MOVITA JUICE BAR FRANCHISE CORP.

FRANCHISE DISCLOSURE DOCUMENT

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MOVITA JUICE BAR FRANCHISE CORP.

A California Corporation
5701 S. Eastern Ave. Suite 320
Commerce, CA 90040
Telephone (833) 668-4821
info@movitajuicebar.com
www.movitajuicebar.com

The franchise offered by this disclosure is a single unit franchise purchase whereby you will develop, own and operate a business known as "Movita Juice Bar" which features freshly prepared juices and blended-to-order fruit smoothies, operating under the Marks and using the System as described in this document, and the Operations Manual. Movita Juice Bar stores also feature nutritional supplements, essential oils, Acai bowls, and other healthy snacks that are consistent with our overall focus on healthy lifestyle products.

The total investment necessary to begin operation of a MOVITA JUICE BAR store ranges from $412,500 to $530,000 This includes $62,000 to $765000 that must be paid to the franchisor, or its affiliate for a single Movita Juice Bar.

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 payments to the franchisor or an affiliate in connection with the proposed franchise sale or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Movita Juice Bar Franchise Corp. at 5701 S. Eastern Ave, Suite 320, Commerce, CA 90040, Telephone (833) 668-4821.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, such as a lawyer and/or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You may contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You may also visit the FTC's home page at http://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: May 7 , 2024, Amended October 2, 2024

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 earns?	Item 19 may give you information about outlet sales, costs, 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 E**
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 described the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or **Exhibit F** 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 Movita Juice Bar business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Movita Juice Bar franchisee?	Item 20 and **Exhibit E** 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 your business is 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 impact your franchise business.

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A-1.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.

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

<u>THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY</u>

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 franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

ii. The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise
670 G Mennen Building
Lansing, Michigan 48913
Telephone Number: (517) 335-7567

TABLE OF CONTENTS

FRANCHISE DISCLOSURE DOCUMENT
MOVITA JUICE BAR FRANCHISE CORP.

ITEM 1: THE FRANCHISOR, PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language, we will refer to the franchisor as "We" or "Us," and the person or company that buys a franchise from us as "You." If you are a legal entity, the term "You" includes all owners of any equity interest in the entity. Movita Juice Bar means the business you will operate under the Franchise Agreement, operating under our Marks and following our System.

We were incorporated in California on April 19, 2021. Our principal business office is at 1234 Goodrich Blvd. Los Angeles, CA 90022. We conduct business under the name Movita Juice Bar (sometimes referred to as "MJB") and do not do business under any other name. We have not offered franchises in any other line of business.

We have no predecessors. We have no parent. We have not conducted the type of business offered in this disclosure but our affiliates have as follows.

Our affiliate, Movita Juice Bar, LLC (the "LLC")is a California limited liability company, formed June 26, 2014, that owns and operates 12 Movita Juice Bars, the type that are described in this offering. The LLC also owns the Movita Juice Bar trademarks and has licensed and authorized us to license these marks to you. The LLC is located at the same address as we are located.

Our affiliate Vigority Foods, Inc, (hereafter "Vigority") is a California corporation, incorporated August 24, 2021, and is a food and vegetable distribution business, which will sell product to our franchisees. Vigority is located at the same address as we are located

Other than as states above, our affiliates do not provide goods or services to our franchisees nor that offers franchises in any line of business.

Movita Juice Bar stores feature freshly prepared juices and blended-to-order fruit smoothies. Movita Juice Bar stores also feature nutritional supplements, essential oils, Acai bowls, and other healthy snacks that are consistent with our overall focus on healthy lifestyle products.

The business you will operate under the Franchise Agreement (attached as Exhibit B) is for a single Movita Juice Bar selling raw juices, smoothies, Acai bowls, nutritional supplements, and other franchisor-approved retail products to the public through an approved location. You will operate in accordance with the guidelines, standards, specifications, recipes formulations, trade names, trademarks, logos, color schemes, and décor we make available to you through initial training, the operations manual, marketing materials and related items, along with continued updates, and industry information, all hereafter referred to as our proprietary "System". The Federal Food & Drug Administration classifies dietary supplements as a food and restricts sellers from making claims of any kind about the health benefits of the supplements.

You may be required to offer products for sale on a delivery and take-out basis. You may not engage in delivery and/or off-premises sales of products or services to customers, either directly or through third parties, except as expressly permitted by us in writing. We have the right to prescribe all rules relating to delivery of products to customers ("Delivery"), including the boundaries of delivery areas, any related marketing materials, and the manner in which Delivery orders are placed. We can change the delivery area or make other adjustments to a franchisee's Delivery services for any reason, and we can revoke a franchisee's right to provide Delivery at any time.

If you are approved to participate in our multi-unit program, we assign a defined area within which you must develop and operate a specified number of Movita Juice Bar locations within a specified period of time. The development area may be one city, one or more counties, one or more states, or some other defined geographic area. You will sign a Multi-Unit Development Agreement (Attachment C) which will describe your development area and your development schedule and other obligations. For each Movita Juice Bar you open pursuant to the Multi-Unit Development Agreement, promptly after our approval of the site for the Movita Juice Bar, you will sign a separate Franchise Agreement on the then current form used by us at the time, except to the extent otherwise provided in your Multi-Unit Development Agreement.

The market for your Movita Juice Bar will consist of shoppers in busy pedestrian magnets such as a medium to large shopping center, anchored by a large supermarket or similar retail anchor tenant. Your business will be largely dependent upon foot traffic generated by other retail outlets in the place where your juice bar is located. You may also locate the Movita Juice Bar in smaller striop centers or stand-alone buildings in areas with heavy pedestrian traffic. Locations inside larger retail buildings will be considered as well.

Your primary competitors will be members of other franchise systems that specialize in juices and smoothies, as well as independent juice bars, and other Movita Juice bar franchisees. You will also face competition from bottled juices sold by other companies and supermarkets.

Your business will be subject to state and local health and safety laws and regulations generally applicable to foodservice facilities, and we urge you to make further inquiries about these laws. The nature and amount of regulation could change rapidly relating to this business. You should consult a lawyer with experience dealing with the food industry to be sure you are familiar with the current statutes and regulations that might apply. In addition, some states and local governments also may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials. The Federal Food & Drug Administration classifies dietary supplements as a food and restricts sellers from making claims of any kind about the health benefits of the supplements.

Our agents for service of process are listed in Exhibit A-2

The LLC is owned by our owners, and has been operating Movita Juice Bar, since 2015, and currently owns and operates 13 Movita Juice Bars in California as of the date of this disclosure statement:

California	Address	Established
Downey	9202 Lakewood Blvd., Downey, CA 90240	June 2014
Downey Promenade	8860 Apollo Way #312, Downey, CA 90240	May 2018
Pasadena	2335 E. Colorado Blvd. Suite 130, Pasadena, CA 91107	September 2017
Reseda	19343 Victory Blvd., Reseda, CA 91335	January 2018
Valencia	23866 W. Copper Hill Dr., Valencia, CA 91354	March 2017
Santa Clarita	25907 Mc Bean Parkway, Valencia, CA 91355	July 2018
Norwalk	12417 Norwalk Blvd. Norwalk, CA 90650	(opened 2023)November 2022
La Habra	1445 W. Whittier Blvd., La Habra, CA 90631	October 2019
Los Angeles USC	3584 S. Figueroa St. Suite 5, Los Angeles, CA 90007	June 2022
South Gate	8616 Garfield Ave. #103, South Gate, CA 90280	August 2021
Northridge	18645 Devonshire St., Northridge, CA 91324	January 2023
North Hollywood	10934 Magnolia Blvd., North Hollywood, CA 91601	February 2023
Downey	8614 Firestone Blvd. Downey, CA 90241	February 2024

ITEM 2: BUSINESS EXPERIENCE

Raul Rodriguez, Chief Executive Officer
Raul Rodriguez is our co-founder and has been our Chief Executive Officer since our inception in April 2021. He is also the co-owner and operator of Movita Juice Bar LLC since its inception in June 2014 and the owner and CEO of Vigority Foods Inc. since its inception in August 2021

Jorge Campos, Chief Financial Officer
Jorge Campos is our co-founder and has been our Chief Financial Officer since our inception in April 2021 He is also the co-owner and operator of Movita Juice Bar LLC since its inception in 2014, and a co-owner and CFO of Vigority Foods Inc. since its inception in August 2021.

Jose Calderon, Director of Operations and Training
Jose Calderon has been our Director of Operations since our inception in April 2021;
He is also the Director of Operations of Movita Juice Bar, LLC since 2016.

Jason Steele, Sales person
Jason Steele is an independent salesperson working with us to recruit and qualify prospective

franchisees. acted Previously Mr. Steele was as our Chief Development Officer from February 2023 to May 2024. Previously, he served as the Chief Development Officer for PrimoHogies Franchising, LLC in Westville, New Jersey from October 2020 to February 2023. Prior to that, Mr. Steele served as Vice President, Global Development & Real Estate for Subway World HQ in Milford, CT from May 2018 to July 2020.

Daniel Carrillo, Director of Marketing
Daniel Carrillo was appointed Director of Marketing in February 2024. Previously he served as Marketing Manager for GT's Living Foods, for Southern California from March 2022 to October 2023. Prior to that, Mr. Carrillo served as West Region Lead Advertising and Marketing Communications, and Marketing Manager for Nestlé USA, Pacific Region from March 2019 to March 2022.

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

The initial franchise fee for a Movita Juice Bar franchise is
$40,000 and is due upon signing of the franchise agreement and is non-refundable. You are also required to purchase initial inventory from our affiliate at a cost of $12,000-$15,000, and are required to pay us a Grand Opening Campaign fee of $10,000, prior to opening.

If you qualify for an additional Movita Juice Bar franchise, the initial franchise fee for a second Movita Juice Bar franchise is $35,000, and for a third and subsequent Movita Juice Bar franchises, the initial franchise fee is $25,000. You must qualify for each additional franchise and are not guaranteed an additional franchise.

Initial Development Fee
If you are approved for a Multi-Unit Development Agreement, in exchange for a larger protected territory, you must pay us an initial development fee equal to $15,000 multiplied by the number of Movita Juice Bar locations which you must open, plus the balance of the initial franchise fee ($40,000) for your first franchise agreement. When we approve the site for each location, you will sign a separate Franchise Agreement and pay us the required initial franchise fee less $15,000 of your development fee. The initial fee for your 2nd franchise is $35,000 and for the 3rd and additional, the franchise fee is $25,000 per franchise For example, if you sign a development agreement for 3 locations, the initial Development fee is $40,000 plus $15,000 toward the 2nd store, plus $15,000 toward the 3rd store. The development fee is fully earned by us when paid, since we are taking the larger protected territory off the market for your development agreement, and is not refundable under any circumstances, even if you change your mind and do not go forward with multiple locations (and, you will also be in breach of your development agreement).

ITEM 6: OTHER FEES

FEE	AMOUNT	DUE DATE	REMARKS
Royalties	If own one store, 7% of Gross Revenues. If own 2-4 stores, 6.5%. If own 5 or more stores, 6.25%.	On Wednesday of each week for royalties based on prior weeks' Gross Revenues (Monday -Sunday)	See Note 2
Advertising Fund Contributions	2% of Gross Revenue	On Wednesday of each week for royalties based on prior weeks' Gross Revenues (Monday -Sunday)	See Note 2
Technology Fee	Currently $300/month	Monthly	See Note 4
Repeat Inspection Fee	$500	On invoice	Only assessed if previous inspection revealed material default
Convention Registration (if, in our sole discretion, we choose to have a Convention)	Up to $1,000 per person plus incidental costs to attend	Before convention	We will debit your account for this fee
Training Fees and Initial Training for New Managers	There is no training fee for the first 3 people. Training fee for additional persons beyond 3 is the current fee, which is $2,500 per person as of the date of this disclosure.	When training begins	Due 2 weeks prior to training of new manager.
Audit	All expenses of audit if underpayment exceeds 3% or if audit was undertaken because you did not submit annual financial statements in a timely manner	On invoice	See note 3. We may audit your records at your place of business or require you to send copies of specified records to us at your own expense.
Relocation Fee	$5,000	Before relocation	

Renewal Fee	For a renewal term of ten years, the renewal fee will be fifty percent (50%) of our then-current initial franchise fee for a single Movita Juice Bar.	On signing new franchise agreement	
Transfer Fee	$10,000 (for multi-unit, fee is $10,000 per undeveloped franchise)	Prior to transfer	If the Transfer is not concluded, we will refund the fee to you less our costs, in the minimum amount of two thousand five hundred dollars ($2,500), in connection with the proposed Transfer.
Interest on Late Payments	1.5% per month, subject to state law (CA maximum rate is 10% per year)	As accrued	See Note 6
Late Fee for Financial Statements	$100 per week, per store	On invoice	For failure to submit year-end Financial Statements according to the timeline communicated
Supplier Fee	You must reimburse us for our costs and expenses in inspecting a proposed supplier. We estimate that our costs and expenses are unlikely to exceed $500.	As incurred	
Monthly Financial Report Deviation Fee	Maximum $50 per hour.	As incurred	See note 5

Notes:

1. Unless otherwise noted, none of these fees are refundable. We impose and collect all fees described in the table. Unless otherwise noted, all fees are imposed on all Franchised Businesses (both, single and multi-unit juice bars). Generally, these fees are uniformly imposed, however, we may negotiate a different fee in certain instances in our discretion. All may be debited from your bank account under the Authorization Agreement for Prearranged

Payment attached to the Franchise Agreement. We do not impose or collect any fees in whole or in part for a third party. In addition to the fees listed above, you will be required to pay fees for in-store radio/music programming (currently $30/month).

2. "Gross Revenue" means the total amount of income of any type or nature generated by you and your Related Parties, directly or indirectly, from, by or on account of the operation of the Franchised Business, including but not limited to for all goods (including gift cards) sold and services rendered from the Approved Location or in connection with the Trade Name or Marks, in whatever form and from whatever source (including revenues from special or promotional programs, delivery services and fees, other revenues associated with delivering and/or selling products or services off-premises or any other revenue-generating activity), including but not limited to cash, services, in kind from barter and/or exchange, on credit or otherwise as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses and taxes. However, the definition of Gross Revenue does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities, proceeds from insurance with respect to your property damage or liability, proceeds from civil forfeiture, condemnation or seizure by governmental entities or the amount of any returns, discounts, credits, allowances, or adjustments, within an accounting period. Without limiting the foregoing, fees, charges, payments or other amounts remitted to or collected by delivery services, providers, platforms or aggregators shall not be deducted from Gross Revenue. Franchisee shall pay to Franchisor a weekly royalty in the amount of seven percent (7%). The royalties are payable weekly by Electronic Funds Transfer. Funds must be in Franchisee's designated bank account in time so that Franchisor can obtain them on or before close of business on Wednesday of the week following the week on which the Royalties are based (Monday through Sunday). Franchisor may, upon thirty (30) days prior written notice require Franchisee to pay Royalties by check, pre-authorized check, electronic funds transfer or other mechanism or to pay on a different periodic basis. If Franchisee owns more than one Movita Juice Bar franchise, Franchisee shall report and pay royalties for each franchise independently, unless otherwise directed by Franchisor. However, the amount of the royalty fee shall be computed based upon the number of Stores that Franchisee owns and operates. If the franchisee owns and operates one store, the royalty fee shall be seven percent (7%). If the Franchisee owns and operates two to four stores, the royalty fee shall be reduced to 6.5%. If the Franchisee owns and operates five or more stores, the royalty fee shall be further reduced to 6.25%. The royalty fee is variable in that it may change if the Franchisee opens one or more stores or sells one or more stores. For purposes of computing the number of stores, the parties agree to include both the stores owned by Franchisee and the stores owned by entities that are under common control with Franchisee. For purposes of this Agreement, entities will be deemed to be under common control with Franchisee if either of the following apply: 1) the same individual owns 51% or more ownership interest in each Franchisee entity; or 2) each Franchisee entity has the same owners and the same ownership percentages. In the event Franchisee has received notice of default, the royalty fee will be 7% of Gross Revenues so long as the default remains uncured regardless of how many stores Franchisee owns.

3. Also, if the underpayment exceeds 3% of the money owed, we may require that your future annual financial statements be audited and certified at your own expense. Audit costs are not refundable.

4. We currently impose a technology fee of $300 per month for our proprietary web based ordering App, online staff training platform, and music service. We may raise this fee upon 30 days' notice. We will collect this through electronic preauthorized funds transfer monthly. In the future and upon written notice to you, we may charge, collect for a third-party or require you to remit to a third party, amounts used to develop other technologies within the System.

5. If we must correct your financial reports because they are not prepared on our designated form or using our prescribed formatting, we may charge a reasonable fee for our services to correct the financial reporting that will not be more than $50 per hour.

6. If any payment is not paid when due, you must pay interest on the unpaid amount at 1-1/2% per month but not to exceed the maximum legal rate in the state you are located. In CA the maximum legal rate is 10% per year. You must reimburse us immediately upon demand for all reasonable costs of collection relating to delinquent amounts, including court costs, investigator fees, expert witness fees and attorneys' fees. Interest begins to accrue from the date payment was due.

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ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT				
TYPE OF FEE	**AMOUNT**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAID**
Initial Franchise Fee Note 1	$40,000	Lump Sum; non-refundable	When you sign the Franchise Agreement.	Us
Traveling and Living Expenses While Attending Initial Training Note 2	$3,000 - $4,500	As Incurred	Before Opening	Airlines, Hotels, Restaurants, etc.
Construction Build-out Note 5	$180,000-$230,000	As incurred	As incurred	Landlord and/or Contractors
Initial Inventory of Movita Juice Bar Note 8	$12,000-$15,000	Lump Sum	Before Opening	Us, or our affiliate
Furnishings and Equipment Note 6	$110,000-$130,000	Lump Sum	Before Opening	Vendors
Other Furniture and Miscellaneous Supplies	Approximately $5,000-8,000	Lump Sum	Before opening	Vendors
Signage Note 9	$10,000-$15,000	Lump sum	Before opening	Vendors
Point of Sale System, Computer, Copier, Printers, Facsimile, Scanners, Telephone, Internet Access & Software Note 7	$2,500- $3500	Lump sum	Before opening	Vendors
Grand Opening Campaign Fee Note 10	$10,000	Single Payment	No less than 60 days prior to opening	Us or our affiliate
Business Licenses and Permits Note 11	$500 to $1,000	Lump sum	Before opening	Government Agencies

Professional Fees – Legal and Accounting Note 12	$2,500 to $4,500	As incurred	Before opening	Attorneys and Accountants
Business Insurance Note 13	$2,500 to $8,500 (3 months premium)	As incurred	As required by insurance company policy	Insurance company
Architectural drawings and layouts Note 3	$8,500 to $15,000	Lump sum or as arranged	Before opening	Approved architects
Lease for Movita Juice Bar premises Note 4	$6,000 to $15,000	Lump sum	As required	Landlord
Additional funds for first 3 months Note 14	$30,000 to $45,000	As incurred	As incurred	Employees, landlord, other vendors
TOTAL*	$412,500-$530,000	As incurred	As incurred	

*If you enter into a Multi-Unit Development Agreement you will incur similar costs ranges for each unit you build, except for the Initial Franchise Fee and Development Fee (See Item 5 for details).

All fees payable to us or our affiliate are imposed uniformly and are non-refundable.

NOTES

1. This fee must be paid in full upon signing a franchise agreement and is non-refundable, for a single Movita Juice Bar franchise.
2. We do not charge a separate training fee; You are required to attend our training for the full duration. Your initial franchise fee pays for 3 people to be trained, if trained at the same time. Training typically is accomplished in approximately 180 hours and these expenses represent your travel, lodging, food and misc. expenses. If you are sending a manager or other full time employee to our training, you are responsible for paying for your employees expenses and salary during training.
3. Interior, architectural drawings are required to obtain permits, business licenses and certificate of occupancy Drawings and layout must be in compliance with our specifications and standards, and must be created by a licensed architect. Proposed layouts and drawings require our approval before you obtain permits or begin any construction.
4. You will need to rent an approved retail site for your Movita Juice Bar and the rent or lease deposit amount will vary depending on the location. A security deposit and first month's rent are standard requirements to execute a commercial lease. The estimate above includes 1 month of rent and the deposit.The space must meet our general parameters, and be approximately 1200 to 1400 square feet, and located in a large consumer shopping area, or other consumer retail area with significant walk-by foot traffic. We may make exceptions to this configuration based on individual locations, that may have significant foot traffic.
5. You will need to conduct the necessary build-out of your leased space according to our requirements.

The amounts listed in this type of expenditure are estimates that are based on basic build out of our Movita Juice Bar design in our California locations which are in a "vanilla shell" condition., and do not include many variables related to the pre-existing condition of any one location. The cost of your build-out may be reduced by a Tenant Improvement ("TI") allowance or rebate from the landlord, if any. . Real estate and TIs (if any) related to "conversions" would be substantially lower.

6. A detailed list of all required equipment is included in our confidential Operations Manual (the "Manual"), a copy of which is provided to you after you sign the Franchise Agreement, and may be modified for your individual space.
7. This includes an electronic point-of-sale system and supporting equipment, cash register, computer system, set-up fee and telephone communication equipment. These estimates include the purchase of a 1-year license and maintenance fees for point-of-sale operational software. Additional details on this operational software and hardware are contained in Item 11 and in the Manual.
8. You must purchase the initial inventory of authorized products to be sold in the Movita Juice Bar and other items of merchandise and supplies you must stock in order to open for business. You will purchase the inventory from us or our affiliate. A deposit of 50% is due upon ordering and the balance is due upon delivery.
9. The estimate is based on 1 to 2 exterior signs and 1 internal sign. All signs containing the our proprietary marks must be created to our specifications and must be designed and fabricated by vendors we designate or approve. The quantity, size, type and cost of signs will vary substantially per lease space and in accordance to stipulations of each landlord and local governmental regulations. These estimates also include the average filing fees for obtaining the necessary sign permits, as well as the costs to construct and install the signs.
10. At least 60 days prior to opening your Movita Juice Bar, you must pay us the $10,000 Grand Opening Campaign Fee. We will provide your Grand Opening advertising campaign for your Movita Juice Bar, and may include local advertising and promotions, social media or other online marketing, promotional discounts or give aways, and other advertising as we deem in our sole discretion based on your local area, for your Grand Opening Campaign. A portion of this fee will also fund the addition of your store to our website and related costs. We may reduce this amount depending on the proximity of other Movita Juice Bars.
11. You may need to obtain a business license from your city or county and you must file a certificate with the appropriate government agency in your county or state indicating you will be doing business under our trademarks. You may also be required to obtain health permits and other state, county and city permits, including a certificate of occupancy, and pay utility deposits and other deposits with vendors, and cover other prepaid expenses before you can begin operating your Movita Juice Bar. Other local fees and charges assessed by local government agencies may apply.
12. This includes professional legal and accounting fees.
13. As an independently owned and operated franchisee, you are required to obtain business insurance. See Item 8 for details. The estimates are for a 3 month prorated premium. T
14. The range given is an estimate of the additional funds you may need for your first 3 months of operation, including payroll costs, rents, additional inventory, royalties, marketing fees, and other additional expenses. These figures do not include owners' compensation. The figures given are our good faith estimates based on our more recent California company locations. You may have additional expenses during your first 3 months of operation.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Competition for tenant space is keen in the shopping centers where Movita Juice Bars are located. You must retain our designated broker to negotiate the lease and you must promptly sign it when it is presented to you. The designated broker will be an experienced commercial real estate broker who specializes in leasing and is familiar with our standards. You must obtain our prior written approval of the proposed lease and must use your best efforts to add the lease provisions listed in Attachment 5 to the Franchise Agreement to the lease. No later than 18 months prior to lease expiration, you must retain our designated broker to represent you in negotiating a renewal lease. If you do not present to us a renewal lease that is acceptable to you, us, and your landlord at least 12 months before lease expiration, we have the right, at our sole option, to assume lease negotiations for the site. If this occurs, you must sign the renewal lease that we negotiate for you within 30 days after we present it to you. Failure to observe these requirements is a material event of default. By suggesting a particular site for the premises of a Movita Juice Bar, we do not guarantee that the juice bar operating at that location will be successful. By negotiating or approving the lease, we do not guarantee that all its provisions will benefit you.

