. If applicable law precludes you from assigning ownership of any Improvement to us, then such Improvement shall be perpetually licensed by you to us free of charge, with full rights to use, commercialize, and sublicense the same.

(b) Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are an owner of Franchisee or while your spouse is an owner of Franchisee, as applicable, by engaging in any Prohibited Activities.

(c) 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 Designated 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 (any such extension of time will not be construed as a waiver of your breach or otherwise impair any of our rights or remedies relating to your breach).

(d) 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., parent, sibling, child, 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.

(e) 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.** Although you and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area, we may at any time unilaterally modify the terms of the system protection covenants in Section 3 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 Designated Territory and/or reducing the scope of any other covenant imposed upon you under Section 3 of this Agreement to ensure that the terms and covenants are enforceable under applicable law

(f) Breach. You agree that failure to comply with the covenants in this Section 3 will cause substantial and irreparable damage to us and/or other medspa810 franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants 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 Section 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.

4. Transfer Restrictions. If you are an owner of Franchisee, you acknowledge that we must approve all persons who hold a direct or indirect ownership interest in Franchisee. Accordingly, you agree that you will not, directly or indirectly or by operation of law, sell, assign, mortgage, pledge or in any manner transfer any direct or indirect ownership interest in Franchisee except in accordance with the terms and conditions set forth in Section 20.2 of the Franchise Agreement.

5. Financial Security. In order to secure Franchisee's financial obligations under the Franchise Agreement and all ancillary agreements executed by Franchisee in connection with the Franchise Agreement, including, but not limited to, any agreement for the purchase of goods or services from us or an affiliate of ours and any promissory note related to payments owed to us (collectively, the "Secured Agreements"), you, jointly and severally, personally and unconditionally: (a) guarantee to us and our successor and assigns, that Franchisee shall punctually fulfil all of its payment and other financial obligations under the Secured Agreement; and (b) agree to be personally bound by, and personally liable for, each and every monetary provision in the Secured Agreements. You waive: (1) acceptance and notice of acceptance by us of the foregoing undertakings; (2) notice of demand for payment of any indebtedness guaranteed; (3) protest and notice of default to any party with respect to the indebtedness guaranteed; (4) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed. You agree that: (1) your direct and immediate liability under this guaranty shall be joint and several with Franchisee and all other signatories to this Agreement; (2) you will render any payment required under the Secured Agreements upon demand if Franchisee fails or refuses punctually to do so; (3) your liability shall not be contingent or conditioned upon pursuit by us of any remedies

against Franchisee or any other person; and (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guarantee, which shall be continuing and irrevocable during the term of each of the Secured Agreements and following the termination, expiration or transfer of each of the Secured Agreements to the extent any financial obligations under any such Secured Agreements survive such termination, expiration or transfer. This guaranty will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Secured Agreements by a trustee of Franchisee. Neither your obligation to make payment in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

6. Dispute Resolution. Any dispute between the parties relating to this Agreement shall be brought in accordance with the dispute resolution procedures set forth in the Franchise Agreement. Notwithstanding the foregoing, if any of the dispute resolution procedures set forth in the Franchise Agreement conflict with any of the terms of this Agreement, the terms of this Agreement shall prevail. **You acknowledge and agree that a breach of this Agreement by you shall constitute a material event of default under the Franchise Agreement, permitting us to terminate the Franchise Agreement in accordance with the terms thereof.**

7. Miscellaneous.

(a) If either party hires an attorney or files suit against the other party relating to or alleging a breach of this Agreement, the losing party agrees to pay the prevailing party's reasonable attorneys' fees and costs incurred in connection with such breach.

(b) This Agreement will be governed by, construed and enforced under the laws of New Jersey and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(c) Any claim, defense or cause of action that 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.

(d) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that 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.

(e) You agree that we may deliver to you any notice or other communication contemplated by this Agreement in the same manner and to the same address listed in the notice provisions of the Franchise Agreement and any such delivery shall be deemed effective for purposes of this Agreement. You may change the address to which notices must be sent by sending us a written notice requesting such change, which notice shall be delivered in the manner and to the address listed in the Franchise Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date or dates set forth below.

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

ATTACHMENT "E"

TO FRANCHISE AGREEMENT

ACH AUTHORIZATION FORM

[See Attached]

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 medspa810 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.

ATTACHMENT "F"

TO FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT

[See Attached]

BRAND PROTECTION AGREEMENT

This Agreement (this "Agreement") is entered into by the undersigned ("you") in favor of medspa810 Franchising, LLC, a Delaware 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:

"*Competitive Business*" means any business competitive with us (or competitive with any of our affiliates or our franchisees) that provides cosmetic laser and skin services, body contouring, aesthetics, and/or injectables to the general public.

"*Copyrights*" means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow medspa810 franchisees to use, sell or display in connection with the marketing and/or operation of a medspa810 business, whether now in existence or created in the future.

"*Franchisee*" means the medspa810 franchisee for whom you are an officer, director, employee or independent contractor.

"*Improvements*" means any additions, modifications or improvements to (i) the goods or services offered at a medspa810 business, (ii) the method of operation of a medspa810 business or (iii) any marketing or promotional ideals relating to a medspa810 business, whether developed by you, Franchisee or any other person.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a medspa810 business, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual.

"*Manual*" means our confidential brand standards manual for the operation of a medspa810 business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a medspa810 business, including "medspa810," and any other trademarks, service marks or trade names that we designate for use in a medspa810 business. The term "Marks" also includes any distinctive trade dress used to identify a medspa810 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 (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 (2) year period after you cease to be an officer, director, employee or independent contractor of Franchisee; 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 (1) year period after you cease to be an officer, director, employee or independent contractor of Franchisee.

"*Restricted Designated Territory*" means the geographic area within: (i) a 15 mile radius from Franchisee's medspa810 center (and including the center premises itself); and (ii) a 15 radius from all other medspa810 businesses that are operating or under construction as of the Effective Date and remain in operation or under construction during all or any part of the Post-Term Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Designated Territory is too broad to be enforceable, then the "Restricted Designated Territory" means the geographic area within a 15 mile radius from Franchisee's medspa810 center (and including the center premises itself).

"*System*" means our distinct system for the operation of a medspa810 business, the distinctive characteristics

of which include logo, trade secrets, distinct products and services, confidential manuals and operating system. The System also includes a template version of medical protocols that have been developed by our medical director that Franchisee's medical director must review, modify and adopt for your location.

2. Background. You are an officer, director, employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. 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 unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the medspa810 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 an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are an officer, director, employee or independent contractor of Franchisee 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 Designated 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, 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 medspa810 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 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 hire an attorney or file suit 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 New Jersey 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. In the event that 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 Designated 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.

This Brand Protection Agreement is executed as of the date or dates set forth below.

RESTRICTED PARTY

By: _____

Name: _____

Date: _____

By signing below, I hereby affirm that I witnessed the person named above execute this Agreement on the date set forth below his or her name.

WITNESS

By: _____

Name: _____

Date: _____

ATTACHMENT "G"

TO FRANCHISE AGREEMENT

CONFIDENTIALITY AGREEMENT

[See Attached]

CONFIDENTIALITY AGREEMENT

This Agreement (this "Agreement") is entered into by the undersigned ("you") in favor of medspa810 Franchising, LLC, a Delaware 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 has secured common law or registered copyright protection and that we allow medspa810 franchisees to use, sell or display in connection with the marketing and/or operation of a medspa810 business, whether now in existence or created in the future.

"*Franchisee*" means the medspa810 franchisee for whom you are an officer, director, employee or independent contractor.

"*Improvements*" means any additions, modifications or improvements to (i) the goods or services offered at a medspa810 business, (ii) the method of operation of a medspa810 business or (iii) any marketing or promotional ideals relating to a medspa810 business, whether developed by you, Franchisee or any other person.

"*Intellectual Property*" means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

"*Know-how*" means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a medspa810 business, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual.

"*Manual*" means our confidential brand standards manual for the operation of a medspa810 business.

"*Marks*" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a medspa810 business, including "medspa810," and any other trademarks, service marks or trade names that we designate for use in a medspa810 business. The term "Marks" also includes any distinctive trade dress used to identify a medspa810 business, whether now in existence or hereafter created.

"*System*" means our distinct system for the operation of a medspa810 business, the distinctive characteristics of which include logo, trade secrets, distinct products and services, confidential manuals and operating system. The System also includes a template version of medical protocols that have been developed by our medical director that Franchisee's medical director must review, modify and adopt for your location.

2. Background. You are an officer, director, employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. 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 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 medspa810 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 an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. 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, 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 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.

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 the terms of this Agreement will cause substantial and irreparable damage to us and/or other medspa810 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 or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

(e) If we hire an attorney or file suit 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.

(f) This Agreement will be governed by, construed and enforced under the laws of New Jersey and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(g) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that 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.

This Confidentiality Agreement is executed as of the date set forth below.

RESTRICTED PARTY

By: _____

Name: _____

Date: _____

By signing below, I hereby affirm that I witnessed the person named above execute this Agreement on the date set forth below his or her name.