Upon occasion, we lease real property and sublease it to our franchisee if that is the only way to secure a desirable location for a Movita Juice Bar. We require a refundable deposit from a subleasing franchisee, but ask the franchisee to make rent payments directly to the landlord. We require a Sublease Agreement to be completed and signed. We may also require you to obtain a letter of credit to secure your sublease, in an amount, on terms, and on a form we prescribe, from a bank acceptable to us.

You must employ a qualified construction manager whom we have approved to oversee the buildout of your business premises. We may require you to employ a construction manager whom we have designated as the only supplier of construction management services. We supply to our franchisees miscellaneous items for a Movita Juice Bar that meet our specifications, such as grand opening banners and balloons, name tags, and job application forms. As a practical matter, you will probably wish to purchase these items from us because they are not readily available elsewhere and the cost is low.

For your Franchised Business, you may purchase proprietary food items, of which a growing number are being developed, from our designated supplier only. At present, we are the sole approved supplier of Movita Juice Bar hats, shirts, uniforms, cups, paper goods, and other items bearing the Movita Juice Bar marks. Although you may seek approval from us of other suppliers for these items, you will probably find that quantity production enables us to offer the best prices for many of these items. For food and food-related items, you may only purchase from Vigority Foods, which is affiliated with MJB and owned by Raul Rodriguez and Jorge Campos. Vigority Foods is a separate business that earns profits, but Movita Juice Bar Franchise Corp. does not receive any monies from the business.

You must purchase or lease a point of sale (“POS”) system from our designated supplier. A Movita Juice Bar generally requires one POS system. We have no obligation to provide or assist you in obtaining the POS system. You are responsible for all ongoing maintenance and repairs and upgrades to the POS system. You must also buy an electronic receipt printer and a modem that meet our specifications. In addition, you may be required to purchase, use and maintain a personal computer system (including Quick Books and other related hardware and software) we specify in the Manual or otherwise in writing for use in connection with the Outlet (the "Computer System"). Regarding the POS system, we will give you, during the initial training program, a written list of names and addresses of suppliers of goods and services that currently meet our standards and specifications. In advising you of suppliers which meet our standards and specifications, **we expressly disclaim any warranties or representations as to the condition of the goods or services, including, but not limited to, expressed or implied warranties as to merchantability or fitness for any intended purpose.**

You must license in-store radio/music programming from our designated vendor for the Movita Juice Bar store. You must use our proprietary web based ordering App; the cost is in Item 6.

You agree to look solely to the manufacturer of goods or the supplier of services for the remedy for any defect in the goods or services. We cannot guarantee that any designated supplier will offer or continue any particular pricing, warranty or other terms of sale. Also, we cannot guarantee a continuing supply from any designated supplier. We are not under any obligation to you with respect to the terms negotiated or the terms of any supplier. We cannot guarantee that designated suppliers will offer or continue to offer you any trade credit terms as that is solely up to the supplier and their credit standards. We evaluate and approve suppliers upon the basis of their ability to meet quality specifications and to replicate the products and services provided by currently approved suppliers. We reserve the right to modify these specifications.

If you wish to use or sell any product not previously certified by us to meet our specifications or which is sold by a supplier not previously approved by us, you must give written notice to us of this fact and, upon our request, give us product specifications, sample products, and/or information about the supplier. We will communicate to you either our approval or our reasons for withholding our approval within a maximum of 60 days. Silence may not be construed as consent. If we do not approve the supplier within 60 days, the supplier is deemed disapproved. As a condition of approving a supplier or product, we will require you to reimburse us for any expenses we reasonably incur in inspecting the supplier's premises, checking the supplier's credentials, or testing the supplier's product. The cost is unlikely to exceed $250. As a condition of approving a supplier of any product that bears the Trade Name or Marks, we may require that the supplier sign our License Agreement. We may withdraw our approval of a supplier or a product if either or both no longer meet our standards or specifications. If this occurs, we will notify you in writing.

We may receive payments, discounts, rebates, or other advantages from approved suppliers based on the suppliers' sales to Movita Juice Bar franchisees.

In 2023, we did not receive any revenues from required purchases by franchisees.

In 2023, our affiliate, Vigority, received $766,093 in revenues from required purchases by franchisees, which amount is 13% of the revenue received by Vigority in 2023.

We estimate that your payments for purchases from us, from designated or approved suppliers or which must conform to our specifications will represent more than 50% of your start-up costs and 95% of your ongoing costs. We negotiate purchase arrangements with suppliers, including price terms, on behalf of franchisees and LLC-owned Movita Juice Bar locations. These include commodity forward contracts or system-wide quantity discounts.

There are currently no purchasing or distribution cooperatives. We do not provide benefits based on your use of approved sources.

You must maintain one or more insurance policies that we specify. The currently required minimum coverage and limits of insurance are (i) General Liability at minimum limits of $1,000,000 per occurrence / $3,000,000 annual aggregate including Products / Completed Operations and Professional Liability, (ii) Auto Liability at minimum limits of $1,000,000 combined single limit covering all owned, hired and non-owned vehicles, and (iii) Workers' Compensation to meet the statutory coverage of the state where your Movita Juice Bar is located. To the extent permissible under law, these insurance requirements may be satisfied with a combination of primary, umbrella and/or excess policies. All insurance policies will name you as named insured and, with the exception of Workers' Compensation, will name us as additional insured. All required insurance shall be purchased by insurance companies of good reputation with a rating of "A VII" or better by A. M. Best Company. The costs of premiums will vary based on location of the Movita Juice Bar and any prior claim history. You should consult with your insurance advisors to determine that you have obtained all required coverages as well as any additional types of coverage or higher limits that they recommend.

We require you to accept major credit cards (Visa, Mastercard, American Express, and Discover) for customer purchases and to participate in our gift card program.

Issuance of Specifications and Standards

We issue specifications and standards regarding authorized MJB Products and services to its franchisees through the Manual and other communications in writing or by email. We also issue specifications and standards regarding authorized MJB Products to its designated and approved suppliers in writing or by email. We may modify these specifications and standards at any time but only after delivering written notification of the modifications and providing its franchisees or suppliers a reasonable amount of time to implement the modifications.

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ITEM 9: FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	**SECTION IN THE FRANCHISE AGREEMENT**	**DISCLOSURE DOCUMENT ITEM**
a. Site selection and acquisition/lease	7.3.1 of Franchise Agreement; 6.1 of Multi- Unit Development Agreement	8, 11
b. Pre-opening purchases/leases	7.3.1, 7.3.2 of Franchise Agreement	5, 8
c. Site development and other pre-opening requirements	7.3.1, 7.3.2 of Franchise Agreement; 6.1 of Multi-Unit Development Agreement	11
d. Initial and ongoing training	5.2, 5.5, 6.8, 7.2 of Franchise Agreement	11
e. Opening	7.3.3 of Franchise Agreement	8, 11
f. Fees	Article 6 of Franchise Agreement; Article of 5 Multi-Unit Development Agreement Amendment	5, 6, 7, 11
g. Compliance with standards and policies/operating manual	7.3.4, 7.9.1 of Franchise Agreement	11
h. Trademarks and proprietary information	7.1, 8.1 of Franchise Agreement	13, 14
i. Restrictions on products/services offered	5.4, 7.3.5, 7.3.10 of the Franchise Agreement	16
j. Warranty and customer service requirements	5.4, 7.3.6, 7.3.9, 7.5 of Franchise Agreement	Not Applicable

k. Territorial development and sales quotas	Article 2 of Multi-Unit Development Agreement	12
l. Ongoing product/service purchases	7.3.5, 7.3.8, 7.3.10 of Franchise Agreement	8
m. Maintenance, appearance and remodeling requirements	6.03, 7.05.04, 7.05.05, 7.11, 9.02.06 of Franchise Agreement	17
n. Insurance	7.8 of Franchise Agreement	8

o. Advertising	7.1.3, 7.6 of Franchise Agreement	11
p. Indemnification	8.5 of Franchise Agreement; 10.2 of Multi- Unit Development Agreement	Not Applicable
q. Owner's participation/management/staffing	7.5 of Franchise Agreement	15
r. Records and reports	7.7 of Franchise Agreement	11
s. Inspections and audits	6.6, 6.7, 7.3.7, 7.7 of Franchise Agreement	6
t. Transfer	Article 9 of Franchise Agreement; 7.3 of Multi- Unit Development Agreement	17
u. Renewal	4.5.2 of Franchise Agreement; 4.2, 4.3 and 4.4 of Multi-Unit Development Agreement	17
v. Post-termination obligations	10.3 of Franchise Agreement; 4.5 of Multi- Unit Development Agreement	17
w. Non-competition covenants	8.6 of Franchise Agreement, Attachment 6; 8.1 and 8.2 of Multi-Unit Development Agreement	17
x. Dispute resolution	11.7 - 11.11 of Franchise Agreement; 10.17 of Multi- Unit Development Agreement	17

ITEM 10: FINANCING

We do not offer any financing relating to a Movita Juice Bar location. We do not offer direct or indirect financing. We will not guarantee your note, lease, or obligation.

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

With the exception of the categories listed below, we are not required to provide you with any additional assistance.

Pre-Opening Obligations

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

Before you open your Franchised Business, we will:

1) Designate your protected territory (see Section 4.1 of Franchise Agreement).
2) Provide you with initial training and orientation in the MJB system and how to operate the Movita Juice Bar (see Section 5.2 of Franchise Agreement).
3) Provide you with a suggested general plan for the layout; furnishing and equipping of your Movita Juice Bar, together with a suggested menu board, written schedule of all MJB Products and other products that must be sold at your Movita Juice Bar, and a list of approved and designated suppliers. (see Section 5.4 of Franchise Agreement).
4) Approve a site for your Movita Juice Bar. We must give our final consent to the location before you sign a lease for Movita Juice Bar. You and your landlord may be required to complete and sign a rider or addendum to the lease that (i) grants us an option to assume your position as lessee under the lease for the Movita Juice Bar premises (including an obligation of the landlord to notify us if you are in default) or the Franchise Agreement, and (ii) requires the landlord to fully cooperate with us in completing de-identification of the Movita Juice Bar if the Franchise Agreement is terminated or expires without being renewed.. We will review and either consent to or decline the proposed site for your Movita Juice Bar within 10 business days after you provide us with its address. If you are unable to locate an acceptable site within 180 days after signing your Franchise Agreement, we can terminate the Franchise Agreement with no refund. The factors that we consider in consenting to a site for the Movita Juice Bar include general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings and lease or rental terms. . We do not generally own premises on which the Movita Juice Bar is located and then lease it to our franchisees. Our review and consent to the location of the Movita Juice Bar is not a guarantee or assurance that you will be successful there. You must have our prior written approval of any lease you sign and must use your best efforts to add the lease provisions listed in **Attachment 5** to the Franchise Agreement to the lease.
5) Provide you with a copy of the confidential Manual containing explicit instructions for use of the Marks, specifications for goods that will be used in or sold by the Franchised Business, sample business forms, information on marketing, management, and administrative methods developed by us for use int eh Franchised Business, names of approved suppliers, and other information (see Section 5.3 of Franchise Agreement).

We estimate that the length of time between signing of the Franchise Agreement and opening of the Movita Juice Bar will be about 9 to 18 months depending on the amount of construction needed. You must employ a construction manager whom we have approved once you sign your lease. You must submit all construction plans and designs to us for our prior written approval.. Factors that may affect the length of time before you are ready to open your location include obtaining government permits and construction delays.

Post-Opening Obligations

During your operation of your Franchised Business, we will:

- **Continuing Education**
  We may, in our sole discretion, conduct a system-wide mandatory meeting (or annual convention) not more than once a year. Attendance of the General Manager and at least one Principal Equity Owner at these meetings will be mandatory (and is highly recommended for

all other Principal Equity Owners). You must pay the cost of travel, hotel and meal expenses for your attendees at these mandatory meetings. (Franchise Agreement § 5.5).

- **Consultation**
  We may visit you periodically at no cost to you to provide additional sales and administrative review and assistance, including assistance with establishing and using administrative, bookkeeping, accounting and inventory control procedures. If you request this assistance and we agree to provide it, you must reimburse us for the cost of our representative's transportation and lodging. We may also, at our discretion, charge an additional training fee of up to $750 per day for MJB training courses, seminars, conferences or other programs that we require you or your representatives to attend. The nature, frequency and duration of this assistance by our representatives will be in our sole discretion. (Franchise Agreement § 5.6).

- **Advertising Fund**
  We will administer the advertising fund (Franchise Agreement § 5.7).

- **Proprietary Products Availability**
  We will use our best efforts to ensure that we or a designated supplier will at all times have a supply of Proprietary Products for sale to you (Franchise Agreement § 5.8).

- **State of Repair**

  We will notify you if the general state of repair, appearance or cleanliness of your Movita Juice Bar or its fixtures, equipment or signs do not meet our standards, and specify the action you must take to correct the deficiency. (see Section 7.3.7 of Franchise Agreement).
- **Retail Prices**
  We may recommend retail prices for MJB products you sell at your Movita Juice Bar,. Also, to the extent permitted by federal and state law applicable to the Movita Juice Bar, we may designate maximum and minimum retail prices to be charged for MJB products.

Advertising Fund
We will administer a network advertising fund, (the Fund") to pool our advertising money and that of each of our franchisees so as to achieve greater benefits for all in promoting the Trade Name and Marks. All U.S. franchise agreements provide that the franchisee contribute to the Fund at the same rate. We are not required to maintain a separate bank account for the Fund, and will account for the Fund separately on the general ledger.

Movita Juice Bar locations owned by Movita Juice Bar, LLC presently contribute to the Fund the same percentage of their Gross Revenues as Franchised Businesses do, although we are not obligated to continue to do so. The advertising Fund may be used to pay for market research and creative development and production of advertising materials. In addition, the Fund may be used to pay for point-of-purchase materials or public relations projects.

Twenty percent (20%) of Fund money may be paid to us as compensation for our administration of the advertising Fund. (Franchise Agreement § 5.7.1). We will distribute to you, upon your request once a year, a Fund report which will set out the total amounts of money collected and spent by the fund during the past year and list, by general category, the manner in which the money was spent. The books of the advertising Fund will not be audited as part of the general annual audit of our books. (Franchise Agreement § 5.7.1). We do not use the Fund to solicit new franchise sales.

We reserve the unqualified right to determine, in our sole discretion, how Fund may be spent. The only condition is that the money must be used in a manner that is reasonably related to the general promotion of the Trade Name and Marks, which may include reimbursement to us, our affiliates or parent for salaries, benefits, overhead and other administrative expenses incurred in connection with administering the advertising Fund. (Franchise Agreement § 5.7.2). The advertising program will primarily use point-of-purchase materials. In addition, we may make use of event marketing, radio, and free-standing inserts. (Franchise Agreement § 5.7.1). We may also use the Fund to maintain and update our website.

We may use an outside advertising agency to supplement the efforts of our marketing personnel. On Wednesday of each week (or any other weekday we specify) during the term of the Franchise Agreement, you will pay the advertising Fund a weekly contribution of 2% of the Gross Revenues received by you in the immediately preceding week, ending at close of business on Sunday.

If all g Fund contributions are not spent in the year in which they are collected, they will be retained in the Fund for use in the following year. There is no requirement that we spend any minimum amount of the Fund money in your geographic region.

We do not have an advertising council composed of franchisee representatives to advise us on advertising policies. You do not have to participate in a regional advertising cooperative.

Local Advertising
Beginning 61 days after your Movita Juice Bar opens for business, you must spend at least 2% of your Gross Revenues on the local advertising and promotion of your Movita Juice Bar. Any local advertising and promotion of your Movita Juice Bar must be done in compliance with the guidelines contained in the Manual.

You agree to submit to us copies of all advertising materials that you propose to use at least two weeks before the first time they are broadcast or published. We will review the materials within a reasonable time and will promptly notify you whether we approve or reject them. We may not withhold our approval unreasonably. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if we have approved specified materials, we may later withdraw our approval if we reasonably believe it necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including but not limited to any misrepresentation in the advertising material.

Grand Opening
We require you to pay us a Grand Opening fee of $10,000 which we will spend on the Grand Opening Advertising and promotions in connection with the opening of your Movita Juice Bar during the first 60 days after your Movita Juice Bar opens.

Point of Sale System
You must buy a POS system with touch screen technology (“POS”) from our designated supplier (usually one or two), plus an electronic receipt printer and modem that meet our specifications. We will give you a written list of names and addresses of suppliers of goods and services that currently meet our standards and specifications. In advising you of suppliers which meet our standards and specifications, **we expressly disclaim any warranties or representations as to the condition of the goods or services, including, but not limited to, expressed or implied**

warranties as to merchantability or fitness for any intended purpose.

Although we do not currently require that you license and use web-based data storage and retrieval systems, we may require that you do so in the future. We may designate a supplier of web-based data storage and retrieval systems. If we do, you will be required to retain the services of our designated web-based data storage and retrieval systems. Typically, monthly fees charged by data storage and retrieval system vendors range between $85 and $125. To ensure data security, you are required to have a high-speed internet service that does not open a browser application. Through the POS system, we will have online access to your sales data on which a variety of sales reports may be based and upon which your royalty and advertising Fund contributions will be calculated. You may obtain copies of these reports upon request from us. There is no contractual limitation upon our right to access this data. You must upgrade the hardware at your own expense when needed, or if we inform you that it is necessary. There is no limit in the contract on the frequency at which you may be required to upgrade or on the annual cost of doing so. However, it is not our practice to require frequent upgrades. You are responsible for all ongoing maintenance and repairs and upgrades to the POS system. In addition, you may be required to purchase, use and maintain a personal computer system (including Quick Books and other related hardware and software) we specify in the Manual or otherwise in writing for use in connection with the Outlet (the "Computer System").

We also require you to maintain an e-mail account and connect the Computer System to a dedicated Internet line (or other communications medium we specify) at all times and be capable of accessing the Internet via a third-party network we designate in the Manual or otherwise in writing. You must allow us to access your Computer System on a daily or other basis at the times and manner determined by us or our designated affiliate, with or without notice, and to retrieve transaction information (including sales, sales mix, usage and other operations data) that we deem appropriate. You must always have and maintain adequate anti-virus software in any computer you use to communicate with us directly or through our master website or intranet. We anticipate the annual cost of optional or required maintenance, updating, operating or support contracts regarding the Computer System will range from $1,000 to $2,500. (see Section 5.9 of Franchise Agreement).

You must maintain,, update, and upgrade the computer hardware and software as needed to efficiently operate the Franchised Business. Support and repairs may be obtained at hourly rates from the system's vendor.

Manual

We will loan you a copy of our confidential and proprietary Manual. You must operate the Franchised Business in accordance with the Manuals and all applicable laws, rules and regulations. At all times, we reserve the right to supplement, modify and update the Manuals. The operations manual as of the Issuance Date of this Disclosure Document currently consists of 113 pages plus exhibits. The major subjects contained in the operations manual consists of establishing, developing, marketing and operating the Franchised Business; Refer to Exhibit E for the Table of Contents of the Manual as of the date of this disclosure document.

Training Program

	SUBJECT	HOURS	LOCATION

Level 1	Prep/Barista	40	On-line and at affiliate owned location in CA
Level 2	Shift Captain	40	On-line and at affiliate owned location in CA
Level 3	Shift Manager	30	On-line and at affiliate owned location in CA
Level 4	General Manager	40	On-line and at affiliate owned location in CA
Level 5	Owner Operator	30	On-line and at affiliate owned location in CA
TOTAL		**180**	

The training program will be conducted as often as needed to ensure that each franchise owner completes the course as close to the store opening as possible. It will be taught primarily in our corporate training classroom and one or more affiliate-owned Movita Juice Bar locations. Additional training may be administered later at your Franchised Business. Training material will primarily consist of a training manual and the Manual and webinars.

The training program will be supervised by Jose Calderon. His experience is described in Item 2 of this disclosure document. Your Designated Manager (defined in the Franchise Agreement as you in your role as general manager of a Movita Juice Bar or a person whom you have appointed as general manager) must attend and successfully complete the training program to our satisfaction before you may open a Movita Juice Bar. You may send as many members of your management to training at $2,500 additional charge. You must pay your own incidental expenses, such as travel, lodging and parking, and those of your employees in connection with training. If the employment of a Designated Manager is terminated, you must employ a new Designated Manager within 30 days who must successfully complete the initial training program (Franchise Agreement § 5.2,6.8, and 7.2).

We will offer continuing education programs. Your attendance is important and mandatory. Because planning and funding the seminars or workshops requires a substantial advance financial commitment on our part, we have the right to debit your bank account for a registration fee of $250. We will not pay any compensation to trainees for work performed during any training program.

ITEM 12: TERRITORY

Movita Juice Bar Locations Only

You will receive a Protected Area surrounding your Movita Juice Bar (based on population density, typically varying from ½ mile in densely populated urban areas to 3 miles in rural areas) we determine and specify in your Franchise Agreement. Each Movita Juice Bar is granted for a specific location that is described in the Franchise Agreement (the "Approved Location"). You may not engage in or solicit sales except for over-the- counter retail sales at the Approved Location. You are not granted the right to engage in wholesale, computer, or mail-order marketing. We will grant you a Protected Area consisting of the smaller of the area within a one-half mile radius of the Approved Location or the shopping center where the Movita Juice Bar is operated. We agree not to authorize any other company- or franchisee- owned Movita Juice Bar to operate within the Protected Area.

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.

The "Protected Area" does not include sites in hotels, motels, airports, railroads, train stations, other modes of mass transportation, sports arenas, casinos, theme parks, movie theaters, college and university campuses, healthcare facilities, regional malls, outlet malls, guest lodging facilities, day care facilities of any type, government facilities, as well as the premises of any third-party retailer (including supermarkets, grocery stores and convenience stores) or any other location or venue to which access to the general public is restricted such as military installations, higher security headquarters or corporations, which are located within its borders.

We reserve for ourselves and our affiliates all rights in the Trade Name, Marks and System that are not expressly granted to you in the Franchise Agreement including the right to sell Proprietary Products within the Protected Area through any means of distribution other than over-the-counter retail sales at a Movita Juice Bar. ("Proprietary Product" is defined in the Franchise Agreement as "any product that has been manufactured in accordance with our secret recipes or specifications or that has been packaged or labeled with the Movita Juice Bar® Marks.") We expressly retain the rights to engage in grocery or club store sales or licensing, wholesale, computer, and mail-order sales within the Protected Area. Further, we and/or affiliates may sell Proprietary Products and enfranchise others to sell Proprietary Products sold under any trade name, trademark or service mark (including the Trade Name and Marks) to retail stores, restaurants and concession trucks or trailers located anywhere, including but not limited to the Protected Area.

Your Protected Area does not give you any exclusivity with respect to customers located in the Protected Area or elsewhere. We have the right to prescribe all matters relating to delivery of products to customers ("Delivery"), including the boundaries of your delivery area (which may not be the same area as the Protected Area) and the manner and form of distribution of any marketing, promotional or delivery materials. We can revoke your right to provide Delivery at any time, including as a result of your inability to provide Delivery in accordance with our then current standards. Similarly, we can make adjustments to your provision of Delivery services (including the size of your delivery area) for any reason, including changing market conditions, population changes, and other relevant conditions.

We and/or our affiliates may develop, implement and participate in a co-branding program regardless of where the co-branded program is located. The co-branded program may include franchised and/or LLC-owned businesses. The co-branded program may use Trade Name, Marks and System as well as any other trade name, trademark, or service mark.

You may relocate the Movita Juice Bar franchise within the Protected Area only with our prior written consent, conditioned upon the following:

a) You and your Related Parties are in good standing under the Franchise Agreement, any other agreement between us or our Related Party and you, and the Manual.
b) You and any Related Parties that have signed the Franchise Agreement have signed a new franchise agreement in the currently effective form not less than 180 days before the expiration of the Franchise Agreement or 30 days after you receive the new franchise agreement from us, whichever is later.
c) You have agreed that you will employ a construction manager whom we have approved in writing at least 45 days before the renewal term begins. You have agreed that you will, at your own expense, remodel, modernize and redecorate the Movita Juice Bar premises and replace and modernize the fixtures, equipment, and signs used in the Movita Juice Bar to meet the standards of appearance and function applicable to new Movita Juice Bar locations at that time; you will begin remodeling, modernizing and/or redecorating the Movita Juice Bar within the earlier of three months of date of your renewal franchise agreement or the date such remodeling, modernizing and/or redecorating is required under your lease.
d) You have renewed or have the right to renew the lease for the Approved Location according to section 7.3.1 of the Franchise Agreement.
e) You and any Related Parties that are guarantors to the Franchise Agreement have signed a special release of claims, in the form of Attachment 2 to the Franchise Agreement, with respect to past dealings with us and our Related Parties.
f) You have paid the renewal fee described in Article 6.

You may not solicit or accept orders outside your Protected Area, because your franchise is strictly limited to the right to engage in over-the-counter retail sales. You will have no right of first refusal to acquire an additional franchise outside your own Protected Area. However, we may, at our sole discretion, offer you an exclusive one-year option to enter into a franchise for a Movita Juice Bar franchise in a specific shopping center, if and when, within the option period, a site becomes available. Options may not be available for all locations and to all franchisees and our criteria in offering them may vary at different locations and times.

Neither we nor any affiliate competes with Movita Juice Bar franchisees through a competitive retail business or under another trade name or marks. Neither we nor our affiliates are restricted from establishing other franchises or affiliate-owned Movita Juice Bars or other channels of distribution selling or leasing similar products or services under a different mark either inside or outside your Protected Area.

There are no circumstances under which we would be permitted to modify your territorial rights under the Franchise Agreement while the agreement remains in effect. We do not compete or intend to compete with you under another trade name or marks.

<u>Multi-Unit Development Agreement</u>

Under the Multi-Unit Development Agreement, we grant you the right to develop and operate a specified number of Movita Juice Bar® stores at locations in a specified Development Area, subject to our approval. The Development Area may be one or more cities, counties, states or some other defined area. We will neither directly open and operate nor grant a license or franchise to any other person to open or operate any Movita Juice Bar at any location within your Development Area without first providing you a right of first refusal ("ROFR"), for at least 30 days, to execute a Franchise Agreement to open and operate a Movita Juice Bar® at that location, provided and on condition that you are not in breach of any of the terms of your Franchise Agreement or Multi-Unit Development Agreement. We need not offer the ROFR to you in any case in which the owner or person or entity controlling that location has established conditions, requirements, or other preconditions that we know or reasonably believe that you do not or cannot satisfy, or for any Movita Juice Bar® locations that were already in operation in your Development Area on the date you signed the Multi-Unit Development Agreement. Until the termination or expiration of your Multi-Unit Development Agreement, you retain your right of first refusal as long as you comply with your development schedule and other obligations under the Multi-Unit Development Agreement and your Franchise Agreements.

We may operate or license or franchise any other person to operate a Movita Juice Bar (a) at any location outside your defined Development Area,(b) under names other than "Movita Juice Bar" at any location whatsoever and (c) at any Non- Traditional Venue (defined as located within another primary business or in conjunction with other businesses or at institutional settings, including toll roads, hotels and motels, ships, ports, piers, airports, railroads, train stations, other modes of transportation, casinos, movie theaters, theme parks, stadiums, sports arenas, college and university campuses, healthcare facilities, regional malls, outlet malls, guest lodging facilities, day care facilities of any type, government facilities, as well as the premises of any third-party retailer (including grocery stores, supermarkets and convenience stores) or any other location or venue to which access to the general public is restricted such as military installations, higher security headquarters or corporations, and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider, even if located within your Development Area).

We also may produce, license, distribute and market "Movita Juice Bar" brand named products, and products bearing other marks, including prepackaged food items and other food and beverage products; books; clothing; souvenirs and novelty items, at or through any location or outlet, including grocery stores and convenience stores (including those which may be located within the Development Area), and through any distribution channel, at wholesale or retail, including by means of mail order catalogs, direct mail advertising, Internet marketing and other distribution methods.

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. If you fail to meet any of your obligations under the Multi-Unit Development Agreement, including the development obligations, or commit a material breach of any Franchise Agreement that you have signed, or a material breach of any other agreement with us, we may terminate your right to develop, open and operate Movita Juice Bar locations in your Development Area, but the termination of your right to develop your Development Area will not terminate any rights granted under the Franchise Agreements then in effect between you and us, absent a breach of the Franchise Agreement itself. After the early termination or expiration of the term of your Multi-Unit Development Agreement, we may own, operate, or franchise or license others to operate additional locations anywhere, without offering you a ROFR and without any restriction, including in your Development Area, subject to the rights granted to you in the Protected Area established under any then-existing Franchise Agreements, provided that, if you determine that further development of your Development Area is desirable after the term of your agreement, you must notify us in writing, including the number of proposed locations and the proposed development schedule, within 180 days before the expiration of your Multi-Unit Development Agreement. If we determine that your proposed additional development is unacceptable in any respect, we will negotiate with you in good faith for 60 days to try to agree upon a mutually acceptable development schedule. If we determine that your proposed additional development is acceptable or if you and we reach an agreement on an alternative additional development obligation, you will have the right to enter into a new Multi-Unit Development Agreement and undertake additional development of your Development Area. Your Multi-Unit Development Agreement is otherwise not renewable.

ITEM 13: TRADEMARKS

Under the Franchise Agreement, we grant you the right to use our licensed principal identifying mark, Movita Juice Bar®. This mark is being licensed to Movita Juice Bar Franchise Corp from Movita Juice Bar, LLC (our "affiliate"). We also claim rights in the recipes for the various types of juices, smoothies, and Acai bowls used on our menu boards.

We have the following registered Marks with the United States Patent and Trademark Office (USPTO"):

MARK	REGISTRATION NUMBER	REGISTRATION DATE	CLASS	PRINCIPAL OR SUPPLEMENTAL REGISTER
Movita Juice Bar	6736969	May 24, 2022	029, 032	Principal
movita JUICE BAR	5047822	September 27, 2016	032	Principal
movita JUICE BAR	6737016	May 24, 2022	029, 032	Principal
Movita	6737030	May 24, 2022	029, 032	Principal

All required affidavits have been filed. There is no currently effective determination of the USPTO, the trademark administrator of this State or any court, nor any pending interference, opposition or cancellation proceeding, nor any pending material litigation involving the Marks described above.

All trademarks are owned by our affiliate, which granted us a royalty-free trademark license (the "Trademark License") and exclusive right to use and franchise the principal trademark and associated trade names, trademarks, service marks, logotypes and other commercial symbols and copyrights and proprietary materials in the United States to franchised operators of MJB outlets. The Trademark License does not contain any significant limitations on our right to use or license the trademarks to you, and will continue for a term of 10 years, with us having the right to renew the Trademark License for additional consecutive terms of 10 years. If the Trademark License were to be terminated, (i) we would have the right to change the name under which we and our franchisees operate and continue to operate and license their existing Movita Juice Bars under a different name, or (ii) Movita Juice Bar franchisees would have the right to continue to use the Marks while operating their franchised Movita Juice Bars for not less than the existing term of their Franchise Agreements. Except as described above, no agreements limit our rights to use or license the use of the trademarks.

You may use the Trade Name and Marks only in the operation of a Movita Juice Bar® Franchised Business in accordance with the Movita Juice Bar® System. Your use of the Trade Name and Marks must conform to the guidelines for their use in the Manual. You may not use any other trade name or marks in connection with a Movita Juice Bar® Franchised Business. You may not use the Trade Name as part of your legally registered corporate name, limited partnership name, or limited liability company name. If you misuse the Marks or the System or engage in conduct which reflects materially and unfavorably upon the goodwill associated with them or if you use in a Movita Juice Bar® Franchised Business any names, marks, systems, logotypes or symbols that we have not authorized you to use, we have the right to terminate your franchise immediately upon written notice.

You agree to notify us immediately in writing if you become aware of any unauthorized use of our Trade Name, Marks, or System or of use of marks that are confusingly similar to the Marks or of claims of rights to use the Marks by a person or company that is not a member of the Movita Juice Bar® Network, you must promptly notify us. You must promptly notify us in writing of any claim, demand, or suit against you or against your principals based upon or arising in connection with your use of the Trade Name, Marks, or System. In any action or proceeding arising from or in connection with a claim, demand, or suit involving the Marks or System, you agree that we may select legal counsel and has the right to control the proceedings.

We must indemnify and hold you harmless from all expenses and liabilities of any kind arising from or in any way connected to any third-party claim that your operation of a Franchised Business infringes its intellectual property rights or misappropriates its trade secrets. If you are made party to a legal proceeding in connection with a claim of this type, we will hire counsel to protect our interests and will defend you at our own expense. You will be bound by any settlement we negotiate, but we will reimburse you for your cost of compliance with the settlement agreement.

We have invested substantial time, energy, and money in the promotion and protection of our Trade Name and other . However, we may change our Trade Name and Marks and the specifications for each when we believe that these changes will benefit the Franchise Network. You must promptly conform, at your own expense, to any such changes. You will not have any rights against us if we require you and the other members of the Movita Juice Bar® Network to modify or discontinue use of the Trade Name or other Mark because of a legal proceeding, settlement of a dispute, or any other reason. We are not aware of any superior prior rights or infringing uses of our Trade Name or Marks that could materially affect your use of the principal Marks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have no patent or copyright registrations, nor any pending patent applications that are material to the franchise. We claim common law copyrights for our advertising materials and Manual.
You must keep as confidential our Manual, any supplements to the Manual and any other manuals

or written materials (including those materials made available to you in electronic format or as part of an online or cloud-based network that is a part of the System or designated by the System) used in connection with the Franchised Business. The Manual contains information about our System, system products and services, system supplies, proprietary products, marketing systems, and, among other things, confidential methods of operation. We consider the information a trade secret and extremely confidential. You must use all reasonable means to keep this information confidential and prevent any unauthorized copy, duplication, record or reproduction of this information. You must also require your employees to sign confidentiality agreements that will require them to keep confidential, both during and after their employment, all information designated by us as confidential. You must immediately inform us if you learn of any unauthorized use, infringement or challenge to the copyrighted materials, proprietary or confidential information, including but not limited to our Manual. We will take any and all action(s) (or refrain from same) that we determine, in our discretion, to be appropriate. We may control any action we choose to bring. We also maintain that our recipes and food preparation processes are valuable trade secrets and expect you to protect their secrecy.

Our Proprietary Rights in Other Confidential Information
You may never reveal any of our confidential proprietary information or trade secrets to another person or use it for another person or business. You may not copy any of our confidential proprietary information or disclose it to a third party except as we authorize. You must also promptly tell us when you learn about unauthorized use of any of our confidential proprietary information. We are not obligated to take any action but will respond to your notification of unauthorized use as we think appropriate.

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

You are required to either personally supervise your Franchised Business or employ a Designated Manager to supervise the Franchised Business on a day-to-day basis. The Designated Manager must successfully complete our initial training program and be certified by us as a manager before starting work. There is no requirement that your Designated Manager have an equity interest in the Franchised Business, but the General Manager cannot have an interest or business relationship with any of our business competitors. Your Designated Manager must be fluent in the English language. There are no limitations on whom you may hire as a Designated Manager. Your managers must sign a Nondisclosure and Noncompetition Agreement in the form of Attachment 6 to the Franchise Agreement.

You or the person you have employed as your Designated Manager must devote all their productive time and effort to the on-premises management and operation of the Movita Juice Bar Franchised Business, on a full-time basis during normal business hours. The Designated Manager or another employee who has successfully completed our initial training program must be present at the Franchised Business whenever the Movita Juice Bar Franchised Business is open for business. If we, in our sole discretion, determine that a Designated Manager is not properly performing his duties, we will advise you and you must immediately take steps to correct the situation. You must keep us informed as to the identity of your Designated Manager. Upon the termination of employment of a Designated Manager, you must appoint a successor within 30 days. Any successor Designated Manager must successfully complete our training program before starting work in the Franchised Business.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all the products and services and only the products and services that we have authorized you to provide. The Franchise Agreement does not limit our right to change the goods and services you are authorized to offer. If we advise you that a product or service must be obtained from a designated supplier, you must use the supplier we designate. If we advise you that a product or service may be obtained only from an approved supplier, you must obtain our prior written approval of any supplier that we have not already approved in writing.

You are not granted the right to engage in wholesale, Internet, or mail-order sales. You may engage only in over-the-counter sales at the Approved Location unless we permit you to engage in Delivery services. You may not engage in Delivery and/or off-premises sales of products or services to customers except as expressly permitted by us in writing. If we allow Delivery, we have the right to prescribe rules as we deem appropriate, including the boundaries of your delivery area (which may not be the same area as the Protected Area) and the manner and form of distribution of marketing, promotional or Delivery materials. We can revoke your right to provide Delivery at any time, including as a result of your inability to provide Delivery in accordance with our then current standards. Similarly, we can make adjustments to your provision of Delivery services (including the size of your delivery area) for any reason, including changing market conditions, population changes, and other relevant conditions.

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	**SECTION OF FRANCHISE AGREEMENT**	**SUMMARY**
a. Length of the franchise term	4.5.1	The term for a Movita Juice Bar is ten years or length of lease or sublease, as applicable, whichever is shorter.
b. Renewal or extension of the term	4.5.2	For a Movita Juice Bar, if you meet conditions described in 17c, you may extend the term of your franchise for a renewal term of 5 or or 10 years.
c. Requirements for franchisee to renew or extend	4.5.2	We use the term "renewal" to refer to extending our franchise relationship at the end of your initial term (and any other renewal or extension of the initial term). Upon renewal, you will be required to sign a new franchise agreement that may have materially different terms and conditions. Other conditions include: be in good standing, give timely notice, remodel the Movita Juice Bar as

		applicable, remodel the equipment, renew lease or sublease, as applicable, agree to employ a designated construction manager, pay fee and sign release. If you sublease your premises from us, we are not obligated to renew our master lease at the expiration of the current or any subsequent term, and if we elect not to do so, it will be your responsibility to obtain a new direct lease with the landlord in order to renew your franchise.
d. Termination by franchisee	10.2	If we are in material breach (beyond any applicable cure periods), you can terminate your franchise agreement.
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	10.2.1	We can terminate only upon uncured or non-curable material event of default.
g. "Cause" defined – curable defaults	10.2.2(a)-(d) and (q)	You have 5 days after notice to cure nonpayment defaults and 30 days to cure other curable defaults. Curable defaults include those specified in any (sub)lease or any other agreement between you and us and are also defaults which must be cured within the time specified in those agreements.
h. "Cause" defined – non curable defaults	10.2.2(e) - (q)	Non-curable defaults include failure to successfully complete initial training, misuse of marks, misrepresentation in securing franchise, abandonment, repeated defaults, unapproved transfer, insolvency, conviction of criminal conduct, competition with Franchise Network, and non-curable defaults specified in any (sub)lease or any other agreement between you and us. Option terminates if you do not accept a proposed site in the optioned shopping center.
i. Franchisee's obligations on termination/non-renewal	10.3	Complete de-identification, payment of amounts due, honoring option to purchase, assigning phone numbers, and more.
j. Assignment of contract by franchisor	9.7	May assign to company that we reasonably believe can perform obligations and that promises in writing to perform obligations.

k. "Transfer" by franchisee – defined	3.13	Includes lien or transfer of agreement or sale of assets or ownership change.
l. Franchisor approval of transfer by franchisee	9.3	We have the right to approve all Transfers but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	9.2 – 9.3	Except as describe below, you may not transfer your Franchise Agreement except with our written consent. You may transfer the Franchise Agreement to an entity of which you directly own 100% interest for convenience of ownership. If the new franchisee is a business entity, all holders of a 10% or greater interest in the new franchisee must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with such a transfer, including attorneys' fees. With our written consent, you may transfer the Franchise Agreement to a new franchisee provided that the new franchisee qualifies, the transfer fee is paid, the purchase agreement approved, training is completed, a release signed, and the new franchisee signs current agreement. Before shares of a Franchisee which is a business entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable fee to reimburse us for our costs and expenses associated with reviewing the offering materials.
n. Franchisor's right of first refusal to acquire franchisee's business	9.3	We have the right to match any offer to buy your business.
o. Franchisor's option to purchase franchisee's business	10.3(f)	We have an option to buy any of the assets of your business upon termination.
p. Death or disability of franchisee	9.6	Heirs must qualify or have 60 days to sell.

q. Non-competition covenants during the term of the franchise	8.6, Attachment 6	Unless we otherwise consent, you can not engage in "Competitive Activities" defined as owning, operating, lending to, advising, being employed by, or having any financial interest in any Movita Juice Bar, or business that specializes in preparation, production or sale, at retail or wholesale, of any food product or any other featured menu item which is now or in the future an Authorized Movita Juice Bar Product, other than a Movita Juice Bar operated pursuant to a validly subsisting franchise agreement with us. "Competitive Activities" does not include the direct or indirect ownership solely as an investment, of securities of any entity which are traded on any national securities exchange if applicable owner thereof (i) is not a controlling person of, or a member of a group which controls, the entity and (ii) does not, directly or indirectly, own 5% or more of any class of securities of the entity.
r. Non-competition covenants after the franchise is terminated or expires	8.6, Attachment 6	If your Franchised Business is a Movita Juice Bar, then, except with our express written consent, you may not have any involvement in any Competitive Activities, as defined above, for 24 months within the Protected Area, within twenty-five miles of the Protected Area, within the protected area of any other Movita Juice Bar or within twenty-five miles of the protected area of any other Movita Juice Bar.
s. Modification of the agreement	11.4	Modification of agreement only by written agreement of parties; Manual may change from time to time.
t. Integration/merger clause	11.6	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	11.7, 11.8	Except for certain claims, the parties agree in the Franchise Agreement to submit disputes (not including your failure to pay us sums due or an act of yours allowing us to immediately terminate the Franchise Agreement) initially to a meeting in person of our executive officers and your Principal Equity Owners at our principal executive office (without our respective legal counsel) within five business days after a party requests this meeting to conduct a good faith discussion and negotiation of

		the issues with a view to arriving at a settlement. If this meeting does not resolve the dispute (or the meeting does not occur), within 10 business days after the meeting takes place (or should have taken place), the parties may submit the dispute to a mutually acceptable mediator who is a State Bar of California Board of Legal Specialization Certified Specialist in Franchise and Distribution Law. If a mediation takes place but does not resolve the dispute or if no mediation occurs, the dispute will be resolved by arbitration by and before JAMS, Inc. in accordance with its Streamlined Arbitration Rules and Procedures (if the amount in controversy is less than $250,000) or its Comprehensive Arbitration Rules and Procedures (if the amount in controversy is $250,000 or more). Or if the parties mutually agree, the dispute may be submitted to arbitration conducted by another arbitration organization providing arbitrators with experience in franchise law.
v. Choice of forum	11.7, 11.8	Arbitration proceedings will take place in Los Angeles County, California. Mediation proceedings may take place at any mutually agreed location. Any litigation proceedings will be filed in an appropriate court in California.
w. Choice of law	11.2	The Federal Arbitration Act (9 U.S.C. §1 et seq.) governs the arbitration of disputes under the Franchise Agreement and the MULTI-UNIT DEVELOPMENT AGREEMENT. Otherwise, California law governs the Franchise Agreement (and the MULTI-UNIT DEVELOPMENT AGREEMENT if applicable).

MULTI-UNIT DEVELOPMENT AGREEMENT

This table below lists certain important provisions of the Multi-Unit Development Agreement. **You should read these provisions in the agreement attached to this disclosure document**.

PROVISION	SECTION IN MULTI-UNIT DEVELOPMENT AGREEMENT	SUMMARY
a. Term of the license	§4.1	Typically, 3 years or until you sign a franchise agreement for your last Movita Juice Bar necessary to satisfy your Development Obligation, whichever is earlier.
b. Renewal or extension of the term	§ 4.2	You do not have the right to renew your Multi-Unit Development Agreement. However, if we determine that further development of your Development Area is desirable, if you are in good standing and you are not in default under your Multi-Unit Development Agreement, we will offer you the opportunity to develop additional Movita Juice Bar locations under a new Multi-Unit Development Agreement.
c. Requirements for you to renew or extend	§§ 4.3 -4.4	We use the term "renewal" to refer to extending our franchise relationship at the end of your initial term (and any other renewal or extension of the initial term) and you must, at our option, sign a new Multi- Unit Development agreement that may have materially different terms and conditions than your original contract. You must sign a new Multi-Unit Development Agreement on our then current form, which will You and your affiliates who have a currently existing franchise agreement or Multi-Unit Development agreement with us must sign a general release.
d. Termination by you	§ 9.1	If we are in material breach (beyond any applicable cure periods), you can terminate your franchise agreement.
e. Termination by Us without	None	Not Applicable
f. Termination by Us with cause	§ 9.1	We can terminate if you or any of your affiliates materially default under the Multi-Unit Development Agreement, an individual franchise agreement, or any other agreement with us or any of our affiliates.
g. "Cause" defined – defaults which can be cured	§ 9.1	You have 5 days to cure non-payment of fees and 30 days to cure any other default, provided that in the case of a breach or default in the performance of your obligations under any franchise agreement or other agreement, the notice and cure provisions of such agreement will control.

h. "Cause" defined – defaults which cannot be cured	§ 9.1	Non-curable defaults include: unapproved transfers; failure to meet development obligations, and any breach of unfair competition provisions.
i. Your obligations on termination/non renewal	§ 4.5	You will have no further right to develop or operate additional Movita Juice Bar locations which are not, at the time of termination, the subject of a then- existing franchise agreement between you and us. You may continue to own and operate all pursuant to then- existing franchise agreements.
j. Assignment of contract by Us	§ 7.1	No restriction on our right to assign.
k. "Transfer" by you – definition	§ 7.3	Includes transfer of the agreement or change in ownership of a franchisee which is an entity.
l. Our approval of transfer by you	§ 7.3	Transfers require our express written consent, which consent may be withheld for any reason at all in our sole judgment.
m. Conditions for our approval of transfer	§§ 7.2 and 7.3	Except as describe below, you may not transfer your Multi-Unit Development Agreement or any franchise agreement signed pursuant to the Multi- Unit Development Agreement except with our written consent and a simultaneous assignment of the Multi-Unit Development Agreement and all franchise agreements signed pursuant to the Multi- Unit Development Agreement to the same assignee. With our written consent, you may transfer a franchise agreement to an entity of which you directly own 100% interest for convenience of ownership. If the new franchisee is a business entity, all holders of a 10% or greater interest in the new franchisee must sign a guaranty. You must reimburse us for all costs and expenses that we incur in connection with such a transfer, including attorneys' fees. At our election, the assignee must sign our then current form of franchise agreement for each Movita Juice Bar then developed or under development. Before shares of a Franchisee which is a business entity may be offered by private offering, you must provide us with copies of all offering materials; indemnify us, our Affiliates, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each in connection with the offering; and pay us a non-refundable $5,000 fee to reimburse us for our costs and expenses associated with reviewing the proposed offering.

n. Our right of first refusal to acquire your business	§ 7.3	We can match any offer for your business.
o. Our option to purchase your business	§ 7.3	We have the right to purchase all assets of your business, including all fixtures, equipment, inventory and contract rights, free and clear of all liens and encumbrances at any time after the earlier of: (a) 24 months after the opening date of the first Movita Juice Bar you open under the Multi-Unit Development Agreement; or (b) the day that your Multi-Unit Development Agreement is terminated, if terminated due to your failure to meet your development obligation. The purchase price will, at your option, be either (i) (a) 5 times your Movita Juice Bar®-Level EBITDA for the previous 12 months for Movita Juice Bar locations open and operating for more than 12 months, plus (b) the initial franchisee fee and certain costs for Movita Juice Bar locations that have not opened or have not been open and operating for 12 months; or (ii) the fair market value of the assets. If you do not make a timely selection of the methodology, then the methodology used will be determined by us. You must make customary representations and warranties to us.
p. Your death or disability	§ 9.1	Your heirs have 60 days after your death or legal incapacity to assign the Multi-Unit Development Agreement to a person acceptable to us. See also "m" above.
q. Non-competition covenants during the term of the franchise	§ 8.1	Unless we otherwise consent, you can not engage in "Competitive Activities" defined as owning, operating, lending to, advising, being employed by, or having any financial interest in (i) any Movita Juice Bar or business that specializes in preparation, production or sale, at retail or wholesale, of any food product or any other featured menu item which is now or in the future an Authorized Movita Juice Bar Product, other than a Movita Juice Bar operated pursuant to a validly subsisting franchise agreement with us. "Competitive Activities" does not include the direct or indirect ownership solely as an investment, of securities of any entity which are traded on any national securities exchange if applicable owner thereof (i) is not a controlling person of, or a member of a group which controls, the entity and (ii) does not, directly or indirectly, own 5% or more of any class of securities of the entity.

r. Non-competition covenants after the franchise is terminated or expires	§ 8.2	Except with our express written consent, no involvement in any Competitive Activities, as defined above, for 24 months within the Development Area, within twenty-five miles of the Development Area, within any protected area assigned under any franchise agreement entered into in connection with the Multi-Unit Development Agreement, within twenty five miles of any protected area assigned under any franchise agreement entered into in connection with the Multi-Unit Development Agreement, within the protected area of any other Movita Juice Bar location or within twenty five miles of the protected area of any other Movita Juice Bar.
s. Modification of the agreement	§ 10.9	The agreement may be modified only by written agreement between the parties.
t. Integration/ merger clause	§ 10.9	Only the terms of the Multi-Unit Development Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Multi-Unit Development Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	§§ 10.17 and 10.18	Except for certain claims, the parties agree in the Franchise Agreement to submit disputes (not including your failure to pay us sums due or an act of yours allowing us to immediately terminate the Franchise Agreement) initially to a meeting in person of our executive officers and your Principal Equity Owners at our principal executive office (without our respective legal counsel) within five business days after a party requests this meeting to conduct a good faith discussion and negotiation of the issues with a view to arriving at a settlement. If this meeting does not resolve the dispute (or the meeting does not occur), within 10 business days after the meeting takes place (or should have taken place), the parties may submit the dispute to a mutually acceptable mediator who is a State Bar of California Board of Legal Specialization Certified Specialist in Franchise and Distribution Law. If a mediation takes place but does not resolve the dispute or if no mediation occurs, the dispute will be resolved by arbitration by and before JAMS, Inc. in accordance with its Streamlined Arbitration Rules and Procedures (if the amount in controversy is less than $250,000) or its Comprehensive

		Arbitration Rules and Procedures (if the amount in controversy is $250,000 or more). Or if the parties mutually agree, the dispute may be submitted to arbitration conducted by another arbitration organization providing arbitrators with experience in franchise law.
v. Choice of forum	§§ 10.15, 10.17 and 10.18	Arbitration proceedings will take place in Los Angeles County, California. Mediation proceedings may take place at any mutually agreed location. Any litigation proceedings will be filed in an appropriate court in California.
w. Choice of law	§ 10.8	The Federal Arbitration Act (9 U.S.C. §1 et seq.) governs the arbitration of disputes under the Franchise Agreement and the MULTI-UNIT DEVELOPMENT AGREEMENT. Otherwise, California law governs the Franchise Agreement (and the MULTI-UNIT DEVELOPMENT AGREEMENT if applicable).