WITNESS

By: _____

Name: _____

Date: _____

EXHIBIT "D"

TO DISCLOSURE DOCUMENT

AREA DEVELOPMENT AGREEMENT

[See Attached]

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") entered into this ___ day of _____, 20__, between: (i) medspa810 Franchising, LLC, a Delaware limited liability company, with its principal business address at 47 Hulfish Street, Suite 305, Princeton, NJ 08542 (hereafter "Franchisor"); and (ii) _____, a/an _____ with an address at _____ (hereinafter "Developer").

Background

A. Franchisor and its affiliate/principals, as a result of the expenditure of time, skill, effort, and money, have developed and own a unique system (the "System") related to the development and operation of a medspa that offers neuro-toxin, filler and PRP injections, clinical skincare services, cosmetic energy-based skin revitalization procedures, laser hair reduction, non-invasive body contouring procedures, massage services and other minimally to non-invasive cosmetic procedures and sell related products and services (collectively, the "Approved Products and Services"), utilizing the System and Marks (each, a "Medspa" or a "Franchised Business").

B. Franchisor's System is comprised of various proprietary and, in some cases, distinguishing elements, including without limitation: proprietary methodology and procedures for the establishment and operation of a Medspa; site selection guidance and criteria; specifications for the design, layout and construction of the interior of the Medspa; standards and specifications for the furniture, fixtures and equipment located within a Medspa; established relationships with approved or designated suppliers for certain products and services; and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Medspa. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor's related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information which makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals that are proprietary and confidential.

C. The System and Franchised Businesses are identified by the mark MEDSPA810, as well as certain other trade names, trademarks, service marks and trade dress that Franchisor designates for use in connection with each Medspa (collectively, the "Marks"), all of which Franchisor may modify, update, supplement or substitute in the future as Franchisor deems appropriate. The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Marks, expertise, and System.

D. Franchisor grants qualified third parties the right to develop multiple MEDSPA810 Franchised Businesses within a defined geographical area (the "Designated Marketing Area") in accordance with a development schedule that must be strictly adhered to, with each Medspa within the Designated Marketing Area being opened and operating utilizing the Marks and System pursuant to the terms and conditions set forth in a separate form of Franchisor's then-current franchise agreement (each, a "Franchise Agreement").

E. Developer recognizes the benefits from receiving the right to operate a MEDSPA810 Franchised Business and desires to: (i) become a multi-unit Medspa operator subject to the terms of this Agreement; and (ii) receive the benefits provided by Franchisor under this Agreement.

F. Developer has applied for the right to open and operate multiple MEDSPA810 Franchised Businesses within the Designated Marketing Area as set forth in this Agreement, and Franchisor has approved such application in reliance on Developer's representations made therein.

G. Developer hereby acknowledges that adherence to the terms of this Agreement, including Franchisor's operations manual and other System standards and specifications, are essential to the operation of all MEDSPA810 Franchised Businesses and our System as a whole.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Designated Marketing Area.** Franchisor grants Developer the right, and Developer undertakes the obligation, to develop and establish _____ Medspas within the Designated Marketing Area defined in Exhibit "A" hereto, provided Developer opens and commences operations of such Medspas in strict accordance with the mandatory development schedule also set forth in Exhibit "A" (the "Development Schedule") and otherwise subject to the terms and conditions set forth herein. During the term of this Agreement and except as provided herein, Franchisor will not open or operate, or license any third party the right to open or operate, any Medspas within the Designated Marketing Area.

2. **Development Fee.** Developer shall pay Franchisor a Development Fee equal to $_____ (the "Development Fee") for the right to develop the foregoing Franchised Businesses within the Designated Marketing Area under this Agreement, which is: (i) deemed fully earned upon payment and is not refundable under any circumstances; and (ii) payable immediately upon execution of this Agreement.

Designated Marketing AreaDesignated Marketing Area

2.5 The Development Fee and any project development service payments will be deemed fully earned and non-refundable upon execution of this Agreement.

Initials: _____

3. **Initial Franchise Agreement**. Contemporaneous with the execution of this Agreement, Developer must enter into Franchisor's current form of Franchise Agreement for the first Medspa that Developer is required to open within the Designated Marketing Area. In the event Developer is a business entity of any kind, then Developer's principals/owners must each execute the form of personal guaranty attached to the foregoing Franchise Agreement, as well as any additional Franchise Agreements described in Section 4 of this Agreement.

4. **Additional Franchise Agreements.** Developer agrees and acknowledges that it must: (i) enter into Franchisor's then-current form of Franchise Agreement for each additional Medspa that Developer is required to open under this Agreement; and (ii) enter into such Franchise Agreements at such times that are required for Developer to timely meet, and strictly adhere to, its obligations under the agreed upon Development Schedule.

5. **Development Obligations.** Developer must ensure that, at a minimum, Developer: (i) opens and commences operations of the initial new Medspa during each development period set forth in the Development Schedule (each, a "Development Period");and (ii) has the minimum cumulative number of Medspas open and operating at the expiration of each Development Period. The parties agree and

acknowledge that time is of the essence with respect to the foregoing development obligations, and that Developer's failure to comply with the Development Schedule is grounds for immediate termination of this Agreement (and any future development rights granted hereunder).

6. **Term and Termination.**

6.1 This Agreement will commence as of the date it is fully executed and, unless earlier terminated by Franchisor, will end on the earlier of (a) the last day of the calendar month that the final Medspa is required to be opened and operating under the Development Schedule or (b) the day the final Medspa is open. Upon expiration or termination of this Agreement for any reason, Developer will not have any rights within the Designated Marketing Area other than the territorial rights granted in connection with any Medspas that Developer has opened and commenced operating as of the date this Agreement is terminated or expires (under the respective Franchise Agreement(s) that Developer entered into for such Franchised Business(es)).

6.2 Franchisor will have the right, at its option, to terminate this Agreement and all rights granted to Developer hereunder, without affording Developer any opportunity to cure such default, effective upon written notice to Developer, upon the occurrence of any of the following events: (i) if Developer ceases to actively engage in development activities in the Designated Marketing Area or otherwise abandons its development business for three (3) consecutive months, or any shorter period that indicates an intent by Developer to discontinue development of the Medspas within the Designated Marketing Area; (ii) if Developer becomes insolvent or is adjudicated bankrupt, or if any action is taken by Franchisee, or by others against the Developer, under any insolvency, bankruptcy or reorganization act, or if Developer makes an assignment for the benefit or creditors or a receiver is appointed by the Developer; (iii) if Developer fails to meet its development obligations under the Development Schedule for any single Development Period, including any failure to pay any portion of the Development Fee and fails to cure such default within 30 days of receiving notice thereof; and (iv) if any Franchise Agreement that is entered into in order to fulfill Developer's development obligations under this Agreement is terminated or subject to termination by Franchisor, pursuant to the terms of that Franchise Agreement.

7. **Reservation of Rights.** Except as provided in Section 1 of this Agreement, the parties agree and acknowledge that the rights granted in this Agreement are non-exclusive and that Franchisor and its affiliates reserve all other rights not expressly granted to Developer herein.

8. **Post-Term Restrictive Covenants.** If this Agreement is terminated prior to its natural expiration for any reason, the parties agree and acknowledge that the geographic scope of the post-term non-compete described in the Initial Franchise Agreement shall also include (a) the Designated Market Area, and (b) a ten (10) mile radius around the perimeter of the Designated Market Area.

9. **Sale or Assignment.** Developer's rights under this Agreement are personal and Developer may not sell, transfer, or assign any right granted herein without Franchisor's prior written consent, which may be withheld in its sole discretion. Notwithstanding, if Developer is an individual or a partnership, Developer has the right to assign its rights under this Agreement to a corporation or limited liability company that is wholly owned by Developer according to the same terms and conditions as provided in Developer's initial Franchise Agreement. Franchisor has the right to assign this Agreement in whole or in part in its sole discretion.

10. **Notices**. All notices, requests and reports to be given under this Agreement are to be in writing, and delivered by either hand, overnight mail, or certified mail, return receipt requested, prepaid, to the addresses set forth above (which may be changed by written notice).

11. **Choice of Law.** This Agreement will be governed by the laws of the State of New Jersey (without reference to its conflict of laws principals).

12. **Internal Dispute Resolution.** Developer must first bring any claim or dispute between Developer and Franchisor to Franchisor's President, after providing Franchisor with notice of and a reasonable opportunity to cure an alleged breach hereunder. Developer must exhaust this internal dispute resolution procedure before bringing a dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

13. **Mediation**. At Franchisor's option, all claims or disputes between Franchisor and Developer or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisor and Developer or its affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth in Section 12 above, must be submitted first to mediation, in Princeton, New Jersey under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Developer must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Developer as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Developer may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such 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 Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. This agreement to mediate will survive any termination or expiration of this Agreement. The parties agree that there will be no class action mediation.

14. **Injunctive Relief.** Nothing contained in this Agreement herein will prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests prior to the filing of any mediation proceeding or pending the trial or handing down of a decision or award pursuant to any mediation proceeding conducted hereunder.

15. **Jurisdiction and Venue.** Subject to Sections 13 and 14 above, the parties expressly agree to the jurisdiction and venue of any state court of general jurisdiction closest to Princeton, New Jersey and the jurisdiction and venue of the United States District Court for the District of New Jersey. Developer acknowledge that this Agreement has been entered into in the State of New Jersey, and that Developer will receive valuable and continuing services emanating from Franchisor's headquarters in New Jersey, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Developer hereby irrevocably consents to the personal jurisdiction of the state and federal courts of New Jersey set forth above.

16. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third party beneficiaries of this Agreement and the dispute resolution procedures contained herein, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by Developer.

17. **Jury Trial Waiver.** With respect to any proceeding not subject to mediation, the parties hereby agree to waive trial by jury in any action, proceeding or counterclaim, whether at law or equity, regardless of which party brings suit. This waiver will apply to any matter whatsoever between the parties hereto which arises out of or is related in any way to this Agreement, the performance of either party, and/or Developer's purchase from Franchisor of the development rights described herein.

18. **Waiver of Punitive Damages.** Developer waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which Developer may have against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, Developer's recovery will be limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

19. **Attorneys' Fees.** If either party institutes any judicial or mediation proceeding to enforce any monetary or nonmonetary obligation or interpret the terms of this Agreement and Franchisor prevails in the action or proceeding, Developer will be liable to Franchisor for all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

20. **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Agreement will not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default will not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Agreement will be cumulative. Franchisor's election to exercise any remedy available by law or contract will not be deemed a waiver or preclude exercise of any other remedy.

21. **Severability.** The parties agree that if any provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision will have the meaning, which renders it valid and enforceable. The provisions of this Agreement are severable, and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions will be enforced to the extent that they are valid and enforceable. If any material provision of this Agreement will be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Agreement.

22. **Construction of Language.** The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Developer, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

23. **Successors**. References to "Franchisor" or "Developer" include the respective parties' successors, assigns or transferees, subject to the limitations of Section 8 of this Agreement.

24. **Additional Documentation.** You must from time to time, subsequent to the date first set forth above, at Franchisor's request and without further consideration, execute and deliver such other documentation or agreements and take such other action as Franchisor may reasonably require in order to effectuate the transactions contemplated in this Agreement. In the event that Developer fails to comply

with the provisions of this Section, Developer hereby appoints Franchisor as Developer's attorney-in-fact to execute any and all documents on Developer's behalf, as reasonably necessary to effectuate the transactions contemplated herein.

25. **No Right to Offset.** Developer may not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of the alleged nonperformance of Franchisor or any of its affiliates or as an offset against any amount Franchisor or any of its affiliates may owe or allegedly owe Developer under this Agreement or any related agreements.

26. **State Law Applies.** If any provision of this Agreement, including but not limited to its provisions for transfer, renewal, termination, notice of termination, or cure rights, is inconsistent with any valid law or regulation of the state in which Developer's initial Medspa is located, then the valid law or regulation of that state applicable to the franchised business will supersede any provision of this Agreement that is less favorable to Developer.

27. **Entire Agreement**. This Agreement contains the entire agreement between the parties concerning Developers' development rights within the Designated Marketing Area; no promises, inducements or representations (other than those in the Franchise Disclosure Document) not contained in this Agreement have been made, nor will any be of any force or effect, or binding on the parties. Modifications of this Agreement must be in writing and signed by both parties. Franchisor reserves the right to change Franchisor's policies, procedures, standards, specifications or manuals at Franchisor's discretion. In the event of a conflict between this Agreement and any Franchise Agreement(s), the terms, conditions and intent of this Agreement will control. Nothing in this Agreement, or any related agreement, is intended to disclaim any of the representations Franchisor made to Developer in the Franchise Disclosure Document that Franchisor provided to Developer.

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISOR:

MEDSPA810 FRANCHISING, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

DEVELOPER:

_____

IF AN INDIVIDUAL:

By: _____

Print Name: _____

Date: _____

Spouse Signature: _____

Spouse Name: _____

Date: _____

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A to DEVELOPMENT AGREEMENT

DESIGNATED MARKETING AREA AND DEVELOPMENT SCHEDULE

1. **Designated Marketing Area.** The Designated Marketing Area, as referred to in Section 1 of the Development Agreement, is described below (or an attached map) by geographic boundaries and will consist of the following area or areas:

_____

2. **Development Schedule.** The Development Schedule referred to in Section 1 of the Development Agreement is as follows:

Development Period	Expiration Date	Number of New Medspas Developer Must Open in Designated Marketing Area	Cumulative Number of Medspas Developer Must Have Open Within Designated Marketing Area
Initial Franchised Business	12 Months from Effective Date		
Second Franchised Business	24 Months from Effective Date		
Third Franchised Business	36 Months from Effective Date		
Fourth Franchised Business	Months from Effective Date		
Fifth Franchised Business	Months from Effective Date		
Sixth Franchised Business	___ Months from Effective Date		

APPROVED BY:

FRANCHISOR

MEDSPA810 FRANCHISING, LLC

By: _____

Name: _____

Title: _____

DEVELOPER

[INSERT NAME]

By: _____
[Name], [Title]

EXHIBIT "E"

TO DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF BRAND STANDARDS MANUAL

Operations Manual

Table of Contents

Operational Welcome Manual 1-14

Right Start Manual 14-27

Training Manual 28-96

Brand Standards and Vendors Manual 97-114

Spa Equipment Manual 115-150

Management | Hiring Staff Manual 151-229

Standard Daily Operations Manual 230-270

EXHIBIT "F"

TO DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Part A (Current Franchisees of December 31, 2020)

State	City	Address	Phone	Owner Name(s)
Arizona	Peoria	7541 W. Bell Road Suite #102 Peoria, Arizona 85382	(623) 570-5389	Andrea Jefferson & Shani McKee
Arizona	Scottsdale	10893 N. Scottsdale Rd. Scottsdale, Arizona 85254	(480) 588-6809	Andrea Jefferson & Shani McKee
Arizona*	Scottsdale	23425 N. Scottsdale Road Suite A4 Scottsdale, Arizona 85255	(480) 513-8813	Kristy Steck
Kentucky*	Louisville	4303 Summit Plaza Drive Louisville, Kentucky 40241	(502) 384-3328	Dr. Rahul Reddy

*These two (2) Franchised Businesses still operate under our prior Mark, SPA810, rather than our current primary Mark as of the Issue Date, MEDSPA810.

Part B (Former Franchisees Who Left System During Calendar Year Ending December 31, 2020)

State	City	Address	Phone	Owner Name(s)
Georgia	Atlanta	3535 Peachtree Rd. NE, Suite 530 Atlanta, Georgia 30326	(518) 366-4447	Amy Perrault
Texas*	To Be Determined	N/A – Never opened	(713) 344-0591	Marc Tatarsky

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

EXHIBIT "G"

TO DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

[See Attached]

Medspa810 Franchising, LLC

Financial Statements

With Independent Auditor's Report

December 31, 2020 and 2019

Medspa810 Franchising, LLC

Table of Contents

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Statements of operations	6
Statements of member's equity	7
Statements of cash flows	8
Notes to the financial statements	9

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Member
Medspa810 Franchising, LLC
Princeton, NJ 08540

Opinion

We have audited the accompanying financial statements of Medspa810 Franchising, LLC, which comprise the balance sheets as of December 31, 2020 and 2019, and the related statements of operations, member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Medspa810 Franchising, LLC as of December 31, 2020 and 2019, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

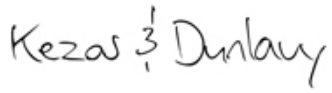
Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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



St. George, Utah
March 23, 2021

Medspa810 Franchising, LLC
Balance Sheets
As of December 31, 2020 and 2019

	2020	2019
Assets		
Current assets		
Cash and cash equivalents	$ 80,630	$ 368,016
Accounts receivable, net	28,318	37,886
Prepaid expenses	774	2,452
Member receivable	34,477	33,333
Note receivable, current	25,000	25,000
Total current assets	169,199	466,687
Non-current assets		
Intangible assets	108,809	136,325
Goodwill	491,936	552,800
Note receivable, non-current	41,667	66,667
Total non-current assets	642,412	755,792
Total assets	$ 811,611	$ 1,222,479
Liabilities and Member's Equity		
Current liabilities		
Accounts payable	$ 114,665	$ 51,275
Note payable	53,839	-
Deferred revenue, current	7,484	7,484
Total current liabilities	175,988	58,759
Non-current liabilities		
Deferred revenue, non-current	28,324	35,808
Total liabilities	204,312	94,567
Member's equity	607,299	1,127,912
Total liabilities and member's equity	$ 811,611	$ 1,222,479

The accompanying notes are an integral part of these financial statements

Medspa810 Franchising, LLC
Statements of Operations
For the years ended December 31, 2020 and 2019

	2020	2019
Operating revenue		
Initial franchise fee revenue	$ 7,484	$ 7,484
Royalty revenue	111,347	126,941
Marketing fees	125	9,790
Other revenue	-	10,000
Total operating revenue	118,956	154,215
Operating expenses		
Professional fees	252,028	362,585
Advertising and marketing	134,293	126,497
General and administrative	560,602	685,990
Amortization	88,380	77,657
Total operating expenses	1,035,303	1,252,729
Net operating loss	(916,347)	(1,098,514)
Other income (expense)		
Interest expense	(310)	-
Legal settlements	-	200,000
Bad debt expense	(24,553)	(13,962)
Other income	5,000	-
Total other income (expense)	(19,863)	186,038
Net loss	$ (936,210)	$ (912,476)

The accompanying notes are an integral part of these financial statements

Medspa810 Franchising, LLC
Statements of Member's Equity
For the years ended December 31, 2020 and 2019