Note: Please see "Specific State Disclosures," immediately following Item 23 of this disclosure document, for important information concerning your rights under certain laws of various states, including your rights regarding choice of law, choice of forum, termination and renewal.

ITEM 18: PUBLIC FIGURES

We do not use any public figure in our trade name or symbol. We do not use the endorsement of any public figure to promote the sale of franchises.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of LLC-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jorge Campos, Movita Juice Bar, 9901 Paramount Blvd., Ste. 200, Downey, CA 90241, telephone (818) 266-2627, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2021 to 2023

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2021	0	0	0
	2022	0	1	+1
	2023	1	3	+2
Company Owned*	2021	8	9	+1
	2022	9	10	+1
	2023	10	12	+2
Total Outlets	2021	8	9	+1
	2022	9	11	+2
	2023	11	15	+4

*owned by affiliate

TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2021 to 2023

STATE	YEAR	NUMBER OF TRANSFERS
None	2021	0
	2022	0
	2023	0

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS (Open)
FOR YEARS 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
California*	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	2	0	0	0	0	3
Totals	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	2	0	0	0	0	3

*14 new Franchises were sold in 2023, not yet open and 13 additional were sold as of 5-7-24 (See Exhibit E)

TABLE NO. 4
STATUS OF COMPANY OWNED OUTLETS
FOR YEARS 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
California*	2021	8	1	0	0	0	0	9
	2022	9	1	0	0	0	0	10
	2023	10	2	0	0	0	0	12
Totals	2021	8	1	0	0	0	0	9
	2022	9	1	0	0	0	0	10
	2023	10	2	0	0	0	0	12

* An affiliate owned unit opened in California in February 2024

TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2023

State	Franchise Agreement Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year (2024)	Projected New Company Owned Outlets in the Next Fiscal Year
California	14	5	1
Nevada	2	2	0
TOTAL	16	7	1

Attached to this disclosure document as Exhibit E is a list of the current franchisees.

ITEM 21: FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit F are our audited financial statements as of March 31, 2024, March 31, 2023, and March 31, 2022. Our fiscal year ends on March 31.

ITEM 22: CONTRACTS

The following agreements are proposed for use in this state in connection with the franchise we offer:

TITLE OF AGREEMENT	EXHIBIT/ ATTACHMENT #	SIGNED BY
Franchise Agreement	Exhibit B	You and Us
Special Release of Claims	Attachment 2	You

Authorization Agreement for Prearranged Payment	Attachment 3	You and your financial institution
Assignment of Telephone Numbers, Email Address and URL's and Special Power of Attorney	Attachment 4	Franchisee
Nondisclosure and Noncompetition Agreement (in connection with the Franchise Agreement)	Attachment 6	Related Parties* and Certain Employees
Personal Guaranty and Subordination Agreement	Attachment 7	Officers, 10% shareholders, general partners and limited liability company members
Multi-Unit Development Agreement	Exhibit C	You and Us
Nondisclosure and Noncompetition Agreement (in connection with the Multi-Unit Development Agreement)	Attachment D to the Multi- Unit Development Agreement	Related Parties* and Certain Employees

ITEM 23: RECEIPTS

Attached, as the last page of this disclosure document (Exhibit G-2), is a receipt. Please sign it, date it as of the date you receive the disclosure document and return it to us. A duplicate of the receipt (Exhibit G-1) is attached for your records.

ADDENDUM TO
DISCLOSURE DOCUMENT:
STATE SPECIFIC DISCLOSURES

California

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

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

The franchisor nor any person in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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 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 requires binding arbitration. The arbitration will occur in Los Angeles County, California, with the costs being borne by the franchisor and franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 Through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires application of the laws of California.. The Franchise Agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT WWW.DFPI.CA.GOV.

Section 31512 of the Franchise Investment Law (FIL) and 20010 of the California Franchise Relations Act (CFRA) provide that any condition, stipulation or provision purporting to bind you to waive compliance with any provision of these laws is void. Therefore, any release of claims that you must sign as a condition of renewal or transfer may not apply to claims arising under the FIL or the CFRA.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

California Addendum to Franchise Agreement and Multi Unit Development Agreement

Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

FRANCHISOR
MOVITA JUICE BAR FRANCHISE CORP.

Date: ________________

By: ______________________________
Raul Rodriguez, Chief Executive Officer
5701 S. Eastern Ave, Suite 320,
Commerce, CA 90040

Sign here if Franchisee is an individual:

FRANCHISEE

Date: ________________

____

Print Name: ________________________________

Print Address: ________________________________

____

Sign here if Franchisee is a company:

FRANCHISEE

Print Company Name: ________________________________

Date: _________________ By: _______________________________

Print Name: ________________________________

Print Title: ________________________________

Print Address: ________________________________

EXHIBIT A-1

STATE ADMINISTRATORS

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

Commissioner of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, CA 95834
1-866-275-2677

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

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

Hawaii
Franchise & Securities Division
State Department of Commerce
P.O. Box 40
Honolulu, HI 96813

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

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

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

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

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

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

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

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

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

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

North Dakota
Office of Securities Commissioner
600 East Boulevard, 5th Floor

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

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

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

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

Department 414
Bismarck, ND 58505

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

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

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

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

EXHIBIT A-2
AGENTS FOR SERVICE OF PROCESS

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

Commissioner of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, CA 95834
1-866-275-2677

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

Hawaii
Director of Department of Commerce and Consumer Affairs
335 Merchant Street, Suite 203
Honolulu, HI 96813

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

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

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

Minnesota
Commissioner of Commerce of Minnesota
Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101

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

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

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

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

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

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

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

EXHIBIT B
FRANCHISE AGREEMENT

MOVITA JUICE BAR®
FRANCHISE AGREEMENT

MOVITA JUICE BAR®

FRANCHISE AGREEMENT

1. PARTIES

This Agreement is made between Movita Juice Bar Franchise Corp., the franchisor ("MJB"), a California corporation with its principal office in the city of Commerce, California, and [*franchisee's legal name*] ("you") as of the ____day of _________, 20___(the "Effective Date").

2. RECITALS

2.1 Ownership of System

Movita Juice Bar, LLC is the owner of certain intellectual property rights, including the mark "Movita Juice Bar." Movita Juice Bar, LLC ("LLC") has licensed these intellectual property rights to Movita Juice Bar Franchise Corp. We have spent a considerable amount of time, effort, and money to develop business methods, technical knowledge, and marketing concepts including proprietary recipes, operational processes, trade secrets, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural design and uniforms, and employee training techniques that, taken together, make up a proprietary system for the operation of juice bars. All trademarks are owned by LLC, which granted us a royalty-free trademark license (the "Trademark License") and exclusive right to use and franchise the principal trademark and associated trade names, trademarks, service marks, logotypes and other commercial symbols and copyrights and proprietary materials in the United States to franchised operators of Movita Juice Bar outlets. The Trademark License does not contain any significant limitations on our right to use or license the trademarks to you, and will continue for a term of 10 years, with us having the right to renew the Trademark License for additional consecutive terms of 10 years. If the Trademark License were to be terminated, (i) we would have the right to change the name under which we and our franchisees operate and continue to operate and license their existing Outlets under a different name, or (ii) Movita Juice Bar franchisees would have the right to continue to use the Marks while operating their franchised Outlets for not less than the existing term of their Franchise Agreements. Except as described above, no agreements limit our rights to use or license the use of the trademarks.

2.2 Objectives of Parties

MJB would like to grant to you and you would like to accept from us a franchise to own and operate a Movita Juice Bar using the Trade Name, Marks, and System, upon the terms and conditions below.

3. DEFINITIONS

For purposes of this Agreement when any of the following words and phrases begins with a capital letter, its meaning is defined in this Article 3:

3.1 Gross Revenue

"Gross Revenue" means "the total amount of income of any type or nature generated by you and your Related Parties, directly or indirectly, from, by or on account of the operation of the Franchised Business, including but not limited to for all goods (including gift cards) sold and services rendered from the Approved Location or in connection with the Trade Name or Marks, in whatever form and from whatever source (including revenues from special or promotional programs, delivery services and fees, other revenues associated with delivering and/or selling products or services off premises or any other revenue-generating activity), including but not limited to cash, services, in kind from barter and/or exchange, on credit or otherwise as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses and taxes. However, the definition of Gross Revenue does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities, proceeds from insurance with respect to your property damage or liability, proceeds from civil forfeiture, condemnation or seizure by governmental entities or the amount of any returns, discounts, credits, allowances, or adjustments, within an accounting period.

Without limiting the foregoing, fees, charges, payments or other amounts remitted to or collected by delivery services, providers, platforms or aggregators shall not be deducted from Gross Revenue."

3.2 Agreement
"The Agreement" or "this Agreement" means "this Franchise Agreement."

3.3 Approved Location
"Approved Location" means "a location that we have approved in writing as a site at which you may own and operate a Movita Juice Bar."

3.4 Franchised Business
"Franchised Business or Movita Juice Bar" means "a business that we conduct or have authorized a franchisee to conduct under the Trade Name, Marks, and System."

3.5 Designated Manager
"Designated Manager" means the individual (may be a Principal Equity Owner) that has been designated by you as the person responsible for the day-to-day operation of the Outlet, and who has successfully completed Initial Training.

3.6 Franchise Network
"Franchise Network" means "the interdependent network composed of Movita Juice Bars, all of our franchisees, and any other people or business entities that we have licensed to use the Trade Name, Marks, System, or any of them."

3.7 Gift Card
"Gift Card" shall have the meaning set forth in Section 7.6.3.

3.8 Gift Card Program
"Gift Card Program" shall have the meaning set forth in Section 7.6.3.

3.9 Good Standing
"Good Standing" means "your timely compliance and that of your Related Parties with all provisions of this Agreement and the Manual, specifically including provisions for timely payment of money you owe to us or our Related Party."

3.10 Manual
"Manual" means "the manual or manuals that MJB will lend you or to which we will give you access on our intranet during the term of this Agreement, containing information, forms, and requirements for the establishment and operation of a Movita Juice Bar and for use of our Trade Name and Marks."

3.11 Marks
"Marks" means Movita Juice Bar and the "selected trademarks, service marks, trade dress, logotypes, slogans, and other commercial symbols that we own and license to you under this Agreement."

3.12 Proprietary Product
"Proprietary Product" means "any product that has been manufactured in accordance with our secret recipes or specifications or that has been packaged or labeled with the Marks."

3.13 Protected Area
"Protected Area" means "an area surrounding an Approved Location within which we agree to refrain from specified competitive activities." "Protected Area" does not include sites along toll roads, or in hotels and motels, ships, ports, piers, airports, railroads, train stations, other modes of mass transportation, casinos, movie theaters, theme parks, stadiums, sports arenas, college and university campuses, healthcare facilities, regional malls, outlet malls, guest lodging facilities, day care facilities of any type, government facilities, as well as the premises of any third-party retailer (including grocery stores, supermarkets and convenience stores) or any other location or venue to which access to the general public is restricted such as military installations, higher security headquarters or corporations, and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider, which are located within its borders.

3.14 Related Party
"Related Party" or "Related Parties" means "people or companies affiliated with us or you, as the context suggests, including companies under common control, shareholders, partners, members, officers and directors."

3.15 Transfer
Subject to the exceptions described in Article 9 of this Agreement, "Transfer" means "any sale, gift, or other change in ownership of all or any part: (1) of the rights and obligations of this Agreement, (2) of the Movita Juice Bar, including the lease for the Approved Location, or (3) of an ownership interest in you."

3.16 Start Date
"Start Date" means the earlier of (i) the first anniversary of the Effective Date, or (ii) the date that your juice bar opens. The Start Date may be extended only with our written consent.

3.17 System
"System" means "the business methods, technical knowledge, and marketing concepts licensed by us to you under this Agreement, including the right to use our processes, recipes, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural design and uniforms, and employee training techniques."

3.18 Termination
"Termination" means "expiration of this Agreement, nonrenewal of this Agreement, or termination, under the circumstances described in Article 10 of this Agreement, of the then- current term of this Agreement prior to its normal expiration date.

3.19 Trade Name
"Trade Name" means "the commercial name MOVITA JUICE BAR."

3.20 MJB
"MJB" means "Movita Juice Bar Franchise Corp. or any person or company to which Movita Juice Bar Franchise Corp. allocates all or part of our rights and obligations under this Agreement."

3.21 You
"You" means "the person or company that is named as 'you' in Article 1 of this Agreement." "You" means, in addition, "all people or entities that succeed to your interest by Transfer or operation of law."

4. FRANCHISED RIGHTS

4.1 Granting Clause
MJB grants to you and you accept from us a franchise to own and operate a Movita Juice Bar at an Approved Location under the Trade Name, Marks, and System during the term of this Agreement and according to its provisions. You are not granted the right to engage in wholesale, Internet, or mail-order sales. You may engage only in over-the-counter sales at the Approved Location.

4.2 Protected Area
Each Approved Location will be within a Protected Area, specified in Attachment 1 to this Agreement, that will be the smaller of the area within a one-half (½) mile radius of the Approved Location or the shopping center or mall within which the Approved Location is located. With the exceptions described below, we agree not to authorize any other franchisee to base a Movita Juice Bar within the Protected Area, base any LLC-owned or juice bar within the Protected Area, or allow any other franchisee or LLC-owned juice bar to relocate to a site within the Protected Area.

Your Protected Area does not give you any exclusivity with respect to customers located in the Protected Area or elsewhere. We have the right to prescribe all matters relating to delivery of products to customers ("Delivery"), including the boundaries of your delivery area (which may not be the same area as the Protected Area) and the manner and form of distribution of any marketing, promotional or delivery materials. We can revoke your right to provide Delivery at any time, including as a result of your inability to provide Delivery in accordance with our then-current standards. Similarly, we can make adjustments to your provision of Delivery services (including the size of your delivery area) for any reason, including changing market conditions, population changes, and other relevant conditions.

4.3 Rights Reserved
We reserve the exclusive right to control Internet sales. Further, we reserve for ourselves and our affiliates all rights not expressly granted in this Agreement, including the right to sell Proprietary Products through any means of distribution not specifically prohibited by another provision of this Agreement. We and our affiliates expressly retain the rights to engage in grocery or club store

sales or licensing, wholesale, computer, and mail-order sales within the Protected Area. Further, we and/or affiliates may sell Proprietary Products and enfranchise others to sell Proprietary Products sold under any trade name, trademark or service mark (including the Trade Name and Marks) to retail stores and restaurants located anywhere, including but not limited to the Protected Area.

4.4 Relocation

You may relocate the Movita Juice Bar within the Protected Area only with our prior written consent, which will be granted only if the following conditions are fulfilled:
(a) You and your Related Parties are in Good Standing under the franchise agreement, any other agreement between us or our Related Party and you, and the Manual;
(b) You and any Related Parties that have signed the original franchise agreement have signed a copy of the franchise agreement that is currently effective at the time of relocation;
(c) You agree to plan, construct, equip, and furnish your new Movita Juice Bar so that the premises meet the standards of appearance and function applicable to the premises of new juice bars at the time of relocation and to employ a construction manager whom we have approved at least sixty (60) days before relocating;
(d) You and any Related Parties that are parties to the franchise agreement have signed a special release of claims, except for non-waivable statutory claims, in the form of Attachment 2 to this Agreement, with respect to past dealings with us and our Related Parties;
(e) You have paid us the relocation fee described in Article 6 to defray the cost to us of site inspection and construction design review, and
(f) We have given our prior written approval to the new site and the provisions of the lease for the new premises, and we shall not be required to assume, undertake, or continue, any liability with respect to the Lease for the Movita Juice Bar premises, whether as assignor, signatory or guarantor, and it shall be your exclusive responsibility to provide such guarantees, security or other financial assurances as may be acceptable to us and the master lessor.

4.5 Term and Renewal

4.5.1 Initial Term

The initial term of the franchise will begin on the Start Date and will continue for a period of ten (10) years.

4.5.2 Renewal

You will have the right to renew the franchise for an additional renewal term of ten (10) years, on the same terms and conditions as those on which we are customarily granting new franchises at the time of renewal if at the time of renewal, you meet the following conditions:

(a) You and your Related Parties are in Good Standing under this Agreement, any other Agreement between us or our Related Party and you, and the Manual,
(b) You and any Related Parties that have signed this Agreement have signed a new franchise agreement in the currently effective form not less than sixty (60) days before the expiration of this Agreement or thirty (30) days after you receive the new franchise agreement from us, whichever is earlier,
(c) You have agreed that you will employ a construction manager whom we have approved in writing at least forty-five (45) days before the renewal term begins,
(d) You have agreed that you will, at your own expense, remodel, modernize and redecorate the juice bar premises and replace and modernize the fixtures, equipment, and signs used in

the juice bar to meet the standards of appearance and function applicable to new juice bars at that time; you will begin remodeling, modernizing and/or redecorating the juice bar within the earlier of three months of date of your renewal franchise agreement or the date such remodeling, modernizing and/or redecorating is required under your lease,

(e) You have renewed or have the right to renew the lease, or sublease, as applicable, for the Approved Location according to section 7.3.1 of this Agreement,

(f) You and any Related Parties have signed a special release of claims, except for nonwaivable statutory claims, with respect to past dealings with us in the form of **Attachment 2** to this Agreement,

(g) You have paid the renewal fee described in Article 6.

.

The provisions of the standard franchise agreement we use at the time of renewal may be materially different from this agreement's provisions. Changed provisions may include but are not limited to increased royalties and advertising fund contributions and a modified Protected Area.

4.5.3 Lease

You acknowledge that your right to enter into a renewal agreement, and the continuation of the term of this Agreement, shall be subject to the continuation of your right to occupy the Movita Juice Bar premises. If your premises has been leased or subleased by you from a third party, it shall be your sole responsibility to maintain your lease or sublease for the juice bar premises in full force and effect.

5. SERVICES TO FRANCHISEE

We agree to perform the following services for you at locations selected by us provided that you are, at the time when service is to be rendered, in Good Standing under this Agreement, any other agreement with us, and the Manual:

5.1 Buildout and Decor

We will give you a construction manual to guide you in constructing tenant improvements to, furnishing, and equipping your Movita Juice Bar.

5.2 Initial Training

Before the opening of your Movita Juice Bar, we will conduct an initial training program in the operation of the juice bar under the System for as many as three (3) members of your management. Your Designated Manager must attend and successfully complete the training program to our satisfaction before you may open your juice bar. If the employment of a Designated Manager is terminated, you must promptly employ a new Designated Manager within 30 days who must successfully complete the initial training program before starting work.

5.3 Manual

We will lend you or make available to you a Manual containing explicit instructions for use of the Marks, specifications for goods that will be used in or sold by the juice bar, sample business forms, information on marketing, management, and administrative methods developed by us for use in the juice bar, names of approved suppliers, and other information that we believe may be necessary or helpful to you in your operation of the juice bar. We will revise the manual periodically to conform to the changing needs of the Franchise Network and will distribute updated pages containing these revisions to you, or, if the Manual has been placed on our intranet, will post revised pages there.

5.4 Approved or Designated Suppliers
We will give you, in the Manual or otherwise in writing, a list of names and addresses of approved or designated suppliers of specified goods and services that you may or must, respectively, use or sell in your juice bar. In approving or designating a particular supplier, **we expressly disclaim any warranties or representations as to the condition of the goods or services sold by such suppliers, including, without limitation, expressed or implied warranties as to merchantability or fitness for any intended purpose.** You agree to look solely to the manufacturer of goods or the supplier of services for the remedy for any defect in the goods or services. We cannot guarantee that any designated supplier will offer or continue any particular pricing, warranty or other terms of sale. Also, we cannot guarantee a continuing supply from any designated supplier. We are not under any obligation to you with respect to the terms negotiated or the terms of any supplier. We cannot guarantee that designated suppliers will offer or continue to offer you any trade credit terms as that is solely up to the supplier and their credit standards.

5.5 Continuing Education
We may, at our sole discretion, offer continuing education programs at any Convention.

5.6 Consultation
We may visit you periodically at no cost to you to provide additional sales and administrative review and assistance, including assistance with establishing and using administrative, bookkeeping, accounting and inventory control procedures. If you request this assistance and we agree to provide it, you must reimburse us for the cost of our representative's transportation and lodging. We may also, at our discretion, charge an additional training fee of up to $750 per day for MJB training courses, seminars, conferences or other programs that we require you or your representatives to attend. The nature, frequency and duration of this assistance buy our representatives will be in our sole discretion.

5.7 Advertising
5.7.1 Advertising Fund
We will administer the advertising fund, which will be accounted for separately on the general ledger. The purpose of the fund is to pool our advertising money and that of each of our franchisees so as to achieve greater benefits for all in promoting the Trade Name and Marks. The fund may be used to pay for market research, advertising materials, media space and time for a national or regional advertising program, a referral program, or any combination of them. The fund may also be used for advertising grants to franchisees, collectively on a regional basis or individually on a local basis.
Additionally, the advertising fund may be used to reimburse us, our affiliates or parent for salaries, benefits, overhead and other administrative expenses incurred in connection with administering the advertising fund. In addition, the fund may be used to pay for point-of-purchase materials or public relations projects. Twenty percent (20%) of fund money will be used to compensate us for overhead and other expenses incurred in connection with our administration of the fund. We will distribute to our franchisees, once a year, an advertising fund report which will set out the total amounts of money collected and spent by the fund during the past year and list, by general category, the manner in which the money was spent.