Balance at January 17, 2019	$	-
Member's contributions		2,040,388
Net loss		(912,476)
Balance at December 31, 2019		1,127,912
Member's contributions		415,597
Net loss		(936,210)
Balance at December 31, 2020	$	607,299

The accompanying notes are an integral part of these financial statements

Medspa810 Franchising, LLC
Statements of Cash Flows
For the years ended December 31, 2020 and 2019

	2020	2019
Cash flows used in operating activities:		
Net loss	$ (936,210)	$ (912,476)
Adjustments to reconcile net income to net cash used by operating activities:		
Amortization	88,380	77,657
Bad debt	13,962	13,962
Change in operating assets and liabilities:		
Accounts receivable	(4,394)	(51,848)
Prepaid expenses	1,678	(2,452)
Member receivable	(1,144)	(33,333)
Accounts payable	63,390	51,275
Deferred revenue	(7,484)	(7,484)
Net cash used in operating activities	(781,822)	(864,699)
Cash flows from investing activities:		
Investment in note receivable	-	(100,000)
Payments received from note receivable	25,000	8,333
Purchase of intangible assets	-	(519,006)
Net cashed provided (used) by investing activities	25,000	(610,673)
Cash flows from financing activities:		
Contributions from member	415,597	1,843,388
Draws on note payable	53,839	-
Net cash provided by financing activities	469,436	1,843,388
Net change in cash and cash equivalents	(287,386)	368,016
Cash and cash equivalents at beginning of period	368,016	-
Cash and cash equivalents at end of period	$ 80,630	$ 368,016
Supplemental disclosures of cash flow		
Cash paid for interest	$ -	$ -
Non-cash financing and investing activities		
Portion of intangible assets paid for by member	$ -	$ 197,000

The accompanying notes are an integral part of these financial statements

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

(a) Nature of Business

Medspa810 Franchising, LLC was formed on November 30, 2018 as Spa810 Franchising, LLC in the State of Delaware, as a limited liability company, and commenced operations on January 17, 2019. On January 25, 2019, the Company completed an Asset Purchase Agreement to acquire certain intangible assets and franchise system from Spa 810, LLC. The franchise system provides cosmetic laser and skin services to the general public along with related products and services, in a retail store setting. On May 24, 2019, the Company changed its name to Medspa810 Franchising, LLC.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year. The Company has elected to use fresh-start reporting in accordance with ASC 852-10-45-20.

(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

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets, liabilities, revenues and expenses, and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with GAAP. Significant items subject to such estimates and assumptions include the carrying amount of property and equipment; valuation allowances for receivables, and estimated losses on settlements. 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, 2020 and 2019, the Company had cash and cash equivalents of $80,630 and $368,016, respectively.

(e) Receivables

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and upon provision/shipment and invoicing of services or materials from the Company's offices. Accounts receivable are recorded at the invoiced amount and do not bear interest although a finance charge may be applied to such receivables that are past the due date. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical collections, customers' current creditworthiness, age of the receivable balance both individually and in the aggregate, and general economic conditions that may affect the customer's ability to pay. All account balances are reviewed on an individual basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. When recoveries of receivables previously charged off are made, they are recognized as income when payment is received. As of December 31, 2020 and 2019, the Company had net accounts receivable of $28,318 and $37,886, respectively.

Contract receivables are recorded for amounts due based on contracts for franchise sales. Contract receivables are classified as current if they are due within one year of the balance sheet date and non-current for amounts due in more than one year. As of December 31, 2020 and 2019, the Company had no contracts receivable.

(f) Long Lived Assets

Long–lived assets, such as property and equipment, are recorded at cost and are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the difference between the carrying amount of the asset and the fair value of the asset. No impairment has been recognized to date.

(g) Revenue Recognition

The Company's revenues consist of fees from franchisees such as initial fees, royalties, renewal fees, transfer fees, and marketing fees. ASC 606, *Revenue from Contracts with Customers*, provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. Initial franchise fees and any direct costs related to the agreement are bifurcated, and the Company recognizes revenue attributable to site selection, initial training, and grand opening assistance when the franchisee has begun operations. The remaining initial fee is then recognized on a straight-line basis over the life of the agreement.

Continuing weekly royalty fees are recognized as revenue in the period earned. These royalty fees are based on the franchise agreement and are generally 7% of the franchisee's gross weekly receipts. The Company has the right to collect 2% of franchisee gross revenues for a national advertising fund.

(h) Income Taxes

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

The Company follows the guidance under Accounting Standards Codification ("ASC") Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 740 prescribes a more-like1y-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2020, the 2019 tax year is subject to examination.

(i) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, and accounts payable 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.

(j) Concentration of Risk

The Company maintains its cash in bank deposit accounts that 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) Intangible Assets and Goodwill

The Company has recorded intangible assets for franchise agreements purchased on January 25, 2019. These assets were purchased from Spa 810, LLC, which entered into bankruptcy under Chapter 11 of the United States Bankruptcy Code during 2018. On January 24, 2019, a Confirmation Order was approved by the United States Bankruptcy Court in which the Company purchased franchise agreements and area developer agreements along with all intangible assets associated with the Spa 810 franchise system. The Company's member provided the required funds to finalize the transaction on January 25, 2019. As part of the purchase, all claims and potential claims against the predecessor company have been expunged and therefore not acquired by the Company as part of the asset purchase.

The Company has valued these contracts based on a discounted cash flow model and has elected to amortize the asset over the useful life of each franchise agreement. As of December 31, 2020 and 2019, the Company determined there was no impairment of the assets. Identifiable intangibles assets consist of the following as of December 31, 2020 and 2019:

	2020	2019
Franchise agreements	$ 161,548	$ 161,548
Less: Accumulated Amortization	(52,739)	(25,223)
Intangible assets, net	$ 108,809	$ 136,325

The Company has recorded goodwill associated with the asset purchase agreement completed on January 24, 2019 and has elected to account for the goodwill under the private company guidelines in *ASC 350 – Accounting for Goodwill*. The goodwill will be amortized over a useful life of ten years and evaluated periodically for any indications of impairment. As of December 31, 2020 and 2019, goodwill consisted of the following:

	2020	2019
Goodwill	$ 608,592	$ 608,592
Less: Accumulated Amortization	(116,656)	(55,792)
Goodwill, net	$ 491,396	$ 552,800

Amortization expense for the years ended December 31, 2020 and 2019 was $88,380 and $77,657, respectively. Expected amortization expense for the coming five years is as follows:

For the year ended December 31,	
2021	$ 88,375
2022	88,375
2023	77,841
2024	74,299
2025	74,299
Thereafter	197,556
	$ 600,745

(3) Note Receivable

During the year ended December 31, 2019, the Company entered into mediation with a former franchisee desiring to end the former franchisee's franchise agreement. Under the terms of the mediation, the Company received a one-time payment of $100,000 in cash and a promissory note with a principal balance of $100,000. The note is receivable over 48 monthly payments of $2,083 and charges no interest. As of December 31, 2020 and 2019, the amount receivable on this note was $66,667 and $91,667, respectively.

(4) Related Party Transactions

During the year ended December 31, 2019, the Company made a loan to its parent. The loan is due upon demand and does not accrue interest. As of December 31, 2020 and 2019, the balance was $34,477 and $33,333, respectively.

(5) Deferred Revenue

The Company's franchise agreements generally provide for a payment of initial fees as well as continuing royalties, technology fees, and marketing fees to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate a location using the Medspa810 system for a period of ten years. Under the Company's revenue recognition policy, the Company allocates a portion of the initial franchise fee to initial training and site build-out, which is recognized when the franchisee begins operations. The remainder is deferred, and the revenue is amortized over the life of the contract.

Deferred revenue will be amortized on a straight-line basis over the life of the franchise agreement. The Company has estimated the following current and non-current portions of deferred revenue as of December 31, 2020 and 2019:

	2020	2019
Deferred revenue, current	$ 7,484	$ 7,484
Deferred revenue, non-current	28,324	35,808
	$ 35,808	$ 43,292

(6) Note Payable

On May 6, 2020, the Company entered into a note payable with a third-party financial institution as part of the Payroll Protection Program administered by the United States Small Business Administration ("SBA"). The loan has an initial principal balance of $53,839, accrues interest at an annual rate of 1%, and matures on May 6, 2022. As of December 31, 2020, the loan has a principal balance of $53,839. The Company expects the full balance to be forgiven during the year ended December 31, 2021 and has classified the outstanding balance as current.

(7) Member's Equity

The Company has a single member who contributed cash of $415,597 and $1,843,388 in the years ended December 31, 2020 and 2019, respectively. In addition, the member contributed intangible assets of $197,000 during the year ended December 31, 2019, which represents payments made to Spa810, LLC as part of the purchase price.

(8) 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.

A former franchisee has asserted claims for deceptive trade practices, misrepresentations, and breach of contract pursuant to a settlement demand letter dated March 24, 2020. No complaint has been filed but on October 6, 2020 the former franchisee filed a motion to reopen the Chapter 11 case in the United States Bankruptcy Court for the District of Arizona to assert these claims in that bankruptcy proceeding. The Company has opposed the motion to reopen the bankruptcy cases. Briefing is ongoing and the court has not ruled on the request. Management will contest any complaint filed by the former franchisee in the bankruptcy case, should it be reopened, or in any court in which such claims are filed. Management has undertaken efforts to obtain an out-of-court resolution through mediation, which was unsuccessful. As of the report date, the likelihood of a negative outcome cannot be estimated, nor can estimated damages.

On September 2, 2020, the Company filed an action for breach of contract, tortious interference with contractual relations and declaratory relief in the United States District Court for the District of Arizona (the "Lawsuit") against the former franchisee. The Lawsuit arises from the franchisee's breach of the express terms of a release contained in an agreement to terminate and modify the parties' business relationship, as well as the improper threat of litigation and demands for settlement based on assertions that the Company failed to perform its obligations under the parties' existing arrangement for the development of franchise regions in the State of Texas. The failure of the former franchisee to abide by the terms and conditions of a termination agreement, which include a general release of claims, has caused the Company to incur damages and attorneys' fees. The Company also seeks declaratory relief pursuant to the Federal Declaratory Judgments Act, 28 U.S.C. § 2201.

(9) Subsequent Events

In December 2019, a novel strain of coronavirus was reported in Wuhan, China. The World Health Organization has declared the outbreak to constitute a "Public Health Emergency of International Concern." The COVID-19 outbreak is disrupting supply chains and affecting production and sales across a range of industries. Management believes the pandemic has had a material effect on the Company's operations, reducing revenue from both new and existing franchisees. The full extent of the impact of COVID-19 on the Company's operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on customers, employees and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact the Company's financial condition or results of operations is uncertain.

Management has reviewed and evaluated subsequent events through March 23, 2021, the date on which the financial statements were issued.

THESE FINANCIAL STATEMENTS BELOW AS OF NOVEMBER 30, 2021 (BALANCE SHEET AND YEAR-TO-DATE PROFIT AND LOSS STATEMENT AS OF 11/30/2021) HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESS HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Medspa810 Franchising, LLC
Balance Sheet
As of November 30, 2021

		Nov 2021
ASSETS		
Current Assets		
Bank Accounts		
Bill.com Money In Clearing		0.00
Bill.com Money Out Clearing		0.00
Payroll Clearing Account		0.00
SVB-Medspa810 Agency		0.00
SVB-Medspa810 Franchising		87,461.26
SVB-Medspa810 Marketing		0.00
Total Bank Accounts	**$**	**87,461.26**
Accounts Receivable		
Accounts Receivable (A/R)		50,998.17
Total Accounts Receivable (A/R)	**$**	**69,577.70**
Accounts Receivable (A/R) - GBP		4,723.24
Total Accounts Receivable	**$**	**74,300.94**
Other Current Assets		
Accrued Revenue		0.00
Allowance for Doubtful Accounts		0.00
Intercompany Receivable		0.00
Note Receivable, Current		25,000.00
Prepaid Expense		40,028.48
Undeposited Funds		0.00
Total Other Current Assets	**$**	**65,028.48**
Total Current Assets	**$**	**226,790.68**
Other Assets		
Goodwill		608,592.00
Accumulated Amortization - Goodwill		-172,448.00
Total Goodwill	**$**	**436,144.00**
Intangible Assets		161,548.00
Accumulated Amortization - Intangible Assets		-77,962.00
Total Intangible Assets	**$**	**83,586.00**
Investment in Medspa810 International LLC		0.00
Note Receivable		20,833.42
Total Other Assets	**$**	**540,563.42**
TOTAL ASSETS	**$**	**767,354.10**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable (A/P)		234,183.19
Accounts Payable (A/P) - GBP		0.00
Total Accounts Payable	**$**	**234,183.19**

Other Current Liabilities		
Accrued Liabilities		0.00
Accrued Payroll		0.00
Payroll Tax Liability Deferral		-658.75
Payroll Tax Payable		486.00
Total Accrued Payroll	**-$**	**172.75**
Deferred Revenue, Current		7,484.00
Total Other Current Liabilities	**$**	**7,311.25**
Total Current Liabilities	**$**	**241,494.44**
Long-Term Liabilities		
Deferred Revenue		66,464.28
PPP Loan		0.00
PPP Interest		0.00
Total PPP Loan	**$**	**0.00**
Total Long-Term Liabilities	**$**	**66,464.28**
Total Liabilities	**$**	**307,958.72**
Equity		
Member's Distribution		-250,000.00
Member's Equity		1,560,339.66
Paid-in Capital		1,680,179.30
Retained Earnings		-1,853,320.18
Net Income		-677,803.40
Total Equity	**$**	**459,395.38**
TOTAL LIABILITIES AND EQUITY	**$**	**767,354.10**

Medspa810 Franchising, LLC
Profit and Loss Statement
January 1, 2021 through November 30, 2021

		Total YTD through 11/30/21
Income		
Initial Franchise Fees		6,236.40
Sales		111,935.84
Total Income	**$**	**118,172.24**
Cost of Goods Sold		
Web Hosting		10,550.00
Total Cost of Goods Sold	**$**	**10,550.00**
Gross Profit	**$**	**107,622.24**
Expenses		
Advertising/Promotional		0.00
Advertising & Marketing		91,975.90
Website Expenses		87.66
Total Advertising/Promotional	**$**	**92,063.56**
General and Administrative Expenses		0.00
Compensation Costs		0.00
Contractors		60,000.00
Payroll Processing Fees		2,047.85
Payroll Taxes		11,672.43
Salaries and Wages		145,875.00
Worker's Compensation		2,464.84
Total Compensation Costs	**$**	**222,060.12**
Other General and Administrative		0.00
Cell Phone / Internet		1,900.62
Insurance		17,088.41
Office Equipment		74.13
Office Supplies		2,571.72
SaaS / Subscriptions>$2500		8,061.83
Taxes & Licenses		1,013.44
Total Other General and Administrative	**$**	**30,710.15**
Professional Services		0.00
Accounting		22,773.16
Legal		314,221.47
Total Professional Services	**$**	**336,994.63**
Travel and Entertainment		0.00
Meals		635.57
Travel		0.00
Airfare		946.40
Ground Transportation		425.41
Lodging		2,762.88
Total Travel	**$**	**4,134.69**
Total Travel and Entertainment	**$**	**4,770.26**
Total General and Administrative Expenses	**$**	**594,535.16**

Total Expenses	**$**	**686,598.72**
Net Operating Income	**-$**	**578,976.48**
Other Income		
Other Income		53,529.00
Total Other Income	**$**	**53,529.00**
Other Expenses		
Unrealized Gain or Loss		0.00
Amortization		73,650.00
Bad Debts		0.00
Exchange Gain or Loss		3.13
Interest Expense		-309.97
Total Other Expenses	**$**	**73,343.16**
Net Other Income	**-$**	**19,814.16**
Net Income	**-$**	**598,790.64**

EXHIBIT "H"

TO DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

[See Attached]

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know medspa810 Franchising, LLC ("we" or "us), and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business (or right to develop multiple Franchised Businesses). 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 pay your franchise fee.** 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 on the back of this sheet.

Yes__	No__	l.	Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
Yes__	No__	2.	Have you received and personally reviewed the Franchise Disclosure Document we provided?
Yes__	No__	3.	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
Yes__	No__	4.	Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
Yes__	No__	5.	Did you receive the Franchise Disclosure Document at least 14 calendar days before signing any agreement relating to the franchise (other than a form of Non-Disclosure Agreement, if applicable) or paying any money?
Yes__	No__	6.	Have you had the opportunity to review the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?
Yes__	No__	7.	Have you discussed the benefits and risks of developing and operating a medspa810 franchise with an existing medspa810 franchisee?
Yes__	No__	8.	Do you understand the risks of developing and operating a medspa810 franchise?
Yes__	No__	9.	Do you understand the success or failure of your 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?
Yes__	No__	10.	Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated in New Jersey, if not resolved informally or by mediation?
Yes__	No__	11.	Do you understand that you must satisfactorily complete the initial training course before we will allow your franchised business to open or consent to a transfer?
Yes__	No__	12.	Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a medspa810 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?
Yes__	No__	13.	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, 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?

Yes__ No__ 14. 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 a medspa810 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?

Yes__ No__ 15. Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the medspa810 business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?

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)
Dated _____	Dated _____
_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Dated _____	Dated _____

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER]:

EXHIBIT "I"

TO DISCLOSURE DOCUMENT

GENERAL RELEASE (SAMPLE FORM)

[See Attached]

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (the "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 medspa810 Franchising, LLC, a Delaware limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (the "Agreement") pursuant to which Franchisee was granted the right to own and operate a medspa810 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. [_____] 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.

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. 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 New Jersey.

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. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

[Signature Page Follows]

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

STATE OF_____)
) ss.
County of_____)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____.

_____
Notary Public

My commission expires:
_____

Date _____ _____
Signature

_____
Typed or Printed Name

STATE OF_____)
) ss.
County of_____)

The foregoing instrument was acknowledged before me this ____ day of _____, by _____.