5.7.2 Allocation of Expenditures
Because the benefits of advertising and promotion are difficult to measure, we reserve the unqualified right to determine, in our sole discretion, how advertising fund money may be spent,

which may include reimbursement to us, our affiliates or parent for salaries, benefits, overhead and other administrative expenses incurred in connection with administering the advertising fund.

5.7.3 Repayment of Advances

We have the right to loan money to the advertising fund, without interest, and to repay ourselves from fund money during the same or a subsequent fiscal year.

5.8 Proprietary Products Availability

We will use our best efforts to ensure that we or a designated supplier will at all times have a supply of Proprietary Products for sale to you.

5.9 Point of Sale System and Computer System

You must purchase, use and maintain the computerized point of sale cash collection system and integrated business computer (including all related hardware and software) as specified in the Confidential Operations Manual or otherwise by MJB in writing for use in connection with the Outlet (the "POS System"). The POS System must be connected at all times to a dedicated digital subscriber line ("DSL") or other high-speed communications medium specified by MJB, and be capable of accessing the Internet for the purpose of implementing software, transmitting and receiving data, accessing the Internet in the manner designated by MJB in the Confidential Operations Manual or otherwise by MJB in writing for maintaining the POS System. You must obtain and maintain an annual maintenance agreement with the manufacturer or distributor of the POS System. The POS System must be electronically linked to MJB. We may electronically access the POS System on a daily or other basis at such times and in such manner as determined by MJB, with or without notice, to retrieve such transaction information including sales, sales mix, usage and other operations data as MJB deems appropriate. You must ensure that only adequately trained employees, in our discretion, are allowed to conduct transactions using the POS System. Within a reasonable time upon our request, you must apply for and maintain debit cards, credit cards or other non-cash systems existing or developed in the future to enable customers to access MJB products via such procedure, as specified by us. We may require you to update, upgrade or replace the POS System, including hardware and/or software, from time to time upon written notice, provided that you will not be required to replace the POS System any more frequently than once every three years.

In addition to the POS System, you will be required to purchase, use and maintain a Computer System (including Quick Books and other related hardware and software) we specify in the Manual or otherwise in writing for use in connection with the Movita Juice Bar. We don't specify or recommend the brand or type of business computer you use. But if this changes, you will be notified. We also require you to maintain an e-mail account and connect the Computer System to a dedicated Internet line (or other communications medium we specify) at all times and be capable of accessing the Internet via a third party network we designate in the Manual or otherwise in writing. You must allow us to access your Computer System on a daily or other basis at the times and manner determined by us or our designated affiliate, with or without notice, and to retrieve transaction information (including sales, sales mix, usage and other operations data) that we deem appropriate. You must always have and maintain adequate anti-virus software in any computer you use to communicate with us directly or through our master website or intranet. We anticipate the annual cost of optional or required maintenance, updating, operating or support contracts regarding the Computer System will range from $1,000 to $2,500.

6. PAYMENTS BY FRANCHISEE

6.1 Initial Franchise Fee

When you sign this Agreement, you will pay us in immediately accessible funds an initial franchise fee of forty thousand dollars ($40,000). The initial franchise fee must be paid as a lump sum by wire transfer and is fully earned by us upon execution of this Agreement and is non-refundable. If you qualify for a second franchise the initial fee will be $35,000, and if you qualify for more than 2 additional franchises the initial fee will be $25,000 for the 3rd and more franchises.

6.2 Grand Opening Fee

At least 60 days prior to opening your Movita Juice Bar, you must pay us $10,000 Grand Opening Campaign Fee. We will provide your Grand Opening advertising campaign for your Movita Juice Bar, and may include local advertising and promotions, social media or other online marketing, promotional discounts or give aways, and other advertising as we deem in our sole discretion based on your local area, for your Grand Opening Campaign. A portion of this fee will also fund the addition of your store to our website and related costs.

6.3 Royalties

By Wednesday of each week during the term of this Agreement, or any other day that we designate in the Manual, you must report Gross Revenue on the form specified in the Manual and pay a weekly royalty of seven percent (7%) of Gross Revenue, as “Gross Revenue” is defined in Article 3 of this Agreement, calculated on the basis of Gross Revenue received by you in the immediately preceding week, ending at close of business on Sunday. For purposes of this Article 6 of this Agreement, “pay” means “complete or, if appropriate, cooperate to cause completion of a transfer of funds to our designated bank account by electronic funds transfer, pre-arranged draft, or sweep of your bank account, as we require at our option, no later than the date when payment must be made.” Failure to make Gross Revenue reports on time will be considered to be failure to pay on time. If the Franchisee owns and operates two to four stores, the royalty fee shall be reduced to 6.5%. If the Franchisee owns and operates five or more stores, the royalty fee shall be further reduced to 6.25%. The royalty fee is variable in that it may change if the Franchisee opens one or more stores or sells one or more stores.

6.4 Advertising Fund Contributions

Together with your weekly royalty payment, you must pay the Advertising Fund a weekly contribution of two percent (2%) of the Gross Revenue of the Movita Juice Bar during the previous week.

6.5 Means of Payment

You must sign the attached authorization agreement for prearranged transfer, in the form of **Attachment 3** to this Agreement, or any other document necessary to facilitate payment of royalties and advertising fund contributions by electronic funds transfer, pre-arranged draft or sweep of your bank account, at our option.

6.6 Audit

We will have the right during normal working hours to audit your books and records, including your tax returns and cash register tapes, with respect to the juice bar with no advance notice. The auditor may be our employee or an independent contractor and need not be an accountant. Alternatively, upon our written request, you must submit to us, at your own expense, for revenue audit purposes, copies of vendor invoices for food and beverage, daily SKU tapes, sales and use tax returns and monthly bank statements for a period of up to six (6) months. If an audit discloses facts from which it may be reasonably inferred that there has been an underpayment of royalties or advertising fund contributions payable under this Agreement and you do not provide cash register tapes and other records to disprove the inference, as required by this Agreement, we are entitled to estimate the amount of underpayment based on the available evidence. We will invoice you for the amount of any underpayment together with accrued interest on the amount underpaid in accordance with Section 6.18 of this Agreement. In addition, if the underpayment exceeds three percent (3%) of the total royalty or advertising fund contribution payable for any period covered under the audit, or if the audit was undertaken because you did not submit annual financial statements in a timely manner, you must reimburse us for all expenses we incur in connection with the audit (in addition to the late fee required pursuant to Section 6.19). You must pay us promptly upon receiving any invoice for these amounts.

6.7 Secret Shopper Fee

You must cooperate with any secret shopper program we implement. If we need to send multiple Secret Shoppers in due to your default we may charge you our cost.

6.8 Training Fees and Costs

We will not charge a fee for the initial training program at which you or your Designated Manager, and up to three additional people, are trained. If you send more than four people to training, we will assess a training fee of $2,500 for each additional person. If you later replace your Designated Manager, we may ask that you reimburse us for the cost of the new Designated Manager's training. We may also charge a training fee for continuing education programs. For all training we offer, you must pay any costs of travel, lodging, parking, meals, and other incidental expenses that you or your employees incur.

6.9 Convention Registration Fee

There will be a fee of up to one thousand dollars ($1,000) per person for registration at any Convention, if we choose to hold one.

6.10 Consulting Costs

As described in Section 5.3 of this Agreement, we will, at no additional charge to you, use our best efforts to make our personnel available to you for consultation in a timely manner if you request such assistance. You will promptly reimburse us for all incidental expenses we incur in rendering consulting services, including, but not limited to, the cost of business class transportation, lodging, meals, and delivery and courier charges.

6.11 Payment for Proprietary Products

When ordering Proprietary Products from us or our Related Party, you must submit a check for the full purchase price, plus an additional amount to cover the costs of shipping, freight insurance, and any applicable sales or use tax, as specified by us, with each order for Proprietary Products. We have the right to require payment in cash, electronic funds transfer, cashier's check, or other means of making the funds immediately accessible to us if, in our reasonable discretion, your payment practices or financial status, the amount of the order, general economic conditions, or other business reasons make it advisable.

6.12 Relocation Fee

As a condition of relocation of this Franchise, you must pay, prior to relocation, a relocation fee of seven thousand five hundred dollars ($5,000). This fee will defray our expenses of reviewing and approving the new site and your plans for constructing, equipping, and furnishing it.

6.13 Renewal Fee
As a condition of renewal of this franchise, you must pay, when you sign the franchise agreement for the renewal term, a renewal fee in the amount of fifty percent (50%) of the then-current initial franchise fee for a renewal term of ten (10) years.

6.14 Transfer Fee
As a condition of Transfer of this franchise, you must pay, upon giving notice of intent to transfer, a transfer fee of ten thousand dollars ($10,000) This fee will defray our expenses of evaluating the transferee's qualifications, preparing legal documents in connection with the Transfer, and training the transferee. If the Transfer is not concluded, we will refund the fee to you less our costs, in the minimum amount of two thousand five hundred dollars ($2,500), in connection with the proposed Transfer.

6.15 Interest on Late Payments
Any payment not received by us when due will bear interest at eighteen percent (18%) per year or at the highest rate allowed by applicable law on the date when payment is due, whichever is less. Interest charges on late payments are intended to partially compensate us for loss of use of the funds and for internal administrative costs resulting from late payment which would otherwise be difficult to measure with precision. The fact that such charges are imposed should not be construed as a waiver of our right to timely payment.

6.16 Fee for Delinquent Year-end Financial Reporting
You acknowledge that your promised submission of financial statements, rent statements and reports is important to us and our ability to evaluate your performance and the performance of the franchise system at large, for us to prepare updates to our franchise disclosure documents and related government filings, and for other legitimate business purposes, and that your failure to timely report such information will result in us incurring significant administrative inconvenience, cost and expense, the precise amount of which is difficult to calculate. Accordingly, if you fail to submit your year-end, annual income statement, balance sheet or set of rent statements (or an annual rent schedule or ledger) from your landlord for the preceding year when due pursuant Section 7.7.2, you must pay us, in addition to all expenses we incur in connection with any resulting audit conducted pursuant to Section 6.6, a late fee equal to $100 for each week, or part of a week, following the date on which such financial statements or rent statements (or an annual rent schedule or ledger) were due but not received by us, for each Movita Juice bar location, operated pursuant to this Agreement. Such fee shall be deemed to be liquidated damages and not a penalty.

6.17 Payment Procedures
Subject to reasonable advance notice for non-recurring payment amounts, we have the right to debit your depositary account, according to the Authorization Agreement for Prearranged Payment attached to this agreement, for any of the payments described above. We may apply any money you pay us, at our option, to any of your past due indebtedness to us or our Related Party regardless of your intention. Once so applied, we will not change the manner in which the payment has been applied. We are not required to accept payments after they are due or to extend credit or otherwise finance your operations. You must apply for and maintain systems for use of debit cards, credit cards, loyalty and Gift Cards (defined below) and other non-cash payment methods. You shall adhere to all PCI (Payment Card Industry), CISP (Cardholder Information Security Program) and SDP (Site Data Protection) compliance specifications, as amended. If you fail to pay all amounts when due, we may suspend our services and support until the failure is cured. Repeated failure to pay all amounts when due or failure to cure a late payment within the applicable cure period

constitutes good cause for termination of this Agreement.

6.20 Technology Fee
We current have a Technology Fee in the amount of $300 per month. This fee is for our proprietary online ordering App, online staff training platform, and music. You are required to utilize this App. We reserve the right to increase this fee upon 30 days' notice to you. Further, you and acknowledge that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for the inevitable but unpredictable nature to changes to technological needs and opportunities, you agree and acknowledge that we shall have the right to establish, in writing, new standards and fees for the implementation of new technologies in the System. Further, you agree and acknowledge that you shall comply with such new standards and shall remit payment for new fees, upon sixty (60) days' prior written notice to you.

7. OBLIGATIONS OF FRANCHISEE

7.1 Use of Trade Name and Marks

7.1.1 Context
You may use the Trade Name and Marks only in the operation of a Movita Juice Bar at an Approved Location. You may not use any other trade name or marks in connection with a juice bar unless we authorize you to do so under a co-branding addendum to this Agreement. You must sign an Assignment of Telephone Numbers, Email Addresses and URL's, in the form of Attachment 4 to this Agreement, when you sign this Agreement.

7.1.2 Changes in Trade Name and Marks
We reserve the right to change our Trade Name and Marks and the specifications for each when we believe that these changes will benefit the Franchise Network. You agree that you will promptly conform, at your own expense, to any such changes.

7.1.3 Advertising Materials
You agree to submit to us copies of all advertising materials that you propose to use at least two weeks before the first time they are broadcast, published, or otherwise disseminated. We will review the materials within a reasonable time and will promptly notify you whether we approve or reject them. We may not withhold our approval unreasonably. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if we have approved specified materials, we may later withdraw our approval if we reasonably believe it necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including any misrepresentation in the advertising material.

7.1.4 Legal Protection
You agree to notify us immediately in writing if you become aware of any unauthorized use of our Trade Name, Marks, or System. You will promptly notify us in writing of any claim, demand, or suit against you or against your principals in connection with your use of the Trade Name, Marks, or System. In any action or proceeding arising from or in connection with any such claim, demand, or suit, you agree that we may select legal counsel and have the right to control the proceedings.

7.2 Initial Training Program

You or, if you are not an individual franchisee, your initial Designated Manager must faithfully attend all phases of the initial training program and complete it to our satisfaction prior to assuming the position, as certified by us in writing. Failure to successfully complete any aspect of the training program, as we determine in our sole discretion, constitutes grounds for immediate termination of your franchise, but we have the right to offer you one or more remedial courses of action, such as additional training or employment of supplemental personnel if we believe the alternative or alternatives may make termination of the franchise unnecessary. If you do not accept the alternative course of action within the time we allow, we may declare the franchise terminated, effective immediately.

7.3 Development and Operations

7.3.1 Lease Negotiation
Competition for tenant space is keen in the malls and shopping centers where our juice bars are located. We recommend an experienced commercial real estate broker who specializes in regional enclosed mall leasing to assist you in negotiating your lease. and must use your best efforts to add the lease provisions listed in **Attachment 5** to this Agreement to the lease. **By approving a particular site or lease for the premises of a Movita Juice Bar, we do not guarantee that the juice bar operating at that location will be successful. By approving the lease, we do not represent that all its provisions will benefit you.**

7.3.2 Movita Juice Bar Development
You must employ a construction manager whom we have approved prior to executing your lease. You agree to plan, construct, equip and furnish your juice bar according to our currently effective standards, as described in the Manual. You must, at your own expense, tailor the prototype plans and specifications we provide for your individual use. You must submit all construction plans and designs to us for our prior written approval, which will not be unreasonably withheld, within thirty (30) days after we sign this Agreement. If you do not engage our designated architect for this purpose, you must then, at your own expense, submit the customized plans and specifications to us for written approval. You will bear the cost of review by our designated architect. You must take all necessary action to develop your juice bar in a timely manner in relationship to the Start Date stated in Article 3 or any written extension of the Start Date.

7.3.3 Opening
You may not open the Movita Juice Bar to the public until we certify in writing that, in the view of our management, you and your employees are prepared to begin operation. **By certifying that our management believes the Movita Juice Bar is prepared to open, we do not guarantee that the juice bar will be successful.** Success is dependent on a number of factors, including your skill, your efforts, and general economic conditions, all of which are not within our control.

7.3.4 Compliance with Manual
You must operate the juice bar in absolute compliance with the standards and specifications stated in the Manual. We may make changes in these standards and specifications, when, in our reasonable discretion, change is needed for the continued success and development of the Franchise Network. Such changes may necessitate the purchase of equipment, supplies, furnishings or other goods, completion of additional training by your employees, or other cost to you. You must promptly conform to the modified standards and specifications at your own expense. You must at all times keep your copy of the Manual current by inserting in it revised pages given to you by us and deleting superseded pages. If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual we maintain will control.

7.3.5 Products and Services Offered

You must offer and sell all the products and services and only the products and services that we have authorized you to provide. If we advise you that a product or service must be obtained from a designated supplier, you must use the supplier we designate. If we advise you that a product or service may be obtained only from an approved supplier, you must obtain our prior written approval of any supplier that we have not already approved in writing. As a condition of approving a supplier, we will require you to reimburse us for any expenses we reasonably incur in inspecting the supplier's premises, checking the supplier's credentials, or testing the product. As a condition of approving a supplier of any product that bears the Trade Name or Marks, we may require that the supplier sign our License Agreement. We may withdraw our approval of a supplier if the supplier no longer meets our standards.

7.3.6 Customer Satisfaction Program

You must distribute customer response cards in the form we prescribe. You must subscribe to the secret shopping service we currently designate. If your scores from the customer response cards do not meet our currently effective standards, as described in the Manual, if the secret shopper reports are not satisfactory or if we receive unusual numbers of customer complaints about your juice bar, we may suggest ways in which you can improve your performance. If you do not take immediate, effective steps to bring your operation up to our standards, your failure to do so will constitute a material breach of this Agreement.

7.3.7 Inspection

We will conduct periodic quality assurance inspections of the juice bar during normal business hours. You must cooperate fully with our representatives during inspections. Quality assurance inspections may be made with or without prior notice. If you install security cameras that may be viewed over the internet, you must give us access to the web addresses for viewing. You must promptly correct any deficiencies in your operation of which we advise you. If you do not take immediate, effective steps to bring your operation up to our standards, your failure to do so will constitute a material breach of this Agreement. If an inspection discloses one or more material defaults, you must reimburse us for our cost of repeat inspection in an amount not to exceed five hundred dollars ($500).

MJB has the right to send representatives at reasonable intervals at any time during normal business hours, to your Movita Juice Bar or other offices to reviews and inspect your operations, business methods, service, management and administration relating to the Franchised Business or its equivalent, to determine the quality thereof and the faithfulness of your compliance with the provisions of this Agreement and the Confidential Operations Manual.

You must permit our representatives to access your Movita Juice Bar and any other facility from which you sell MJB products at any time during normal business hours to conduct reviews and inspections. You must cooperate with such reviews and inspections by rendering such assistance as our representatives may reasonably request and upon notice from us or our representatives, immediately begin such steps as may be necessary to correct any deficiencies noted during any such inspection.

7.3.8 Maintenance and Upgrades

You agree to keep your juice bar premises, equipment and furnishings clean and in excellent repair. Periodically, we will ask you to remodel the premises and to upgrade the equipment and furnishings to meet our currently effective standards. You must promptly comply with any such request.

7.3.9 Professional Conduct
In all your dealings with us, your customers, your employees, your suppliers and others, you must adhere to the highest possible standards of professional conduct, honesty, integrity, ethical behavior, dependability, good faith and fair dealing. You may not engage in any conduct that, in our reasonable opinion, may injure the goodwill associated with the Trade Name and Marks. You must do everything you can to promote and maintain the excellent reputation of the Franchise Network.

7.3.10 Proprietary Products
The Proprietary Products used in the Movita Juice Bar are unique and their ingredients and manufacturing processes are trade secrets that are important to the success of the System. The Proprietary Products must be used as prescribed. You may purchase the Proprietary Products only from us or our designated supplier. Use or sale of any substitute for the Proprietary Products without our prior written consent, which we may withhold in our sole discretion, is a material breach of this Agreement and will result in immediate Termination of your franchise.

7.4 Attendance at Convention
Your attendance at a Convention, if we choose to have one, where we provide continuing education programs, is important and mandatory.

7.5 Personnel

7.5.1 Management
Your Designated Manager must be a single individual who devotes all their productive time and effort to the management and operation of the juice bar on a full-time basis. The Designated Manager or another employee who has been certified as a manager by us must be present at the Approved Location whenever the juice bar is open for business. If you own more than one juice bar, an additional Designated Manager must be employed for each. If we, in our sole discretion, determine that a Designated Manager is not properly performing their duties, we will advise you and you must immediately take steps to correct the situation. You must keep us informed of the identity of your Designated Manager(s). Upon the termination of employment of a Designated Manager, you must appoint a successor within 30 days who has been certified by us.

7.5.2 Employees

(a) Franchisee hereby irrevocably agrees, acknowledges, affirms, represents, warrants and covenants that its employees are employed exclusively by Franchisee and that none of its employees are employed, jointly employed or co-employed by Franchisor. Franchisee further agrees, acknowledges, affirms, represents, warrants and covenants that each of its employees are under the exclusive dominion and control of Franchisee and are never under the direct or indirect control of Franchisor. Franchisee is exclusively responsible for, and Franchisor shall not, directly or indirectly, be engaged in, have authority or ability over or otherwise involved with, the hiring of each of its employees, setting their schedules, establishing their compensation, paying all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/unemployment insurance premiums) associated with such employment, disciplining, suspending and/or terminating employees.

(b) You must maintain at all times a staff of properly trained employees that is large enough to operate the Juice Bar in compliance with our standards. Franchisee further hereby irrevocably agrees, acknowledges, affirms, represents, warrants and covenants that any minimum staffing suggestions, if established by Franchisor, are solely provided to Franchisee for the purpose of ensuring that the Franchised Business is at all times staffed to operate the Juice Bar in conformity with our standards.

(c) Franchisee further hereby irrevocably agrees, acknowledges, affirms, represents, warrants and covenants that any training provided by Franchisor for Franchisee's employees is intended to provide to those employees the various procedures, protocols, systems and operations of a Movita Juice Bar and shall not create an employment relationship between the Franchisor and the Franchisee's employees.

(d) Finally, should it ever be asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agree to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue requested by Franchisor to testify on our behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees). To the extent Franchisor is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, should any such appearance by Franchisee be required or requested by Franchisor, Franchisor will recompense Franchisee the reasonable costs associated with its appearing at any such venue.

7.6 Advertising Obligations

7.6.1 Grand Opening

You must pay us the Grand Opening Fee and we will provide a grand opening advertising program to be conducted in accordance with the general guidelines in the Manual for an initial advertising program.

7.6.2 In-Store Material

You must use any point-of-sale or display material we give you as directed by us. This material may promote the sale of franchises and, if this is its primary purpose, will not be paid for by the advertising fund.

7.6.3 Loyalty and Gift Card Program

You shall sell, or otherwise issue, as we may designate, stored-value, loyalty and gift cards, certificates and other non-cash payment methods (collectively "Gift Cards") that we designate and only in the manner specified in the Manual. You shall fully honor all Gift Cards that are in the form approved or required by us, regardless of whether the Gift Card was issued by you or another franchisee or operator in the "MOVITA JUICE BAR" system, or purchased at any other location, such as a retail or grocery store, via the internet or via other means of distribution. You shall sell, issue and redeem (without any offset) Gift Cards in accordance with the procedures and policies we may specify in the Manual or otherwise in writing (the "Gift Card Program"). You acknowledge that in connection with this Gift Card Program, you may be required to (a) enter into a separate agreement with a third party provider we designate of Gift Card processing services under the terms and conditions as may be required by the third party for participation in the Gift Card Program; (b) purchase or upgrade, as necessary, hardware, software, scanners and other equipment, required for participation in the Gift Card Program; (c) pay a monthly service fee (currently up to $55/month); (d) purchase and maintain sufficient inventory of Gift Cards for sale at your "MOVITA JUICE BAR" location; (e) promote the sale of Gift Cards using only marketing methods and materials we approve; (f) comply in all material respects with all applicable laws, statutes and regulations in performing your obligations under this Agreement and otherwise in connection with the Gift Card Program; and (g) execute such other agreements or documents as we may reasonably require in connection with the Gift Card Program. You further acknowledge that we may discontinue or modify the Gift Card Program at any time, in its sole discretion, and you agree to comply with our requests to discontinue or modify the Gift Card Program at any time.