_____
Notary Public

My commission expires:
_____

EXHIBIT "J"

TO DISCLOSURE DOCUMENT

AREA REPRESENTATIVES

CURRENT AREA REPRESENTATIVES

NAME	AR TERRITORY	PHONE NUMBER	E-MAIL
DR. RAHUL REDDY	KENTUCKY	(502)724-8693	RAHUL.REDDY@SPA810.COM

****PLEASE NOTE THAT THIS AREA REPRESENTATIVE STILL OPERATES ITS AREA REPRESENTATIVE BUSINESS UTILIZING THE FORMER MARK SPA810.***

AREA REPRESENTATIVES THAT LEFT OUR SYSTEM IN THE PAST FISCAL YEAR ENDING DECEMBER 31, 2020

NAME	AR TERRITORY	PHONE NUMBER	E-MAIL

LITIGATION INVOLVING FORMER AREA REPRESENTATIVES

Freddy O'Pry, Ivan Dunatov and John Dunatov - California (NW LA, Riverside, San Bernadine, Orange / San Diego Imperial Valley, Sacramento and San Francisco)

A. Freddy O'Pry

Freddy O'Pry became an area representative in August of 2017. From October 2003 to present, he has been self-employed as President and CEO of Franchise Development.

medspa810 Franchising, LLC v. Strategic Franchise Regional Developments, LLC, John Dunatov and Freddy O'Pry, No. 2:20-cv-01722-DJH, United States District Court for the District of Arizona (filed September 2, 2020).

On September 2, 2020, the Company filed an action against defendants Strategic Franchise Regional Developments, LLC, John Dunatov and Freddy O'Pry for breach of contract, tortious interference with contractual relations and declaratory relief arising from the defendants' breach of the express terms of a release contained in an agreement to terminate and modify the parties' business relationship (the "Termination Agreement"). The action stems from the defendants' improper threat of litigation and demands for settlement based on assertions that the Company failed to perform its obligations under an existing and ongoing development arrangement for franchise regions in the State of Texas. The failure of Strategic and Dunatov to abide by the terms and conditions of the Termination Agreement, which included a general release of claims, has caused the Company to incur damages and attorneys' fees. The lawsuit also seeks declaratory relief, pursuant to the Federal Declaratory Judgments Act, 28 U.S.C. § 2201, which asks the court for a judicial declaration that the Company has not breached the Termination Agreement. On October 13, 2020, the defendants filed a motion to dismiss for lack of personal jurisdiction (as to defendant O'Pry only), lack of subject matter jurisdiction and failure to state a claim upon which relief can be granted. The defendants also filed a motion for sanctions against the Company and its attorneys, on the ground that Strategic is not properly named as a defendant, even though Strategic made a written

demand for settlement in March 2020 and participated in an unsuccessful mediation that took place in August 2020. Both of the defendants' motions are presently under advisement and awaiting rulings by the court.

Except as noted above, no litigation or bankruptcy information is required to be disclosed with respect to Freddy O'Pry.

B. Ivan Dunatov

Ivan Dunatov became an area representative in August of 2017. From September 2007 to January 2019, he was president of Phoenix Global Consulting Services, LLC in Scottsdale, Arizona.

In re: SPA 810, L.L.C. Case No. 2:18-bk-06718-DPC

Our predecessor SPA 810, L.L.C. (which offered medspa810 franchises from September 2012 through January 2019) filed a Chapter 11 voluntary petition in the United States Bankruptcy Court for the District of Arizona on June 11, 2018. The proceeding included its affiliate, Phoenix Global Consulting Services, Inc. At the time, Ivan Dunatov was the President of Phoenix Global Consulting Services, Inc. The debtor's principal address is 7950 E. Redfield Road, Suite 280, Scottsdale, Arizona 85260. On January 24 2019, the bankruptcy court approved the debtor's plan of reorganization that was originally proposed on August 4, 2018. As part of the approved plan, we (as designee of Princeton Franchise Partners, LLC) acquired certain of the assets of SPA 810, L.L.C.

On October 6, 2020, Brioni Enterprises, LLC ("Brioni") filed a motion to reopen the bankruptcy to for the purpose of asserting an unspecified claim against the Company, the reorganized debtor in the bankruptcy proceeding. On December 17, 2020, we filed our objection to the motion to reopen on the grounds that (i) Brioni has failed to establish any cause for the court to reopen the case under Bankruptcy Code §350(b); (ii) the matters on which Brioni seeks to reopen the case relate to a contract the parties entered into after the plan was confirmed and after the case was closed; and (iii) the Court did not retain jurisdiction to adjudicate disputes in connection with contracts the reorganized debtor entered into following plan confirmation. The bankruptcy court held a hearing on January 25, 2021, and subsequently permitted Brioni and the Company to submit supplemental briefing, which each side has filed, but to date the court has not ruled on the motion.

Other than 1 bankruptcy matter listed above, no bankruptcy or litigation information is required to be disclosed with respect to Ivan Dunatov.

C. John Dunatov

John Dunatov became an area representative in August of 2017. From January 2019 to present, Mr. Dunatov has served as Managing Director of Dunatov Enterprises, LLC in Scottsdale, Arizona. Mr. Dunatov is the Founder of spa810 and served as Chief Executive Officer of our predecessor, SPA 810, L.L.C., in Scottsdale, Arizona from August 2012 until January 2019. Mr. Dunatov is also the director of Phoenix Global Consulting Services, LLC in Phoenix, Arizona and has been so since April 2012. From September 2009 to the present, Mr. Dunatov has served as the manager for Phoenix Global Consulting Services, LLC in Phoenix, Arizona.

Henry & Malone v. John Dunatov, Timothy Reilly and Kanna Reilly, Case No. 15-2115 (filed June 30, 2014)

On or about June 30, 2014, Angela Henry and Jerome Malone filed a Petition in the District Court of Harris County, Texas, Case alleging fraud against John Dunatov, Timothy Reilly, and Kanna Reilly relating to various allegations of representations made by the defendants related to the entry of a regional developer agreement between plaintiffs and our predecessor SPA 810, L.L.C.. The plaintiffs sought unspecified damages and attorney fees. At a court ordered mediation, the parties settled the lawsuit whereby SPA 810, L.L.C. and John Dunatov agreed to pay the Plaintiffs $275,000 over time according to the terms of a promissory note. According to the

settlement agreement, the suit would be dismissed upon payment of the initial $80,000 installment and the signing of a formal release and settlement agreement.

Angela Henry et al. v. SPA 810, L.L.C. et al., Case No. 4:17-cv-00517 (filed February 17, 2017)

On February 17, 2017, Plaintiffs filed another suit against SPA 810, L.L.C., John Dunatov, Timothy Reilly, and Kanna Reilly for fraud, breach of contract and negligent misrepresentation relating to Defendants' failure to make all required payments under the terms of the settlement agreement discussed above, despite assurances the payments would be made. Plaintiffs had previously settled a dispute between them, and executed a settlement agreement calling for payments over a period of time. After making several payments totaling $110,000, SPA 810, L.L.C. was unable to make further payments. The suit was filed in the United States District Court for the Southern District of Texas, Houston Division. The Plaintiffs sought $450,000 in actual damages. After the Defendants failed to respond to the lawsuit, default judgment was entered against the Defendants on June 14, 2017 in the amount of $450,000 (with post-judgment interest) together with attorneys' fees in the amount of $12,500.

GOTK Enterprises, LLC and Timothy Reilly v. PGCI and John Dunatov, Case No. 2014-054711 (filed on April 17, 2014)

On April 17, 2014 GOTK Enterprises, LLC and Timothy Reilly filed a demand for arbitration with the American Arbitration Association alleging breach of the operating agreement of SPA 810, L.L.C. by John Dunatov in his capacity as manager of SPA 810, L.L.C., and against John Dunatov in his capacity as the then-owner of PGCI, which owned a 50% interest in SPA 810, L.L.C.. The demand for arbitration also included a claim against John Dunatov for breach of fiduciary duties in the same capacity, and a claim for arbitration of deadlock of the Operating Agreement of SPA 810, L.L.C. by John Dunatov in his capacity as manager of SPA 810, L.L.C.. The claimants sought arbitration of a deadlock under the Operating Agreement of SPA 810, L.L.C., as well as unspecified damages and attorney fees. On or about June 27, 2014, the parties reached a global settlement agreement which resolved all claims between the parties. PGCI purchased the plaintiffs' interests in SPA 810, L.L.C. for $525,000, and included a mutual release of all claims by the parties. The global settlement agreement also resolved all issues in the lawsuit listed immediately above. The arbitration was dismissed on or about July 9, 2014.

Phoenix International Inc. (Case No. 2:07-bk-03031-DPC))

John Dunatov was formerly the President of a company named Phoenix International Inc. Phoenix International Inc. filed a Chapter 7 voluntary petition in the United States Bankruptcy Court for the District of Arizona on June 27, 2007. The debtor's principal address is 7950 E. Redfield Rd, Suite 210, Scottsdale, Arizona 85260. The court discharged the debts on April 10, 2013.

In re: SPA 810, L.L.C. Case No. 2:18-bk-06718-DPC

Our predecessor SPA 810, L.L.C. (which offered spa810 franchises from September 2012 through January 2019) filed a Chapter 11 voluntary petition in the United States Bankruptcy Court for the District of Arizona on June 11, 2018. The proceeding included its affiliate, Phoenix Global Consulting Services, Inc. At the time, John Dunatov was the Chief Executive Officer of SPA 810, L.L.C. and a Director of Phoenix Global Consulting Services, Inc. The debtor's principal address is 7950 E. Redfield Road, Suite 280, Scottsdale, Arizona 85260. On January 24 2019, the bankruptcy court approved the debtor's plan of reorganization that was originally proposed on August 4, 2018. As part of the approved plan, we (as designee of Princeton Franchise Partners, LLC) acquired certain of the assets of spa810 LLC.

On October 6, 2020, Brioni Enterprises, LLC ("Brioni") filed a motion to reopen the bankruptcy to for the purpose of asserting an unspecified claim against the Company, the reorganized debtor in the bankruptcy proceeding. On December 17, 2020, we filed our objection to the motion to reopen on the grounds that (i) Brioni has failed to establish any cause for the court to reopen the case under Bankruptcy Code §350(b); (ii) the matters on which

Brioni seeks to reopen the case relate to a contract the parties entered into after the plan was confirmed and after the case was closed; and (iii) the Court did not retain jurisdiction to adjudicate disputes in connection with contracts the reorganized debtor entered into following plan confirmation. The bankruptcy court held a hearing on January 25, 2021, and subsequently permitted Brioni and the Company to submit supplemental briefing, which each side has filed, but to date the court has not ruled on the motion.

medspa810 Franchising, LLC v. Strategic Franchise Regional Developments, LLC, John Dunatov and Freddy O'Pry, No. 2:20-cv-01722-DJH, United States District Court for the District of Arizona (filed September 2, 2020).

On September 2, 2020, the Company filed an action against defendants Strategic Franchise Regional Developments, LLC, John Dunatov and Freddy O'Pry for breach of contract, tortious interference with contractual relations and declaratory relief arising from the defendants' breach of the express terms of a release contained in an agreement to terminate and modify the parties' business relationship (the "Termination Agreement"). The action stems from the defendants' improper threat of litigation and demands for settlement based on assertions that the Company failed to perform its obligations under an existing and ongoing development arrangement for franchise regions in the State of Texas. The failure of Strategic and Dunatov to abide by the terms and conditions of the Termination Agreement, which included a general release of claims, has caused the Company to incur damages and attorneys' fees. The lawsuit also seeks declaratory relief, pursuant to the Federal Declaratory Judgments Act, 28 U.S.C. § 2201, which asks the court for a judicial declaration that the Company has not breached the Termination Agreement. On October 13, 2020, the defendants filed a motion to dismiss for lack of personal jurisdiction (as to defendant O'Pry only), lack of subject matter jurisdiction and failure to state a claim upon which relief can be granted. The defendants also filed a motion for sanctions against the Company and its attorneys, on the ground that Strategic is not properly named as a defendant, even though Strategic made a written demand for settlement in March 2020 and participated in an unsuccessful mediation that took place in August 2020. Both of the defendants' motions are presently under advisement and awaiting rulings by the court

Other than the 2 bankruptcy matters and 4 litigation matters listed above, no bankruptcy or litigation information is required to be disclosed with respect to John Dunatov.

EXHIBIT "K"

TO DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

MEDSPA810 FRANCHISING, LLC
CALIFORNIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

In recognition of the requirements of the California Franchise Investment Law, Cal. Corporations Code Sections 31000 et seq. the Franchise Disclosure Document for medspa810 Franchising, LLC for use in the State of California shall be amended as follows:

Item 1 of the FDD is supplemented to include the following:

> In registering this franchise, the California Department of Financial Protection and Innovation has not reviewed, and makes no statements concerning, the franchisor's compliance with state and federal licensing and regulatory requirements relating to the practice of medicine. You should consult with your attorney concerning these laws, regulations, and ordinances that may affect the operation of your business. If the California Medical Board, or any other agency overseeing the practice of medicine in this state, determines that the operation of the franchise fails to comply with state law, the franchisor may be required to cease operations of the franchised business in California. This may result in the termination of your franchise and loss of your investment

Item 3 of the FDD is supplemented to include the following:

> Neither the franchisor nor any person or franchise broker 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 person from membership in such association or exchange.

Item 17 of the FDD shall be supplemented to include the following:

> California Business & Professions Code Sections 20000 through 20043 provides rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control."
>
> The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).
>
> The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
>
> The Franchise Agreement requires application of the law of the State of Tennessee. This provision may not be enforceable under California law.
>
> Section 31125 of the California Corporation Code requires the franchisor to give the franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to a solicitation of a proposed material modification of an existing franchise.

Item 19 of the FDD shall be supplemented by the following:

> The financial performance representation does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your medspa810 business. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

You must sign a release if you transfer your franchise. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Codem31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business Professions Code 2000 through 20043).

As per California Rule 310.156.3(a)(3):

> 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 FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

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

MEDSPA810 FRANCHISING, LLC	**FRANCHISEE**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date Signed:_____	Date Signed:_____

MEDSPA810 FRANCHISING, LLC
ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises and franchisees subject to the Illinois statutes and regulations, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the medspa810 Franchising, LLC Franchise Disclosure Document.

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

Section 4 of the Illinois Franchise Disclosure Act states that any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

There is litigation and bankruptcy history involving this franchisor's predecessor and area representatives. See Items 3 and 4 of the disclosure document, as well as Exhibit I.

Franchisor reserves the right to modify its operating manual at any time. Any such modifications will become binding within 30 days after notice is given to you. You must comply with any such modifications.

MEDSPA810 FRANCHISING, LLC
ILLINOIS ADDENDUM TO THE FRANCHISE AGREEMENT

This addendum is entered into this _____ day of _____, 20____, between medspa810 Franchising, LLC and _____ (Franchisee); is made a part of; and where relevant, qualifies or supersedes certain provisions of the Franchise Disclosure Document and the Franchise Agreement between the parties of today's date, which are amended as follows:

1. **Nothing in the Franchise Agreement shall limit or prevent the enforcement of any cause of action otherwise enforceable in Illinois or arising under the Illinois Franchise Disclosure Act of 1987, as amended. Any condition, stipulation or provision in the Franchise Agreement purporting to bind Franchisee to a waiver of compliance with the Illinois Franchise Act of 1987, as amended, is void.**

2. **The choice of law provision in the Franchise Agreement should not considered a waiver of any right conferred upon Franchisee by the Illinois Franchise Disclosure Act and the Rules and Regulations under the Act with respect to the offer and sale of a franchise and the franchise relationship. Where required under Illinois law, the laws of the State of Illinois will control.**

3. **The conditions under which this Franchise can be terminated and the Franchisee's rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.**

4. Notwithstanding the language contained in venue provision of the Franchise Agreement or Item 17 of the Franchise Disclosure Document, pursuant to 815 ILCS 705/4, any action brought by either the Company or the Franchisee against the other shall be instituted in the courts of the State of Illinois or may be mediated in the state within which the principal office of the Company is located.

5. Notwithstanding any language contained in the Franchise Agreement, Section 25.8 of the Franchise Agreement is modified as follows: "The representations made in the Franchise Disclosure Document are not excluded from that on which the franchisee may rely".

6. Our agent for service of process in the State of Illinois is the Illinois Attorney General, 500 South Second Street, Springfield, Illinois 62706, (217) 782-4465.

7. There is litigation and bankruptcy history involving this franchisor's predecessor and area representatives. See Items 3 and 4 of the disclosure document, as well as Exhibit I.

8. Franchisor reserves the right to modify its operating manual at any time. Any such modifications will become binding within 30 days after notice is given to you. You must comply with any such modifications.

This addendum is entered into on the date above referenced.

MEDSPA810 FRANCHISING, LLC

By:_____
Name:_____
Title:_____
Date Signed:_____

FRANCHISEE

By:_____
Name:_____
Title:_____
Date Signed:_____

MEDSPA810 FRANCHISING, LLC
INDIANA ADDENDUM TO THE FRANCHISE AGREEMENT

ALL FRANCHISE AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF INDIANA ARE HEREBY AMENDED AS FOLLOWS:

1. Any agreement executed in and operative within the State of Indiana shall be governed by applicable Indiana franchise laws and the right of any franchisee to institute a civil action within the State of Indiana shall not be deemed to have been abridged in any form or manner by any provisions contained in this Agreement.

2. In compliance with Indiana Code 12-2-2.7-1(9), any provisions in this Franchise Agreement relating to non-competition upon the termination or non-renewal of the Franchise Agreement shall be limited to a geographic area not greater than the Franchise Area granted in this Franchise Agreement and shall be construed in accordance with Indiana Code 23-2-2.7-1(9).

3. Indiana Code section 23-2-2.7-1(10) prohibits the choice of an exclusive forum other than Indiana.

4. Indiana Code section 23-2.2.7-1(10) prohibits the limitation of litigation. The Indiana Secretary of State has interpreted this section to prohibit provisions in contracts regarding liquidated damages. Accordingly, any provisions in the Franchise Agreement regarding liquidated damages may not be enforceable.

5. In compliance with Indiana Code 23-2-2.7-1(10), any inference contained in this Franchise Agreement to the effect that the Franchisor "is entitled" to injunctive relief shall, when applicable to a Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted, understood to mean and replace the words "may seek".

6. Indiana Code section 23-2-2.5 and 23-2-2.7 supersedes the choice of law clauses of the Franchise Agreement.

7. Indiana Code section 23-2.2.7-1 makes it unlawful for a franchisor to terminate a franchise without good cause or to refuse to renew a franchise on bad faith.