7.6.4 Signs
You must permanently purchase, install, display and maintain, at your own expense, on your business premises and on all vehicles you use in the franchised Juice Bar, signs of any nature, form, color, number, location and size, and containing any legends that we have designated in writing. This includes the purchase, installation, display and maintenance of digital monitors, boards and screens and the payment of monthly fees for related software and support.

7.7 Financial Information

7.7.1 Records
We may, at our option, poll financial information, including data relating to sales, bookkeeping, menu mix, point-of-sale, operations, and financial information, from your point-of sale system, computer or both on a daily basis. You must retain vendor invoices for food and beverage, daily SKU tapes, daily Z tapes, sales and use tax returns and monthly bank statements for at least three (3) years. If you do not produce any of these records at our request during any audit of your records, it will be presumed that these records would have revealed that your Adjusted Gross Revenues were under-reported in the amount otherwise indicated by the audit. If, for any reason, your POS system must be repaired, you must use a replacement POS system with comparable capabilities.

7.7.2 Reports
We require you to purchase or lease computer and/or communications equipment and software that meet specifications set out in the Manual. You must submit to us, upon request, copies of all federal, state and local income, and sales tax returns. You will prepare and submit to us financial statements and weekly sales reports in the format, using the chart of accounts, and at the times specified in the Manual as periodically revised. You are required to submit an annual income and balance sheet for the previous year as well as a set of rent statements (or an annual rent schedule

or ledger) from your landlord for the previous year no later than March 15th of the subsequent year. Failure to submit an annual income statement, balance sheet and/or set of rent statements (or an annual rent schedule or ledger) for the preceding year on or before March 15th of each year constitutes a material breach of this Agreement, and will subject you to payment of a late fee as set forth in Section 6.19. We may use this data to assist you in tracking and improving your performance, confirm that you are complying with your obligations under this Agreement, formulate earnings and expense information to disclose to prospective franchisees and/or other legitimate business purposes.

7.8 Insurance

You must purchase and maintain a policy or policies of comprehensive public liability insurance, including products liability coverage, covering all juice bar assets, personnel, and activities on an occurrence basis with a combined single limit for bodily injury, death, or property damage of not less than two million dollars ($2,000,000). We may increase the minimum coverage requirement annually if necessary to reflect inflation or other changes in circumstances. You must also carry (1) casualty insurance in a minimum amount equal to the replacement value of your interest in the juice bar premises, including furniture, fixtures, and equipment, and (2) business interruption insurance in an amount sufficient to cover the rent of the juice bar premises, salary, or wages of key personnel, and other fixed expenses. If you provide delivery services, then your liability insurance must also include automobile liability insurance, including for non-owned automobiles. Each of these insurance policies must contain a provision that the policy cannot be canceled without ten (10) days' written notice to us. It must be issued by an insurance company of recognized responsibility, designate us as an additional named insured and be satisfactory to us in form, substance, and coverage. You must deliver a certificate of the issuing insurance company evidencing each policy to us within ten (10) days after the policy is issued or renewed. In addition, you must maintain policies of workers' compensation insurance, disability insurance, and any other types of insurance required by applicable law.

7.9 Financial and Legal Responsibility

7.9.1 Compliance with Law
You must comply with all federal, state, and local laws and regulations pertaining, directly or indirectly, to the juice bar. You must keep current all licenses, permits, bonds, and deposits made to or required by any government agency in connection with the operation of the juice bar. If your health standards score is below ninety percent (90%) in three (3) or more government health inspections in any twelve- (12-) month period, it constitutes a material breach of this Agreement. You shall, in all dealings relating to the Juice Bar, with the public, suppliers, your landlord, and us and each of the foregoing's respective employees, agents and representatives, conduct yourself and cause your employees, agents and representatives, to conduct themselves in an honest, professional appropriate and lawful manner, and without limiting the generality of the foregoing, shall refrain and cause your employees, agents and representatives to refrain from making any statement or taking any action that would or might reasonably be interpreted as intimidation, harassment, violent, harmful or disparaging to others or to your or the foregoing's owners, directors, officers, employees, agents or representatives, as applicable.

7.9.2 Payment of Indebtedness

You must pay promptly when due all taxes and debts that you incur in the conduct of your business. You and your Related Parties must remain current in any financial responsibilities to your shopping center and to us or our Related Parties as sublessor of the Approved Location.

7.9.3 Leasehold Obligations

You must diligently fulfill all your leasehold obligations with respect to the Approved Location. Default under your lease or sublease, as applicable, if non-curable or if uncured within any applicable cure period, is a non-curable default under this Agreement and may, at our option, lead to its immediate termination upon written notice.

7.9.4 Notification of Complaints

You must notify us promptly if you are served with a complaint in any legal or administrative proceeding that is in any way related to the juice bar or if you become aware that you are the subject of any complaint to or investigation by a governmental licensing authority or consumer protection agency.

8. RELATIONSHIP OF PARTIES

8.1 Interest in Marks and System

You may not at any time do or cause to be done anything contesting or impairing our interest in our Trade Name, Marks, or System. You acquire no rights in any of these things except for your right to use them in accordance with the express terms of this Agreement. We retain the right to grant other franchises or licenses to use the Trade Name, Marks, and System on any terms that we would like, subject only to your limited territorial rights described in Article 4 of this Agreement.

8.2 Independent Status

You are an independent legal entity and must make this fact clear in your dealings with suppliers, lessors, government agencies, employees, customers, and others. You must rely on your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. You may not expressly or implicitly hold yourself out as our employee, partner, member, shareholder, joint venture, or representative, nor may you expressly or implicitly state or suggest that you have the right or power to bind us or to incur any liability on our behalf. You may not use the Trade Name as part of your legal name (corporate, limited liability company, or limited partnership name), although you may use it as prescribed in your trade name.

8.3 Display of Statement

You must conspicuously display a sign that states that “THIS MOVITA JUICE BAR IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS” at the Approved Location. Business cards, stationery, purchase order forms, invoices, leases, tax returns, and other documents you use in your business dealings with suppliers, lessors, government agencies, employees, and customers must clearly identify you as an independent legal entity operating under a franchise.

8.4 Confidentiality

The information, ideas, forms, marketing plans, and other materials disclosed to you under this Agreement, whether or not included in the Manual, are confidential and proprietary information and our trade secrets (the "Confidential Information"). You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third party, except to your employees and agents as necessary in the operation of the juice bar and except as we authorize in writing. You will be responsible for requiring compliance of your Related Parties with the provisions of this section. Each of your Related Parties, your Designated Manager and each employee to whom Confidential Information is disclosed must sign a written nondisclosure agreement, in the form of Attachment 6 to this Agreement, when you sign this Agreement or when Confidential Information is disclosed to such employee, as is applicable. You must obtain a nondisclosure agreement from each new Related Party with which you become affiliated during the term of this Agreement and promptly send a copy of the nondisclosure agreement to us.

8.5 Mutual Indemnification

You must indemnify and hold us harmless from all expenses and liabilities of any kind arising from or in any way connected to any activity of yours other than the lawful operation of your franchised Movita Juice Bar in strict conformity with this Agreement and the Manual. If we are made party to a legal proceeding in connection with your act or omission, we may hire counsel to protect our interests and bill you for all expenses and fees we incur. You must promptly reimburse us. We must indemnify and hold you harmless from all expenses and liabilities of any kind arising from or in any way connected to any third-party claim that your operation of a Movita Juice Bar infringes its intellectual property rights or misappropriates its trade secrets. If you are made party to a legal proceeding in connection with a claim of this type, we will hire counsel to protect our interests and will defend you at our own expense. You will be bound by any settlement we negotiate, but we will reimburse you for your cost of compliance with the settlement agreement.

8.6 Covenant Not to Compete

You may not, during the term of this Agreement and for two (2) years after its Termination, operate or own more than a ten percent (10%) beneficial interest in any company that features raw juices, smoothies, and Acai bowls and that is located (i) at the location of the Movita Juice Bar, (ii) within the Protected Area, (iii) within twenty-five (25) miles of the outer boundaries of the Protected Area, (iv) within the protected area assigned to any other Movita Juice Bar owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates (x) as of the date of this Agreement; (y) as of the date of (a) termination (regardless of the cause of termination) or expiration of this Agreement or (b) a Transfer, as defined in this Agreement; or (z) as of the date of entry of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 8.6, and (v) within twenty-five (25) miles of the outer boundaries of the protected area assigned to any other Movita Juice Bar owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates (x) as of the date of this Agreement; (y) as of the date of (a) termination (regardless of the cause of termination) or expiration of this Agreement or (b) a Transfer, as defined in this Agreement; or (z) as of the date of entry of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 8.6. You agree to obtain the individual written agreement of each of your Related Parties, Designated Manager and each employee to whom Confidential Information is disclosed to the provisions of this section in the form of Attachment 6 to this Agreement.

8.7 Non-Solicitation

During the term of this Agreement and for two (2) year after its Termination, you may not disrupt, damage, impair, or interfere with our business or any of our other franchisees by directly or indirectly soliciting their employees to work for you or for any individual or company then in competition with the Franchise Network. You may not employ any employee of Movita Juice Bar Franchise Corp. or a franchisee while he or she is still so employed. Violation of this clause is a material breach of the franchise agreement and may result in Termination of the franchise.

9. TRANSFER OF FRANCHISE

9.1 Purpose of Conditions for Approval of Transfer

Our grant of this franchise is made in reliance on your integrity, ability, experience, and financial resources. Neither the franchise nor the juice bar operated under it may be sold unless you have first obtained our written consent, which may not be unreasonably withheld. To ensure that no Transfer jeopardizes the Trade Name, Marks, or our interest in the successful operation of your juice bar, we will consent to a Transfer only if you comply with the provisions of Sections 9.2 through 9.3 of this Agreement.

9.2 Consent by MJB and Right of First Refusal

We must respond in writing to your written notice within fifteen (15) days after receiving it, or, if we request additional information, within the later date of fifteen (15) days after receipt of the additional information or the final day of the original fifteen- (15-) day period. We may either consent to the Transfer, state in writing our reason for refusing to consent, or purchase the juice bar from you ourselves on the same terms and conditions as those offered by the third party. Silence may not be construed as consent. If we consent to the Transfer, then you may transfer the interest described in the notice only to the named transferee and only on the terms and conditions stated in the notice. Our consent to a particular Transfer will not constitute consent to any other or subsequent Transfer.

9.3 Conditions for Consent to Transfer

Our consent to your Transfer will not be unreasonably withheld but is subject to certain conditions, including, but not limited to:

(a) Our determination, based on the information that you submit and any other information available, that the proposed transferee meets all of the criteria of character, business experience, financial responsibility, net worth, and other standards that we customarily apply to new franchisees at the time of Transfer,

(b) Payment of all your outstanding debts to us and our Related Parties,

(c) Cure of all defaults under the franchise agreement, any other agreement(s) between us and you or your Related Party, and the Manual,
(d) Your agreement that you will employ a construction manager whom we have approved in writing,
(e) Your agreement that you will, before Transfer concludes, at your own expense, remodel, modernize and redecorate the Juice Bar premises and replace and modernize the fixtures, equipment, and signs used in the juice bar so that the premises of the juice bar meet the standards of appearance and function applicable to the premises of a new juice bar at the time of Transfer,
(f) At our sole option, signing by the transferee of an assumption of the rights and obligations of this Agreement or signing by the transferee of the then-current form of franchise agreement, amended to shorten the term to the remainder of the term of the transferor's agreement and to eliminate start-up obligations of both parties, and signing by the transferee's Related Parties of required ancillary agreements in the forms attached to the applicable franchise agreement,
(g) Your payment of the transfer fee described in Article 6 of this Agreement,
(h) Completion by the transferee of the initial training program to our satisfaction,
(i) Signing by you and your Related Parties of a release of claims against us and our Related Parties in the form we prescribe,
(j) Our determination, based on our review of the proposed purchase agreement or notice, that the agreement and any financing of the sale will give the buyer a reasonable chance to succeed as a franchisee, and
(k) Your opening an escrow for the franchise Transfer to ensure compliance with the bulk sales laws and fulfillment of the conditions for Transfer listed above.

9.4 Changes of Ownership Not Considered To Be Transfers

As used in this Agreement, the word "Transfer" does not mean an assignment to:
(a) Any Trustee, Guardian, Executor, or Conservator for the account and benefit of a spouse, ancestor, or descendent, or
(b) Any of your employees under any employee stock option plan or stock purchase plan, as long as any share certificate distributed in connection with a plan of this type is marked with a legend describing the restrictions and conditions of Transfer required by this Agreement, or
(c) Any business entity if the beneficial ownership of the franchisee immediately following the assignment is the same and in the same proportions as the beneficial ownership immediately before the assignment. However, no assignment of this type will relieve the original party of any of its obligations under this Agreement. For the assignment to be effective, you, if you are an individual franchisee, or each of your owners, if you are not, must first sign and deliver a personal guaranty to us. We require the spouse of each individual guarantor to sign the personal guaranty to provide consent thereto. You must promptly submit to us information on any change of this type in the equity ownership of the franchisee, the percentage of ownership, and the address where business records are maintained.

9.5 Change of Ownership Upon Death or Total Disability

If you die or become totally disabled while this Agreement is in effect, your heirs or beneficiaries will have sixty (60) days within which to demonstrate to our satisfaction that they meet all of the criteria of character, business experience, financial responsibility, net worth, and other standards that we require of new franchisees at that time. If we approve your heirs or beneficiaries as transferees of the franchise, we will waive any resale fee in connection with the Transfer. If we advise your heirs or beneficiaries in writing that we do not approve them as transferees of the franchise, or if we do not approve or disapprove the Transfer within sixty (60) days following your death, your heirs or beneficiaries may have one hundred twenty (120) additional days from the date of disapproval of the Transfer or the end of the sixty- (60-) day period, whichever is first, within which to find and notify us of a proposed Transfer to a qualified transferee in compliance with the provisions of this article. If your heirs or beneficiaries do not advise us of a qualified transferee within the specified period, the franchise will automatically terminate at the end of that period unless we have granted a written extension of time.

9.6 Assignment by MJB

We may assign this Agreement or any rights or obligations created by it at any time without your consent upon the following conditions: (a) the assignee is financially responsible, (b) we reasonably believe that the assignee is capable of performing our obligations under this Agreement, and (c) the assignee expressly agrees in writing to assume our obligations under this Agreement.

9.7 Private Offerings

Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Company, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to us for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to us for such review prior to their use. No such offering by Franchisee shall imply that we are participating in an underwriting, issuance or offering of securities of Franchisee or us, and our review of any offering materials shall be limited solely to the subject of the relationship between Franchise and us and our affiliates. We may, at our option, require Franchisee's offering materials to contain a written statement prescribed by us concerning the limitations described in the preceding sentence. Franchisee, its Owners and the other participants in the offering must fully defend and indemnify us, and our affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by us to further evidence this indemnity. For each proposed offering, Franchisee shall pay to us a non-refundable fee of $5,000, which shall be in addition to any transfer fee under this Agreement or such greater amount as is necessary to reimburse us for our reasonable costs and expenses associated with reviewing the proposed offering, including without limitation, legal and accounting fees. Franchisee shall give us written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

10. TERMINATION OF FRANCHISE

10.1 Termination by Consent of the Parties

This Agreement may be terminated by the mutual written consent of the parties.

10.2 Termination

10.2.1 **Notice of Default**

(a) This Agreement may be terminated by us only for good cause, which means your failure to substantially comply with the lawful requirements imposed upon you by this Agreement after being given notice at least 60 days in advance of the termination and a reasonable opportunity, which in no event will be less than 60 days from the date of the notice of noncompliance, to cure the failure.

(b) If we are in material breach of this Agreement, you may terminate this Agreement by giving us prior written notice setting forth the asserted breach of this Agreement and giving us 60 days in which to cure the default. A material breach of this Agreement by us means any unauthorized action or omission seriously impairing or adversely affecting you or the relationship between you and us created by this Agreement. However, if MJB becomes insolvent or declares bankruptcy, you will continue to have the right to operate under this Agreement until and unless a court orders otherwise. If because of the nature of the breach, it would be unreasonable for us to be able to cure the default within 60 days, we will be given additional time (up to 30 additional days) as is reasonably necessary to cure said breach, upon condition that we must, upon receipt of such notice from you, immediately commence to cure such breach and continue to use best efforts to do so..

(c) Notwithstanding anything contained herein to the contrary, in those circumstances under which Franchisor has the right to terminate this Agreement, Franchisor also have the option, to be exercised in Franchisor's sole discretion, to choose alternative remedies to Franchisor's right to terminate the entire Agreement.

(d) Notwithstanding anything contained herein to the contrary, in those circumstances under which Franchisor has the right to terminate this Agreement, Franchisor has the right to exercise any and all remedies available to Franchisor at law or in equity, including without limitation specific performance and damages (including without limitation punitive damages). All rights and remedies provided herein are in addition to and not in substitution of all other rights and remedies available to a party at law or in equity.

10.2.2 **Acts of Default**

Upon the occurrence of any of the following defaults, we, at our election, may terminate this Agreement in the manner described in Section 10.2.1:

(a) If you do not submit to us in a timely manner any information or report you are required to submit under this Agreement,

(b) If you do not fulfill the lease negotiation requirements of Section 7.3.1 of this Agreement or if you do not develop your Movita Juice Bar in a timely manner in relation to the Start Date or if you do not begin operation of a juice bar by the Start Date or if you operate your juice bar in a manner that does not conform to this Agreement and the Manual,

(c) If you default in the performance of any obligation under this Agreement not otherwise described in this list of defaults or if you, an affiliate or any of your guarantor(s) hereof are in default under any other agreement with us or our Related Party and such default is not cured in accordance with the terms of such other agreement,

(d) If you fail to make any payment when due under this Agreement or any other agreement between you or your Related Party and us or our Related Party,

(e) If you fail to successfully complete the initial training program and we conclude, in our sole discretion, that you are unable or unwilling to do so,

(f) If you misuse the Marks or the System or engage in conduct which reflects materially and unfavorably on the goodwill associated with them or if you use in your juice bar any names, marks, systems, logotypes, or symbols that we have not authorized you to use,

(g) If you or any of your Related Parties has any direct or indirect interest in the ownership or operation of any business that is confusingly similar to a Movita Juice Bar that uses the System or the Marks without authorization from us, or if you fail to give us a signed copy of the Nondisclosure and Noncompetition Agreement for each of your Related Parties within ten (10) days after we request it,

(h) If you or your Related Party attempt to assign your rights under this Agreement or to transfer the juice bar in any manner not authorized by this Agreement,

(i) If you or your Related Party has made any material misrepresentation in connection with the acquisition of a juice bar or to induce us to enter into this Agreement, or if you knowingly keep false books or intentionally make false royalty reports or make any other material misrepresentation in the operation of the Movita Juice Bar,

(j) If you act without our prior written approval or consent in regard to a matter for which our prior written approval or consent is expressly required by this Agreement,

(k) If you stop operating the Movita Juice Bar for a period of four (4) consecutive days or more or under circumstances that lead us to the reasonable conclusion that you do not intend to resume operation or if circumstances make it clear that you have permanently abandoned the juice bar,

(l) If we give you written notice of any default and we have twice previously given you written notice of the same type of default within the preceding twelve (12) months, whether or not you have cured the defaults, or if you score less than ninety percent (90%) in three (3) or more government health inspections in a twelve- (12-) month period,

(m) If any other agreement between you or your Related Party and us or our Related Party is terminated because of your material default,

(n) If we make a reasonable determination that the continued operation of the Movita Juice Bar will pose a threat to public health or safety,

(o) If you become insolvent,

(p) If you are convicted of criminal misconduct which is relevant to the operation of the juice bar or any felony, or

(q) Any default by you under the terms and conditions of this Agreement, any lease or sublease, as applicable, or any other agreement between MJB (or its Related Party), and you (or your Related Party) shall be deemed to be a default of each and every said agreement. Furthermore, in the event of termination, for any cause, of this Agreement or any other agreement between the parties hereto, MJB may, at its option, terminate any or all said agreements.

10.2.3 **Immediate Termination**

(a) We have the right to terminate this Agreement immediately upon notice to you without an opportunity to cure:

(i) You admit your inability to lay your debts as they come due, or you or the business to which the Franchise relates (A) has been the subject of an order for relief in bankruptcy, (B) is judicially determined to be insolvent or (C) has all or a substantial part of your assets assigned to or for the benefit of any creditor;

(ii) You Abandon the Franchise by failing to operate the Outlet for five consecutive business days during which you are required to operate the business under the terms of this Agreement, or any shorter period after which it is not unreasonable under the facts and circumstances for us to conclude that you do not intend to continue to operate the Franchise, unless such failure to operate is due to fire, flood, earthquake or other similar causes beyond your control;

(iii) We and you agree in writing to terminate the Franchise;

(iv) You make any material misrepresentations relating to the acquisition of the Franchise or you engage in conduct that reflects materially and unfavorably upon the operation and reputation of the Franchised Business or the System;

(v) You fail, for a period of 10 days after notification of noncompliance, to comply with any federal, state or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the Franchise;

(vi) After curing any failure in accordance with section 10.2.4 below, you engage in the same noncompliance whether or not corrected after notice;

(vii) You repeatedly fail to comply with one or more material requirements of this Agreement, whether or not corrected after notice;

(viii) The Franchised Business or the business premises of the Franchise 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, lien holder or lessor, provided that a final judgment against you remains unsatisfied for 30 days (unless an 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 the Franchised Business, and it is not discharged within five days of such levy;

(ix) You are convicted of a felony or any other criminal misconduct which is relevant to the operation of the Franchise; or

(x) We make a reasonable determination that your continued operation of the Franchise will result in an imminent danger to public health or safety, or will result in harming the reputation of the Movita brand and good will.

(b) If your rights under this Agreement are terminated by us because of an event described in section 10.2.3(a) above, section 11.7 below is not applicable, and we may immediately commence an action under section 11.8 below, as applicable, to collect damages or otherwise enforce our rights.

10.2.4 **Termination After Notice**

a) Except as provided in section 10.2.3 hereof, we may terminate this Agreement only for good cause (as defined in section 10.2.1(a) above) after giving you prior written notice setting forth the asserted breach of this Agreement and giving you 60 days in which to cure the default. Upon receipt of a notice of default, you must immediately commence diligently to cure said breach, and if you cure said breach within 60 days, our right to terminate this Agreement will cease. If because of the nature of the breach, it would be unreasonable for you to be able to cure the default within 60 days, you will be given additional time (up to 15 additional days) as is reasonably necessary in our determination to cure said breach, upon condition that you must, upon receipt of such notice from us, immediately commence to cure such breach and continue to use your best efforts to do so.

(b) If your rights under this Agreement are terminated by us for material breach, we may, at our option, (i) declare you in default of all franchise agreements or other agreements you have with us, and (ii) terminate your rights under those franchise agreements or other agreements as well.

(c) If your rights under this Agreement are terminated by us for your failure to make any payment due under this Agreement, section 11.7 below is not applicable, and we may immediately commence an action under section 11.8 below to collect damages or otherwise enforce our rights.

(d) The description of any default in any notice served by us hereunder upon you in no way precludes us from specifying additional or supplemental defaults in any action, arbitration, mediation, hearing or suit relating to this Agreement or the termination thereof.

10.3 Rights and Obligations After Termination

Upon Termination of this Agreement for any reason, the parties will have the following rights and obligations:

(a) We may discontinue performance of our obligations under this Agreement.

(b) You must give us a final accounting for the juice bar, pay us within thirty (30) days after Termination all payments due to us, and return the Manual and any other property belonging to us.

(c) You must immediately and permanently stop using the Marks or any confusingly similar marks, the System, and any advertising, signs, stationery, or forms that bear identifying marks or colors that might give others the impression that you are operating a juice bar.

(d) You must promptly sign any documents and take any steps that in our judgment are necessary to delete your listings from classified telephone directories, disconnect or, at our option, assign to us any telephone numbers that have been used in connection with the juice bar, and terminate all other references that indicate you are or ever were affiliated with us. By signing this Agreement, you irrevocably appoint us your attorney-in-fact to take the actions described in this paragraph if you do not do so yourself within seven (7) days after this Agreement is terminated.

(e) You must maintain all records required by us under this Agreement for a period of not less than three (3) years after final payment of any money you owe to us when this Agreement is terminated.