8. Any reference contained in this Franchise Agreement to a prospective franchisee's "exclusive Franchise Area" shall, in any Franchise Agreement executed in and operative within the State of Indiana, hereby be deleted and replaced with the words "non-exclusive Franchise Area".

9. In compliance with Indiana Code 23-2-2.7-1(5), any requirement that the Franchisee must execute a release upon termination of this Agreement shall not be mandatory and is hereby made discretionary. However, Franchisee shall execute all other documents necessary to fully rescind all agreements between the parties under this Agreement.

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

MEDSPA810 FRANCHISING, LLC	**FRANCHISEE**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date Signed:_____	Date Signed:_____

MEDSPA810 FRANCHISING, LLC
MARYLAND ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises and franchisees subject to the Maryland Franchise Registration and Disclosure Law, the following information replaces or supplements, as the case may be, the corresponding disclosures in the main body of the text of the medspa810 Franchising, LLC Franchise Disclosure Document:

Item 17.

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 3 years after the grant of the franchise.

The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

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.

The Franchisee Disclosure Questionnaire is hereby amended to include the following: All representations requiring prospective franchisees to assent to a release, estoppel or waiver of any 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.

MEDSPA810 FRANCHISING, LLC
MARYLAND ADDENDUM TO THE FRANCHISE AGREEMENT

THE FRANCHISE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED AND INCORPORATED IS HEREBY AMENDED AS FOLLOWS:

1. Despite anything to the contrary contained in the Franchise Agreement, the general release required as a condition of the resale of an existing franchise by a franchisee shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Despite anything to the contrary contained in the Franchise Agreement, the Franchisee may sue in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The acknowledgements and representations contained in the Franchise Agreement are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred by medspa810 Franchising, LLC under the Maryland Franchise Registration and Disclosure Law.

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

The undersigned hereby acknowledge and agree that this addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

MEDSPA810 FRANCHISING, LLC	**FRANCHISEE**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date Signed:_____	Date Signed:_____

MEDSPA810 FRANCHISING, LLC
MICHIGAN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

NOTICE

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

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

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

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

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

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchises 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 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 franchise 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 the notice should be directed to the Michigan Department of Attorney General, 525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, MI 48933, (517) 373-7117.

MEDSPA810 FRANCHISING, LLC
MINNESOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises and franchisees subject to the Minnesota Franchise Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the medspa810 Franchising, LLC Franchise Disclosure Document.

Item 6

Minnesota Statute 604.113 provides that the maximum amount you can be charged for an NSF check is $30.00.

Item 13

Medspa810 Franchising, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.

Item 17.

Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Disclosure Document, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 provides that any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of Minnesota or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance or which has the effect of waiving compliance with any provision of §§80C.01 to 80C.22 of the Minnesota Franchises Act, or any rule or order thereunder, is void.

Minn. Stat. §80.C.21 and Minn. Rule 2860.4400J prohibits medspa810 Franchising, LLC requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

To the extent you are required to execute a general release in favor of medspa810 Franchising, LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. §80C.01 *et seq*. as provided by Minn. Rule 2860.4400J.

Notwithstanding anything in this Disclosure Document to the contrary, according to Minn. Rule 2860.4400J, you cannot consent to us obtaining injunctive relief. We may seek injunctive relief. A court will determine if a bond is required.

MEDSPA810 FRANCHISING, LLC
MINNESOTA ADDENDUM TO THE FRANCHISE AGREEMENT

This Amendment shall pertain to franchises sold in the State of Minnesota and shall be for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement shall be amended as follows:

1. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Agreement, Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise Agreement.

2. medspa810 Franchising, LLC will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or will indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the marks to the extent required by Minnesota law.

3. The Franchise Agreement shall be supplemented by the following provision:

Pursuant to Minn. Stat. Sec. 80C.21, nothing in this Agreement shall, in any way abrogate or reduce any of your rights as provided in Minnesota Statutes, Chapter 80C, including but not limited to the right to submit matters to the jurisdiction of the courts of Minnesota.

4. Minn. Stat. '80.C.21 and Minn. Rule 2860.4400J prohibit medspa810 Franchising, LLC from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

5. Notwithstanding anything in the Franchise Agreement to the contrary, according to Minn. Rule 2860.4400J, you cannot consent to us obtaining injunctive relief. We may seek injunctive relief. A court will determine if a bond is required.

5. To the extent you are required to execute a general release in favor of medspa810 Franchising, LLC, such release shall exclude liabilities arising under the Minnesota Franchises Act, Minn. Stat. '80C.01 *et seq*. as provided by Minn. Rule 2860.4400J.

6. Any claims brought pursuant to the Minnesota Franchises Act, '80.C.01 *et seq*. must be brought within 3 years after the cause of action accrues. To the extent that any provision of the Franchise Agreement imposes a different limitations period, the provision of the Act shall control.

MEDSPA810 FRANCHISING, LLC

By:_____
Name:_____
Title:_____
Date Signed:_____

FRANCHISEE

By:_____
Name:_____
Title:_____
Date Signed:_____

MEDSPA810 FRANCHISING, LLC
NORTH DAKOTA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for medspa810 Franchising, LLC shall be amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

2. Notwithstanding anything contained in the Franchise Agreement or Development Agreement to the contrary, you do not have to pay us the Initial Franchise Fee until we perform our pre-opening obligations under the Franchise Agreement and you have opened for business. Once we complete this obligation, you must immediately pay us all initial fees we deferred.

MEDSPA810 FRANCHISING, LLC
VIRGINIA ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for medspa810 Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17:

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

MEDSPA810 FRANCHISING, LLC
WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises and Franchisees subject to the Washington Franchise Investment Protection Act, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the medspa810 Franchising, LLC Franchise Disclosure Document.

If any of the provisions in this Franchise Agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Agreement with regard to any franchise sold in Washington.

Item 5.

> Please be advised that franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State, pursuant to RCW 19.100.010(7), WAC 460-82, and Franchise Act Policy Statement 6.

Item 6.

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

Item 17.

> Notwithstanding the provisions of the Franchise Agreement, in the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

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

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for

inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

MEDSPA810 FRANCHISING, LLC
WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND/OR DEVELOPMENT AGREEMENT

ALL FRANCHISE AGREEMENTS AND/OR DEVELOPMENT AGREEMENTS EXECUTED IN AND OPERATIVE WITHIN THE STATE OF WASHINGTON ARE HEREBY AMENDED AS FOLLOWS:

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

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

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

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

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

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

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum.

MEDSPA810 FRANCHISING, LLC	**FRANCHISEE**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date Signed:_____	Date Signed:_____

MEDSPA810 FRANCHISING, LLC
WISCONSIN ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

For franchises and Franchisees subject to the Wisconsin Fair Dealership Law, the following information supersedes or supplements, as the case may be, the corresponding disclosures in the main body of the text of the medspa810 Franchising, LLC Wisconsin Franchise Disclosure Document.

Item 17.

For Wisconsin Franchisees, ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract between Franchisor and Franchisee inconsistent with the Law.

MEDSPA810 FRANCHISING, LLC

WISCONSIN ADDENDUM TO THE FRANCHISE AGREEMENT

This Amendment shall pertain to franchises sold in the State of Wisconsin and shall be for the purpose of complying with the Wisconsin Fair Dealership Law. Notwithstanding anything which may be contained in the body of the Franchise Agreement to be contrary, the Agreement shall be amended as follows:

> Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between Franchisor and Franchisee inconsistent with the Law.

MEDSPA810 FRANCHISING, LLC	**FRANCHISEE**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date Signed:_____	Date Signed:_____

State Effective Dates

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

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

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Effective
Minnesota	Not Registered
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

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

EXHIBIT "L"

TO DISCLOSURE DOCUMENT

RECEIPTS

[See Attached]

RECEIPT

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

If medspa810 Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If medspa810 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in Exhibit A to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

Greg Longe: 19500 Victory Parkway, Suite 350, Livonia, MI 48152

James Waskovich; 47 Hulfish Street, Suite 305 Princeton, NJ 08542; (609) 454-5701

Philip Piro; 47 Hulfish Street, Suite 305 Princeton, NJ 08542; (609) 454-5701

Dough Schadle, Rhino 7 Consulting, LLC, 431 Keisler Drive, Suite 201, Cary, NC 27518; (919) 977-9517

Issuance Date: April 29, 2021, as amended December 31, 2021.

medspa810 Franchising, LLC's agent to receive service of process is listed in Exhibit B to this Disclosure Document.

I received a Franchise Disclosure Document with the Issuance Date above that included the following Exhibits:

Exhibit A State Agencies and Administrators
Exhibit B Agent for Service of Process
Exhibit C Franchise Agreement
Exhibit D Table of Contents of the confidential Brand Standards Manual
Exhibit E List of Franchisees
Exhibit F Financial Statements of medspa810 Franchising, LLC
Exhibit G Franchisee Disclosure Questionnaire
Exhibit H General Release
Exhibit I Area Representatives
Exhibit J State Specific Addenda
Exhibit K Receipts

Print Name

Date Received

(Signature) Prospective Franchise Owner

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to medspa810 Franchising, LLC)

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language.

Read this Disclosure Document and all agreements carefully. If medspa810 Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

If medspa810 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in Exhibit A to this Disclosure Document.

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	Print Name
Date Received	(Signature) Prospective Franchise Owner

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to medspa810 Franchising, LLC)