(f) We have an option to purchase any and all of the physical assets of the juice bar, including its removable trade fixtures, equipment, supplies and inventory, during a period of sixty (60) days following the effective date of Termination, valued at the lower of depreciated book value or fair market value. We must send written notice to you within thirty (30) days after Termination of this Agreement if we elect to exercise the option to purchase. If the parties do not agree on a price within the option period, the option period may be extended for up to fifteen (15) business days to permit appraisal by an independent appraiser who is mutually satisfactory to the parties. If the parties fail to agree on an appraiser within the specified period, each must appoint an appraiser and the two appraisers thus appointed must agree on a third appraiser within ninety (90) days after Termination. The sole appraiser must then determine the price for the physical assets of the juice bar in accordance with the standards specified above. This determination will be final and binding on both us and you.

(g) We have an option to replace you as lessee under any equipment lease for equipment that is used in connection with the juice bar. Upon our request, you must give us copies of the leases for any equipment used in the juice bar. Upon our request, you must allow us the opportunity, at a mutually satisfactory time, to inspect the leased equipment. To exercise the option, we must request the information and access described in this paragraph within fifteen (15) days after Termination, we must advise you of our wish to exercise the option within fifteen (15) days after we have received the information and/or inspected the equipment. We may assume any equipment lease in consideration of its assumption of future obligations under the lease. Upon our exercise of this option, you will be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.

(h) We have an option to replace you as lessee of the premises of the Movita Juice Bar. We may assume the lease for the Approved Location in consideration of our assumption of future obligations under the lease. Upon our exercise of this option, you will be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised. If the franchise granted in this Agreement is terminated because of your default, our rights described above may not necessarily be our exclusive remedies, but will instead supplement any other equitable or legal remedies available to us. Termination of this Agreement will not end any obligation of either party that has come into existence before Termination. All obligations of the parties which by their terms or by reasonable implication are to be performed in whole or in part after Termination will survive Termination.

10.4 Liquidated Damages - Lost Future Profits

(a) The parties recognize the difficulty of ascertaining damages to Franchisor resulting from premature termination of this Agreement before its expiration. For this reason, Franchisor and Franchisee have provided for liquidated damages for the lost benefits of the bargain for Franchisor. Such liquidated damages represent Franchisor's and Franchisee's best estimate as to the damages arising from the circumstances in which they are provided; are only damages for the future profits lost to Franchisor due to the termination of this Agreement before its expiration; are not a penalty or as damages for breaching this Agreement; and are not in lieu of any other payment or remedy.

(b) If at any time, Franchisee terminates this Agreement without Franchisor's written consent or this Agreement is terminated by Franchisor for cause, then Franchisee agrees to pay Franchisor within ten (10) days of termination an amount equal to the actual number of months remaining in the term of this Agreement, subject to a maximum of twenty-four (24) months, times the monthly average amount of the Royalties, Advertising Fund Contributions and other fees owed by Franchisee under the relevant sections of this Agreement for the twelve (12) month period prior to termination (or the entire term prior to termination if less than twelve (12) months) based on

Franchisee's actual Adjusted Gross Revenue, and reduced by a discount of eight percent (8%) to produce the present value of Franchisor's lost profits.

(c) Franchisee will be entitled to a credit against the sums calculated according to subsection (b) for all amounts paid to Franchisor in advance for that period.

(d) These damages are in addition to any monies due to Franchisor for past due payments or any other actual or consequential damages.

11. MISCELLANEOUS PROVISIONS

11.1 Construction of Contract

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires. If there is any conflict between this Agreement and the Manual, this Agreement will control.

11.2 Governing Law

This Agreement will be governed by and interpreted under the laws of the State of California, except for the post term covenant not to compete in section 8.6 and outlined elsewhere, which will be governed by the laws of the state your business is located, with the following exceptions: (a) the arbitration clause will be exclusively governed by and should be construed in accordance with the Federal Arbitration Act, and (b) trademark rights will be governed by and construed in accordance with the Lanham Act.

11.3 Notices

The parties to this Agreement should direct any notices to the other party at the address below that party's name on the final page of this Agreement or at another address if advised in writing that the address has been changed. Notice may be delivered by email (with simultaneous mailing of a copy by first class mail), courier, or first-class mail. Notice by email will be considered delivered upon transmission, by courier, upon delivery, and by first class mail, three days after posting. Notice of Termination or nonrenewal must be given by a receipted form of delivery.

11.4 Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

11.5 Waiver

Waiver of any breach of this Agreement may not be interpreted as a waiver of any subsequent breach.

11.6 Integration

This Agreement and any exhibits or attachments to it are the entire agreement between the parties concerning the franchise it grants. All other agreements and representations, other than representations in the franchise disclosure document, are superseded by it.

11.7 Negotiation and Mediation

11.7.1 Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. They agree that, if any dispute arises between them, before beginning any legal action to interpret or enforce this Agreement, they will first follow the procedures described in this section. Good-faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.

11.7.2 Initiation of Procedures

The parties agree to submit disputes initially to a meeting in person of our executive officers and your Principal Equity Owners at our principal executive office (without our respective legal counsel) within five (5) business days after a party requests the meeting to conduct a good faith discussion and negotiation of the issues with a view to arriving at a settlement. The party that initiates these procedures ("Initiating Party") must give written notice to the other party, describing in general terms the nature of the dispute, and specifying the Initiating Party's claim for relief.

11.7.3 Mediation

If the meeting does not resolve the Dispute (or the meeting does not occur), within 10 business days after the meeting takes place (or should have taken place), the parties may submit the dispute to a mutually acceptable mediator who is a State Bar of California Board of Legal Specialization Certified Specialist in Franchise and Distribution Law. Mediation will be conducted by and under the rules of JAMS in Los Angeles County, California. The mediator must have been a member of the American Bar Association Forum on Franchising for at least five (5) years. If JAMS does not have a mediator who meets this requirement on its local panel of mediators, it is instructed to look first to its panel of arbitrators, then outside the panel and, if necessary, outside the geographic area to find a mediator who meets this requirement.

11.8 Arbitration

Any dispute arising out of or in connection with this Agreement, if not resolved by the negotiation and mediation procedures described above, will be determined by JAMS, except as expressly varied by this Agreement, in Los Angeles County, California. It will be resolved by JAMS in accordance with its Streamlined Arbitration Rules and Procedures (if the amount in controversy is less than $250,000 or more) or its Comprehensive Arbitration Rules and Procedures (if the amount in controversy is $250,000 or more). Or if the parties mutually agree, the dispute may be submitted to arbitration conducted by another arbitration organization providing arbitrators with experience in franchise law. This arbitration clause will not deprive either party of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction. The arbitrator must have been a member of the American Bar Association Forum on Franchising for at least five (5) years. If JAMS cannot provide an arbitrator who meets this requirement from its local panel, it is instructed to look beyond the panel or outside the area. There will be no discovery beyond the minimum required for an arbitration proceeding by applicable state law, unless the parties expressly agree otherwise in a writing signed by the parties and not by their counsel. The arbitrator will have no power to make any award that modifies or suspends any lawful provision of this

Agreement and must provide a reasoned award. Judgment on any award may be entered by any court of competent jurisdiction.

11.9 Attorney Fees

If legal action, including any action on appeal, or arbitration is necessary to enforce the terms and conditions of this Agreement, the substantially winning party will be awarded its attorneys' fees and costs from the substantially losing party.

11.10 Limitation of Actions

Except as to non-waivable statutory claims, you may not maintain an arbitration proceeding against us unless (a) you have followed in substantial part the negotiation and mediation procedures described above and (b) file an arbitration within one (1) year after you know or should have known the facts constituting the cause of action.

11.11 Individual Dispute Resolution

Any dispute resolution between or among the parties to this agreement and any of their Related Parties will be conducted on an individual basis and not on a consolidated or class-wide basis.

11.12 Severability

Each provision of this Agreement will be considered severable. If, for any reason, any provision of it is determined to be invalid or in conflict with any existing or future law or regulation, that provision will not impair the operation of the remaining provisions of this Agreement. The invalid provisions will be considered not to be a part of this Agreement. However, if we determine that the finding of illegality adversely affects the basic consideration for its performance under this Agreement, we may, at our option, terminate it.

11.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

11.14 Approval and Guaranties

If you are a corporation, all officers and shareholders with a ten percent (10%) or greater interest in you, or, if you are a partnership, all your general partners, or, if you are a limited liability company, all your members must approve this Agreement, permit you to furnish the financial information we require, and agree to the restrictions placed on them, including restrictions on the transferability of their interests in the franchise and the juice bar and limitations on their rights to compete, and sign separately written guarantees of your payments and performance in the form of Attachment 7 to this Agreement. We require the spouse of each individual guarantor to sign the personal guaranty to provide consent thereto.

11.15 Acceptance by MJB

This Agreement will not be binding on us unless and until it has been signed by an authorized officer of that company.

11.16 Your Representations

You represent that the information you gave us in support of your application for this franchise was true and complete, that you have the resources of time, energy and money needed to operate your Movita Juice Bar according to our System and that you are entering into this franchise to actively operate your juice bar on a long-term basis and not for the purpose of investment.

11.17 Our Representations

THE ONLY REPRESENTATIONS OR PROMISES WE MAKE ARE THOSE SPECIFICALLY STATED IN THIS AGREEMENT AND THE FRANCHISE DISCLOSURE DOCUMENT THAT HAS BEEN DELIVERED TO YOU. WE DO NOT GUARANTEE THAT YOU WILL SUCCEED IN THE OPERATION OF THE MOVITA JUICE BAR LOCATION.

IN WITNESS TO THE FOREGOING, the parties to this Agreement sign and deliver it.

FRANCHISOR
MOVITA JUICE BAR FRANCHISE CORP.

Date: ________________

By: ______________________________
Raul Rodriguez, Chief Executive Officer
5701 S. Eastern Ave., Suite 320
Commerce, CA 90040

Sign here if Franchisee is an individual:

FRANCHISEE

Date: ________________

____

Print Name: __________________________________

Print Address: __________________________________

____

Sign here if Franchisee is a company:

FRANCHISEE

Print Company Name: __________________________________

Date: _________________

By: ______________________________

Print Name: __________________________________

Print Title: __________________________________

Print Address: __________________________________

Attachments to Franchise Agreement

Attachment 1 to Franchise Agreement

APPROVED LOCATION
AND PROTECTED AREA

The street address of the Approved Location is:

____

It is located in the following shopping center (“Protected Area”):

____

Attachment 2 to Franchise Agreement (as applicable)

SPECIAL RELEASE OF CLAIMS

This Special Release of Claims is signed on ___________________[*date*], at Commerce, California, by __________________________________ [*name of releasor*], referred to in this Release as "Releasor," in favor of Movita Juice Bar Franchise Corp., referred to in this Release as "Releasee."

RECITALS

This Release is made and delivered with reference to the following facts:

A. Releasee and Releasor are parties to a MOVITA JUICE BAR franchise agreement dated _______________________(the "Franchise Agreement").

B. Releasor would like to assign the Franchise Agreement and the franchised business operated under it to a Transferee described in the accompanying documents

–OR–

B. Releasor would like to renew the Franchise Agreement.

C. Releasee is willing to consent to Releasor's request on condition that Releasor meets the conditions for consent stated in the Franchise Agreement. One of these conditions is that Releasor must sign a release of claims in favor of Releasee.

D. For the above-described consideration, the value and adequacy of which Releasor acknowledges, Releasor signs and delivers this Release.

RELEASE

1. Releasor, on behalf of Releasor and Releasor's Related Parties, as the term "Related Parties" is defined in the Franchise Agreement, now and forever releases and discharges Movita Juice Bar Franchise Corp., and its successors, attorneys, insurers, brokers, principals, officers, directors, shareholders, partners, agents, employees, and contractors, from any and all claims, demands, losses, expenses, damages, liabilities, actions, and causes of action of any nature, **except for non-waivable statutory claims**, that in any manner arise from or relate to the franchise relationship described above.

2. This Release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action, **except for non-waivable statutory claims**, that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. RELEASOR EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE

SECTION 1542, WHICH PROVIDES: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of signing the release, which if known by him must have materially affected his settlement with the debtor.” Releasor represents and warrants that Releasor has considered the possibility that claims, liabilities, injuries, damages, and causes of action that Releasor does not presently know or suspect to exist in Releasor’s favor may develop, accrue, or be discovered in the future, and that Releasor voluntarily assumes that risk as part of the consideration received for this Release.

3. Releasor covenants and agrees that Releasor will not make, assert, or maintain any claim, demand, action, or cause of action that is discharged by this Release against any Releasee named or described in this Agreement. Releasor agrees to indemnify, defend, and hold each Releasee named or described in this Release, and their successors in interest, harmless against any claim, demand, damage, liability, action, cause of action, cost, or expense, including attorney fees, resulting from a breach of the covenant contained in this paragraph.

4. This Release may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

I, the undersigned, have read this Release and understand all of its terms. I sign it voluntarily and with full knowledge of its significance.

Date: ___________________ ___________________________________

[Signature of Releasor]

____

[*Print name of Releasor*]

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENT (DIRECT DEBIT)

The undersigned depositor (“Depositor”) authorizes Movita Juice Bar Franchise Corp. (“MJB”), to request debit entries and/or credit correction entries to the Depositor’s checking and/or savings account(s) indicated below and the depository (“Depository”) to debit the account according to our instructions.

______________________________	______________________________
Depository	Branch

____

Street Address, City, State, Zip Code

______________________________	______________________________
Bank Transit/ABA	Number Account Number

This authorization is to remain in full force and effect until Depository has received joint written notification from us and Depositor of the Depositor’s termination of the authorization in a time and manner that will give Depository a reasonable opportunity to act on it. In spite of the foregoing, Depository will give us and Depositor thirty (30) days’ prior written notice of the termination of this authorization. If an erroneous debit entry is made to Depositor’s account, Depositor will have the right to have the amount of the entry credited to the account by Depository, if within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to the entry or forty-five (45) days after posting, whichever occurs first, Depositor has sent Depository a written notice identifying the entry, stating that the entry was in error, and requesting Depository to credit the amount to the account.
These rights are in addition to any rights Depositor may have under federal and state banking laws.

______________________________	______________________________
Depositor	Depository
______________________________	______________________________
By	By
______________________________	______________________________
Title	Title
______________________________	______________________________
Date	Date

Attachment 4 to Franchise Agreement

ASSIGNMENT OF TELEPHONE NUMBERS, EMAIL ADDRESSES AND URL'S AND SPECIAL POWER OF ATTORNEY

1. _____________________________________[*Franchisee's legal name*](“You”), in return for valuable consideration, including our signing a franchise agreement with you at the same time that this assignment is signed, assign to Movita Juice Bar Franchise Corp. (“MJB”), all telephone numbers, email addresses, and URL's and listings you advertise, publicize, or otherwise make known to customers or the public in the operation of a franchised juice bar, both now and in the future, in the city where the franchised business is operated.

2. This assignment will automatically become effective immediately upon Termination (meaning “termination, expiration, or nonrenewal”) of your franchise. When the franchise is terminated, you agree to do whatever is necessary to cause the companies providing service to the franchised juice bar to promptly transfer the telephone numbers, email addresses and URL's and associated directory listings to MJB or its designee.

3. You agree to pay the telephone company, on or before the date when the franchise is Terminated, all amounts you owe it in connection with the telephone numbers, including payment for any advertisements or listings in a classified telephone directory or directories. You further agree to indemnify MJB for any money MJB must pay the telephone company before the telephone company will carry out this agreement.

4. This assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5. You appoint MJB as your attorney-in-fact to sign any documents and do any things necessary to carry out this agreement if you fail to sign or do them within three (3) business days after termination of the franchise agreement. You further agree to indemnify MJB for any expenses, including legal fees, that MJB incurs which would not have been incurred if you had performed as you promised under this agreement.

Sign here if Franchisee is an individual:

FRANCHISEE

Date: ___________________ ____________________________________

Print Name: ____________________________________

Print Address: ____________________________________

Sign here if Franchisee is a company:

FRANCHISEE

____

Print Company Name: ____________________________________

Date: __________________ By: ________________________________

Print Name: ______________________________

Print Title: ______________________________

Print Address: ______________________________

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

LEASE PROVISIONS

Please give this language to your prospective lessor and ask that it be added to the terms of the lease. We will not approve leases that do not include substantially similar provisions:

Lessor will simultaneously give written notice to both Movita Juice Bar Franchise Corp. ("Movita Juice Bar"), and Lessee of any default under the lease. If Lessee does not cure any curable default during the time allowed by the lease, MJB may have an additional 15 days within which to cure the default on its own behalf as assignee of the lease. Notice will be directed to MJB at 1234 Goodrich Blvd., Commerce, CA 90022.

If the lease is terminated for any reason or if the franchise agreement between MJB and Lessee is terminated for any reason, MJB may enter the leasehold premises for purposes of removing all signs and other materials bearing Movita Juice Bar's trade name, marks or other commercial symbols.

If the lease is terminated for any reason or if the franchise agreement between MJB and Lessee is terminated for any reason, lessor consents to assignment, without further action on its part, of this lease to MJB. Under these circumstances, Lessor will not unreasonably withhold its consent to assignment of the lease by MJB to another MOVITA JUICE BAR franchisee with financial qualifications comparable to those of Lessee.

Lessor may, upon MJB's written request, disclose to MJB all reports, information or data in Lessor's possession regarding sales made in, upon or from the leased premises.

The leased premises may be used by Lessee only for operation of a MOVITA JUICE BAR Location.

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

In return for (a) his or her training by Movita Juice Bar Franchise Corp. ("MJB"), to operate a juice bar or (b) his or her employment by MJB or by one of its franchisees, the undersigned Confidant agrees as follows:

1. Nondisclosure of Trade Secrets and Confidential Information

Confidant agrees, during the term of the franchise agreement and following termination, expiration, or assignment of the Agreement or Confidant's employment with MJB or by franchisee and following termination, expiration, or assignment of the franchise agreement or termination or expiration of Confidant's employment with franchisee, not to disclose, duplicate, sell, reveal, divulge, publish, furnish, or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of MJB to any other person or company unless authorized in writing by MJB. Confidant agrees not to use any Trade Secret or Confidential Information for his or her personal gain or for purposes of personal gain by others, whether or not the Trade Secret or Confidential Information was conceived, originated, discovered, or developed, in whole or in part, by Confidant or represents Confidant's work product. If Confidant has assisted in the preparation of any information that we consider to be a Trade Secret or Confidential Information or has himself or herself prepared or created the information, Confidant assigns any rights that he or she may have in the information as its creator to MJB, including all ideas made or conceived by Confidant.

2. Definition of Trade Secrets and Confidential Information

For purposes of this Agreement, the terms "Trade Secret" and "Confidential Information" mean any knowledge, technique, processes, or information made known or available to Confidant that we treat as confidential, whether existing now or created in the future, including but not limited to information about the cost of materials and supplies, supplier lists or sources of supplies, internal business forms, orders, customer accounts, manuals and instructional materials describing our methods of operation, including our Operations Manual, products, drawings, designs, plans, proposals, and marketing plans, all concepts or ideas in, or reasonably related to our business that have not previously been publicly released by MJB, and any other information or property of any kind of MJB that may be protected by law as a Trade Secret, confidential, or proprietary. The Trade Secrets and Confidential Information described in this Agreement are the sole property of MJB.

3. Return of Proprietary Materials

Upon termination of franchise ownership or employment by MJB or a franchisee, Confidant must surrender to MJB all materials considered proprietary by MJB, technical or nontechnical, whether or not copyrighted, that relate to a Trade Secret, Confidential Information, or conduct of the operations of MJB. Confidant expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of MJB.

4. Solicitation of Employees

Confidant further agrees that he or she will not furnish to or for the benefit of any competitor of MJB, or the competitor's employees, agents, licensees, or franchisees, or the competitor's subsidiaries, the name of any person who is employed by MJB or its Related Parties or by any other franchisee of MJB or its Related Parties.

5. Noncompetition

Confidant agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of the Confidential Information in certain circumstances may cause irrevocable damage to MJB, Confidant will not, until the expiration of two (2) year after the termination (regardless of the cause of termination) or expiration of the employment relationship between Confidant and MJB or the franchisee that employs Confidant, or termination of the ownership interest of Confidant in a franchise, engage, directly or indirectly, or through any corporations or Related Parties, in any business that is competitive with any juice bar and that is located (i) at the location of the juice bar owned by Confidant or at which Confidant was employed, (ii) within the Protected Area assigned to the franchisee, (iii) within twenty-five (25) miles of the outer boundaries of the Protected Area assigned to the franchisee, (iv) within the protected area assigned to any other Movita Juice Bar location owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates (x) as of the date of this Agreement; (y) as of the date of (a) termination (regardless of the cause of termination) or expiration of Confidant's employment or ownership of Confidant in a franchise or (b) a Transfer, as defined in the franchise agreement, if applicable; or (z) as of the date of entry of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 5, and (v) within twenty-five (25) miles of the outer boundaries of the protected area assigned to any other Movita Juice Bar location owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates (x) as of the date of this Agreement; (y) as of the date of (a) termination (regardless of the cause of termination) or expiration of Confidant's employment or ownership of Confidant in a franchise or (b) a Transfer, as defined in the franchise agreement, if applicable; or (z) as of the date of entry of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 5.

6. Saving Provision

Confidant agrees and stipulates that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all the facts and circumstances of the relationship between Confidant and MJB. Nevertheless, Confidant and MJB are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of the provisions of the preceding paragraph, Confidant and MJB agree that if a court or arbitrator should decline to enforce the provisions of the preceding paragraph, that paragraph must be considered modified to restrict Confidant's competition with MJB to the maximum extent, in both time and geography, which the court or arbitrator finds enforceable.

7. Irreparable Harm to MJB

Confidant understands and agrees that MJB will suffer irreparable injury that cannot be precisely measured in monetary damages if Confidential Information or proprietary information is obtained by any person, firm, or corporation and is used in competition with MJB. accordingly, Confidant agrees that it is reasonable and for the protection of the business and goodwill of MJB for Confidant to enter into this Agreement. If there is a breach of this Agreement by Confidant, Confidant consents to entry of a temporary restraining order or other injunctive relief and to any other relief that may be granted by a court having proper jurisdiction.

8. Binding Effect

This Agreement will be binding on Confidant's heirs, executors, successors, and assignees as though originally signed by those people.

9. Applicable Law

The validity of this Agreement will be governed by the laws of the State of California, except for sections 4 and 5 which will be governed by the state where franchisees business is located. where If any provision of this Agreement is void or unenforceable in those States, the remainder of the Agreement will be fully enforceable according to its terms.

CONFIDANT

____
Signature:

____
Print Name:

PERSONAL GUARANTY AND SUBORDINATION AGREEMENT

To induce Movita Juice Bar Franchise Corp. ("Franchisor"), to enter into or permit assignment of a certain franchise agreement with ___________________________ [*franchisee's full legal name*] ("Franchisee") (the "Franchise Agreement"), signed on the same date as the date of this Personal Guaranty and Subordination Agreement, each of the undersigned unconditionally, jointly and severally, personally guaranty to Franchisor, its successors, or its assignees, the prompt full payment and performance of all obligations of Franchisee that are or may become due and owing to Franchisor, including, but not limited to, all obligations arising out of the Franchise Agreement and any other agreement between the parties and all extensions or renewals of it or them in the same manner as if the Franchise Agreement were signed between Franchisor and the undersigned, as franchisee, directly.

Each of the undersigned expressly waives notice of acceptance by Franchisor to or for the benefit of Franchisee, of the purchase of inventory and goods by Franchisee, the maturing of bills and the failure to pay the same, the incurring by Franchisee of any additional future obligations and liability to Franchisor, and any other notices and demands. This Personal Guaranty will not be affected by the modification, extension, or renewal of any agreement between Franchisor and Franchisee, the taking of a note or other obligation from Franchisee or others, the taking of security for payment, the granting of an extension of time for payment, the filing by or against Franchisee of bankruptcy, insolvency, reorganization, or other debtor relief afforded Franchisee under the Federal Bankruptcy Act or any other state or federal statute or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing, and this Personal Guaranty will cover the terms and obligations of any modifications, notes, security agreements, extensions, or renewals. The obligations of the undersigned will be unconditional in spite of any defect in the validity of the Franchisee's obligations or liability to Franchisor or any other circumstances whether or not referred to in this Guaranty that might otherwise constitute a legal or equitable discharge of a surety or guarantor.

This is an irrevocable, unconditional, and absolute guaranty of payment and performance and the undersigned agrees that the undersigned's liability under this guaranty will be immediate and will not be contingent upon the exercise or enforcement by Franchisor of whatever remedies it may have against the Franchisee or others, or the enforcement of any lien or realization upon any security Franchisor may at any time possess.

Each of the undersigned agrees that any current or future indebtedness by the Franchisee to the undersigned will always be subordinate to any indebtedness owed by Franchisee to Franchisor. The undersigned will promptly modify any financing statements on file with state agencies to specify that Franchisor's rights are senior to those of Guarantor.

Each of the undersigned further agrees that as long as the Franchisee owes any money to Franchisor (other than royalty and advertising fund payments that are not past due), the Franchisee will not pay and the undersigned will not accept payment of any part of any indebtedness owed by

Franchisee to any of the undersigned, either directly or indirectly, without the consent of Franchisor.

In connection with any litigation or arbitration to determine the undersigned's liability under this Personal Guaranty, the undersigned expressly waives the undersigned's right to trial by jury, if any, and agrees to pay costs and reasonable attorney fees as fixed by the court or arbitrator. If this Personal Guaranty is signed by more than one individual, each person signing this Personal Guaranty will be jointly and severally liable for the obligations created in it.

Each of the undersigned agree to be personally bound by the restrictive covenants and confidentiality provisions contained within the Franchise Agreement. This Personal Guaranty will remain in full force and effect until all obligations arising out of and under the Franchise Agreement, including all renewals and extensions, are fully paid and satisfied.

[Signature page follows]

IN WITNESS TO THE FOREGOING, each of the undersigned has signed this Personal Guaranty as of the same day and year as the Franchise Agreement was executed.

Guarantor(s):

Signature: ____________________________	Signature: ___________________________
Print Name: __________________________	Print Name: __________________________

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the Personal Guaranty given by his/her spouse. Such consent also serves to bind the assets of the marital estate to the Guarantor's performance of this Personal Guaranty.

___________________________________ Name of Guarantor	___________________________________ Name of Guarantor
___________________________________ Name of Guarantor's Spouse	___________________________________ Name of Guarantor's Spouse
___________________________________ Signature of Guarantor's Spouse	___________________________________ Signature of Guarantor's Spouse

EXHIBIT C
MULTI-UNIT DEVELOPMENT AGREEMENT

MOVITA JUICE BAR®
MULTI-UNIT DEVELOPMENT AGREEMENT

BY AND BETWEEN

MOVITA JUICE BAR FRANCHISE CORP.

AND

____

Contents

Attachments to Multi Unit Development Agreement:

MOVITA JUICE BAR®
MULTI-UNIT DEVELOPMENT AGREEMENT

THIS MOVITA JUICE BAR **MULTI-UNIT DEVELOPMENT AGREEMENT** (the "**Agreement**") is made and entered into this day of ______________, 20_______, (the "**Effective Date**") by and between Movita Juice Bar Franchise Corp., a California corporation (the "**Company**") and ______________________, a(n) ("**Franchisee**") with reference to the following facts:

a. Company has the right to license the MOVITA JUICE BAR" name and service mark, and such other trademarks, trade names, service marks, logotypes, insignias, trade dress and designs used in connection with the development, operation and maintenance of "MOVITA JUICE BAR" locations operated in accordance with Company's prescribed methods and business practices.

b. Company desires to expand and develop the juice bars in the Development Area (defined below), and Franchisee wishes to develop juice bars in the Development Area, upon the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
GRANT OF DEVELOPMENT RIGHTS

1.1 Certain Fundamental Definitions and Applicable Information

In this Agreement, in addition to those terms defined in Appendix 1 and elsewhere in this Agreement, the following terms, shall have the meanings set forth below, unless the context otherwise requires:

"Franchisee Notice Address" is: ____

____

____

Email: ________________________________

"**Initial Development Fee**" means $15,000 per juice bar after the first juice bar. (See Section 5.1)

1.2 Grant of Development Rights

1.2.1 Upon the terms and subject to the conditions of this Agreement, Company hereby grants to Franchisee, and Franchisee hereby accepts, the right and obligation, during the Term (defined below), to develop juice bars (defined below) in the geographic area defined in Attachment A, which is attached hereto and by this reference made a part hereof (the "**Development Area**"). An increase or decrease in the size of the cities, counties or political subdivisions, if any, included within these boundaries shall have no effect on the Development Area as it is described in Attachment A.

1.2.2 No right or license is granted to Franchisee hereunder to use any trademarks, trade names, service marks, logotypes, insignias, trade dress or designs owned by Company, including the Trade Name and Marks, such right and license being granted solely pursuant to Franchise Agreements executed pursuant hereto. Without limiting the generality of the foregoing, nothing in this Agreement shall permit Franchisee to own or operate a juice bar, except pursuant to duly executed and subsisting Franchise Agreement. Franchisee shall not use such trademarks, trade names, service marks, logotypes, insignias, trade dress or designs in any manner or for any purpose, including in connection with any offering of securities or any request for credit, without the prior express written approval of Company.

1.3 Rights within Development Area

1.3.1 Company and its Affiliates shall not directly open and operate nor grant a license or franchise to any other person to open or operate any Juice Bar at any location within the Development Area during the Term without first providing Franchisee a right of first refusal ("**ROFR**"), for a least 30 days, to execute a Franchise Agreement to open and operate a juice bar at that location, *provided* and on condition that Franchisee is not then in breach of any of the terms of this Agreement, and *provided further,* that the ROFR need not be offered to Franchisee in any case in which the owner or person or Entity controlling that location has established conditions, requirements, or other preconditions that Company knows or reasonably believes Franchisee does not or cannot satisfy, or for any juice bars that were already in operation in the Development Area on the Effective Date, including those expressly identified on Attachment A, if any.

1.3.2 Company and its Affiliates reserve all other rights, including the exclusive, unrestricted right, in its discretion, directly and indirectly, through its employees, Affiliates (defined below), representatives, licensees, assigns, agents and others, (i) to own or operate and to franchise or license others to own or operate juice bars at any location outside the Development Area, (ii) to own or operate and to franchise or license others to own or operated juice bars under names other than "Movita Juice Bar" at any location whatsoever, (iii) to own or operate and to franchise or license others to own or operate businesses including juice bars at Non-Traditional Venues within or outside the Development Area, and regardless of their proximity to any juice bar developed or under development or consideration by Franchisee; and (iv) to produce, license, distribute and market "Movita Juice Bar" brand named products, and products bearing other marks, including pre-packaged food items and other food and beverage products; books; clothing; souvenirs and novelty items, at or through any location or outlet, including grocery stores and convenience stores (including those which may be located within the Development Area), and through any distribution channel, at wholesale or retail, including by means of mail order catalogs, direct mail advertising, Internet marketing and other distribution methods. Except as provided in Section 1.3.1, this Agreement is not exclusive.

ARTICLE 2
FRANCHISEE'S DEVELOPMENT SCHEDULE

2.1 Development Schedule

2.1.1 Within each Development Period specified in
Attachment B, Franchisee shall construct, equip, open and thereafter continue to operate within the Development Area, not less than the cumulative number of juice bars required by the Development Schedule for that Development Period.

2.1.2 Juice bars developed hereunder which are open and operating and which have been assigned to Affiliates of Franchisee in accordance with Section 7.2.2 with Company's consent, shall count in determining whether Franchisee has satisfied the Development Obligation for so long as the applicable Affiliate continues to satisfy the conditions set forth in Section 7.2.2.

2.2 Force Majeure

2.2.1 Subject to Franchisee's continuing compliance with Section 2.2.2, should Franchisee be unable to meet the Development Schedule for any Development Period solely as the result of Force Majeure or any legal disability of Company to deliver a Franchise Disclosure Document pursuant to Section 6.2 of this Agreement, which results in the inability of Franchisee to construct or operate the juice bars in all or substantially all of the Development Area pursuant to the terms of this Agreement, the particular

Development Period during which the event of Force Majeure (or Company's legal disability to deliver a Franchise Disclosure Document) occurs shall be extended by an amount of time equal to the time period during which the Force Majeure (or Company's legal disability to deliver a Franchise Disclosure Document) shall have existed during that Development Period. Development Periods during which no such Force Majeure (or legal disability) existed shall not be extended. Other than as a result of Force Majeure, any delay in Company's issuance of acceptance of any site under Article 6, including, as a result of Franchisee's failure to satisfy the conditions set forth in Section 6.3 of this Agreement, shall not extend any Development Period.

2.2.2 In the event of the occurrence of an event constituting Force Majeure, Franchisee shall notify Company in writing within 5 days following commencement of the alleged Force Majeure of the specific nature and extent of the Force Majeure, and how it has impacted Franchisee's performance hereunder. Franchisee shall continue to provide Company with updates and all information as may be requested by Company, including Franchisee's progress and diligence in responding to and overcoming the Force Majeure.

ARTICLE 3
DEVELOPMENT AREA

3.1 <u>Company's Right to Develop</u>

Notwithstanding Section 2.1 above, if during the Term of this Agreement, Franchisee is unable or unwilling, or fails for any reason (except due to Force Majeure as provided in Section 2.2), to satisfy the Development Schedule, this Agreement may be terminated by Company in accordance with Section 9.1 hereof. Upon such termination, Company may, but has no obligation to, open and operate, or license others to (or grant others development rights to) open and operate, juice bars at any site(s) within the Development Area, excluding sites in any Protected Area granted to Franchisee pursuant to the individual Franchise Agreement for each then existing juice bar located in the Development Area.

3.2 <u>Protected Area for Each Individual Juice Bar</u>

Subject to certain conditions provided for in the Franchise Agreements, each such agreement executed pursuant hereto shall provide that Company and its Affiliates may not open or operate, or franchise or license the operation of, any juice bar within a Protected Area surrounding the juice bar opened by Franchisee pursuant to such Franchise Agreement. The Protected Area will be the smaller of the area within a one half (½) mile radius of the Approved Location or the shopping center or mall within which the Approved Location is located; provided that there will be no Protected Area if the Approved Location is in a Non-Traditional Venue (other than a shopping center location).

ARTICLE 4
TERM OF MULTI-UNIT DEVELOPMENT AGREEMENT

4.1 <u>Term</u>

The term of this Agreement shall commence on the Effective Date and, unless otherwise negotiated, terminated or extended as provided herein, shall continue until the earlier of (i) the 3rd anniversary of the Effective Date, or (ii) the date of execution of the Franchise Agreement granting Franchisee the right to open the last juice bar necessary for Franchisee to fully satisfy the Development Obligation (the "**Term**").

4.2 <u>Limited Additional Development Right</u>

If Franchisee shall determine that it desires to engage in further development of the Development Area in excess of the Development Obligation, Franchisee shall at the earlier of (i) 180 days prior to the scheduled expiration of the Term or (ii) the date on which acceptance of the proposed site for the last juice bar required to meet the Development Obligation is issued, notify Company in writing ("**Additional Development Notice**") of Franchisee's desire to develop additional juice bars in the Development Area and a plan for such development over a new term, setting forth the number of proposed juice bars and the deadlines for the development of each of them within such proposed term. This right of additional development by Franchisee shall be exercised only in accordance with Section 4.3 and is subject to the conditions set forth in Section 4.4. This Agreement is not otherwise renewable.

4.3 Exercise of Right of Additional Development

4.3.1 If Company determines the additional development obligation proposed by the Additional Development Notice is unacceptable in any respect(s), Company and Franchisee shall (subject to Section 4.4) negotiate during the following 60 days in an effort to reach a mutually agreeable additional development obligation. Each party may negotiate to protect its own interests as it deems appropriate in its discretion.

4.3.2 If the additional development obligation proposed by the Additional Development Notice is acceptable to Company, or if Company and Franchisee reach agreement on an alternative additional development obligation (the "**Additional Development Obligation**") within said 60 day period, then Company shall deliver to Franchisee a copy of Company's then-current Franchise Disclosure Document, if required by Applicable Law, and two copies of the then-current multi-unit development agreement, which may vary substantially from this Agreement, setting forth the agreed upon Additional Development Obligation. Within 30 days after Company's delivery of the said multi-unit development agreement, but no sooner than immediately after the expiration of any applicable waiting period(s) prescribed by Applicable Law, Franchisee shall execute two copies of the then-current multi-unit development agreement and return them to Company together with the applicable development fee, if any, for the juice bars required by the Additional Development Obligation. If Franchisee has so executed and returned the copies and has satisfied the conditions set forth in Section 4.4, Company will execute the copies and return one fully executed copy to Franchisee.

4.4 Conditions to Exercise of Right of Additional Development

Franchisee's right to additional development described in Section 4.2 shall be subject to Franchisee's fulfillment of the following conditions precedent:

4.4.1 Franchisee (and each of its Affiliates which have developed or operate juice bars in the Development Area) shall have fully performed all of its obligations under this Agreement and all other agreements between Company and Franchisee (or the applicable Affiliate).

4.4.2 Franchisee shall have demonstrated to Company Franchisee's financial capacity to perform the Additional Development Obligations set forth in the then-current multi-unit development agreement. In determining if Franchisee is financially capable, Company will apply the same criteria to Franchisee as it applies to prospective area developer franchisees at that time.

4.4.3 At the expiration of each Development Period and at the expiration of the Term, Franchisee shall have opened and shall thereafter have continued to operate, in the Development Area, not less than the aggregate number of juice bars then required by the Development Obligation.

4.4.4 Company and Franchisee shall have executed a new multi-unit development agreement pursuant to Section 4.3.

4.4.5 Franchisee and all Affiliates of Franchisee who then have a currently effective franchise agreement or multi-unit development agreement with Company shall have executed and delivered to Company a general release, or a form prescribed by Company, of any and all known and unknown claims against Company or its Affiliates, and their respective officers, directors, agents, shareholders and employees.

4.5 Effect of Expiration

Unless an Additional Development Obligation shall have been agreed upon, and a new multi-unit development agreement shall have been executed by the parties pursuant to Sections 4.2 and 4.3, following the expiration of the Term, or the sooner termination of this Agreement, (a) Franchisee shall have no further right to construct, equip, own, open or operate additional juice bars which are not, at the time of such termination or expiration, the subject of a then existing Franchise Agreement between Franchisee (or an Affiliate of Franchisee) and Company which is then in full force and effect, and (b) Company or its Affiliates may thereafter itself construct, equip, open, own or operate, and license others to (or grant development rights to) construct, equip, open, own or operate juice bars at any location(s) (within or outside of the Development Area), without any restriction, subject only to any territorial rights granted for any then-existing juice bar pursuant to a validly subsisting Franchise Agreement executed for such juice bar.

ARTICLE 5
PAYMENTS BY FRANCHISEE

5.1 Initial Development Fee

Concurrently with the execution of this Agreement, Franchisee shall pay the Initial Development Fee to Company, in cash or by certified check, representing $15,000 for each of the juice bars required to be opened during the Term pursuant to the Development Obligation after the first. Franchisee shall also concurrently pay to Company the Initial Franchise Fee payable pursuant to the first Franchise Agreement which shall be signed contemporaneously with this Agreement. Franchisee acknowledges and agrees that in consideration of Franchisor's expenses and administrative costs incurred in connection with this Agreement and as compensation for its lost or deferred opportunities to grant these development rights to others, the grant of these development rights and the undertakings and agreements of Franchisor contained in this Agreement constitute the sole and only consideration for the payment of the Initial Development Fee. Franchisee further acknowledges and agrees that the Initial Development Fee shall be non-refundable and fully earned by Franchisor at the time of the parties' execution of this Agreement.

5.2 Franchise Fees

Notwithstanding the terms of the Franchise Agreement executed for each juice bar developed pursuant hereto:

5.2.1 Franchisee shall be obligated to pay to Company, in cash or by certified check, an initial franchise fee ("**Initial Franchise Fee**") equal to $40,000 for each juice bar to be opened pursuant hereto (or $35,000 for a second juice bar in the same shopping center), which Initial Franchise Fee shall be payable upon execution by Franchisee of each Franchise Agreement entered into pursuant to this Agreement, provided, however, that Company shall credit such Initial Development Fee against the Initial Franchise Fees payable under the second and each subsequent Franchise Agreement (at the rate of $25,000 per Franchise Agreement);

5.2.2 The Franchise Agreement executed for each juice bar developed pursuant hereto, shall provide for a weekly Royalty (as defined therein) equal to 7% of Adjusted Gross Revenue (as defined therein), *provided that* no weekly Royalty shall be payable until the first to occur of: (i) 12 months following the effective date of that Franchise Agreement, or (ii) until Franchisee's cumulative Adjusted Gross Revenue for the Juice Bar equals or exceeds $500,000.00; and

5.2.3 The Franchise Agreement executed for each juice bar developed pursuant hereto, shall provide for an Advertising Fund Contribution (as defined therein) equal to 2% of Adjusted Gross Revenue (as defined therein).

ARTICLE 6
EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS

6.1 Site Review

6.1.1 When Franchisee has located a proposed site for construction of a juice bar, Franchisee shall submit to Company such demographic and other information regarding the proposed site and neighboring areas as Company shall require, in the form prescribed by Company ("**Site Review Request**"). Company may seek such additional information as it deems necessary within 15 days of submission of Franchisee's Site Review Request, and Franchisee shall respond promptly to such request for additional information. If Company shall not deliver written notice to Franchisee that Company accepts the proposed site, within 30 days of receipt of Franchisee's Site Review Request, or within 15 days after receipt of such additional requested information, whichever is later, the site shall be deemed rejected. If the Company accepts the proposed site it shall notify Franchisee of its acceptance of the site.

6.1.2 Although Company may voluntarily (without obligation) assist Franchisee in locating an acceptable site for a juice bar, neither Company's said assistance, if any, nor its acceptance of any proposed site, whether initially proposed Franchisee or by Company, shall be construed to insure or guarantee the profitable or successful operation of the juice bar at that site by Franchisee, and Company hereby expressly disclaims any responsibility therefor. Franchisee acknowledges its sole responsibility for finding each site for the juice bars it develops pursuant to this Agreement.

6.1.3 You have 180 days after signing the Franchise Agreement to locate an acceptable site for your business office. We will review and either consent to or decline the proposed site for your business office within 10 business days after you provide us with its address. If you are unable to locate an acceptable site within 180 days, we can cancel the Franchise Agreement. The factors that we consider in consenting to a site for the Movita Juice Bar include general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings and lease or rental terms. You have 180 days after signing the Franchise Agreement to locate an acceptable site for your Movita Juice Bar. If you are unable to do so, we can cancel the Franchise Agreement and MULTI-UNIT DEVELOPMENT AGREEMENT.

6.2 Delivery of Franchise Disclosure Document, Execution of Lease and Franchise Agreement

6.2.1 Promptly following Franchisee's receipt of acceptance, Franchisee shall proceed to negotiate a lease or purchase agreement for the site and shall submit to Company a copy of the proposed lease or purchase agreement, as applicable. Following Company's receipt of the proposed lease or purchase agreement, as applicable, which meets Company's requirements, Company shall notify Franchisee of its acceptance of the proposed lease or purchase agreement, as applicable.

6.2.2 Company's review and acceptance of the lease is solely for Company's benefit and is solely an indication that the lease meets Company's minimum Standards and specification at the time of acceptance of the lease (which may be different that the requirements of this Agreement). Company's review and acceptance of the lease shall not be construed to be an endorsement of such lease, confirmation that such lease complies with Applicable Law, or confirmation that the terms of such lease are favorable to Franchisee, and Company hereby expressly disclaims any responsibility therefore.

6.2.3 Subject to Section 6.3, after Company's acceptance of each proposed site, Company shall deliver to Franchisee a copy of Company's then-current Franchise Disclosure Document as may be required by Applicable Law (the "**Franchise Disclosure Document**") and two copies of the then-current Franchise Agreement. Immediately upon receipt of the Franchise Disclosure Document, Franchisee shall return to Company a signed copy of the Acknowledgment of Receipt of the Franchise Disclosure Document. Franchisee acknowledges that the new Franchise Agreement may vary substantially from the current Franchise Agreement. If Company is not legally able to deliver a Franchise Disclosure Document to Franchisee by reason of any lapse or expiration of its franchise registration, or because Company is in the process of amending any such registration, or for any reason beyond Company's reasonable control, Company may delay acceptance of the site for Franchisee's proposed juice bar, or delivery of a Franchise Agreement, until such time as Company is legally able to deliver a Franchise Disclosure Document.

6.2.4 Within 30 days after Franchisee's receipt of the Franchise Disclosure Document and the then-current Franchise Agreement, but no sooner than immediately after any applicable waiting periods prescribed by Applicable Law have passed, Franchisee shall execute two copies of the Franchise Agreement described in the Franchise Disclosure Document and return them to Company together with the applicable Initial Franchise Fee. If Franchisee has so executed and returned the copies and Initial Franchise Fee and has satisfied the conditions set forth in Section 6.3, Company shall execute the copies and return one fully executed copy of such Franchise Agreement to Franchisee.

6.2.5 Franchisee shall not execute any lease or purchase agreement for any juice bar, until Company has accepted the proposed site and Company has delivered to Franchisee a fully executed Franchise Agreement countersigned by Company pursuant to Sections 6.2.4. After Company's acceptance of the site and lease (or purchase agreement, if applicable), and its delivery to Franchisee of the fully executed Franchise Agreement, Franchisee shall then procure the site pursuant to the purchase agreement or lease which has been reviewed and accepted by Company, and shall forward to Company, within ten (10) days after its execution, one copy of the executed lease or, if purchased, the deed evidencing Franchisee's right to occupy the site. Franchisee shall then commence construction and operation of the juice bar pursuant to the terms of the applicable Franchise Agreement.

6.3 <u>Condition Precedent to Company's Obligations</u>

It shall be a condition precedent to Company's obligations pursuant to Sections 6.1 and 6.2, and to Franchisee's right to develop each and every juice bar, that Franchisee shall have satisfied all of the following conditions precedent prior to Company's acceptance of the proposed juice bar and the site and lease or purchase agreement therefor, and the Company's execution of the Franchise Agreement therefor:

6.3.1 Franchisee (and each of its Affiliates which have developed or operate juice bars in the Development Area) shall have fully performed all of its obligations under this Agreement and all Franchise Agreements and other written agreements between Company and Franchisee (or any such Affiliate of Franchisee), and must not at any time following Franchisee's submission of its Site Review Request, and until Company grants its acceptance of the proposed site, be in default of any of its contractual or other legal obligations to Company or any of its Affiliates, or any approved vendor or supplier, or to any federal, state, county or municipal agency.

6.3.2 Franchisee shall have demonstrated to Company, in Company's discretion, Franchisee's financial and other capacity to perform the obligations set forth in the proposed new Franchise Agreement, and Franchisee's submission of a comprehensive management plan acceptable to, and accepted by Company, which shall include among other reasonable requirements as may be established by Company, an organization chart and supervisory requirements for the proposed juice bar. In determining if Franchisee is financially or otherwise capable, Company shall apply the same criteria to Franchisee as it applies to prospective multi-unit developer franchisees at that time.

6.3.3 Franchisee shall continue to operate, in the Development Area, not less than the cumulative number of juice bars required by the Development Obligation set forth in Exhibit B to be in operation as of the end of the immediately preceding Development Period.

6.3.4 Franchisee, and each of its Affiliates who then has a currently effective franchise agreement or multi-unit development agreement with Company, must sign a general release of any claims they may have against Company and its Affiliates, on a form prescribed by Company.

ARTICLE 7
ASSIGNMENT AND SUBFRANCHISING

7.1 Assignment by Company

This Agreement is fully transferable by Company, in whole or in part, without the consent of Franchisee and shall inure to the benefit of any transferee or their legal successor to Company's interests herein; provided, however, that such transferee and successor shall expressly agree to assume Company's obligations under this Agreement. Without limiting the foregoing, Company may (i) assign any or all of its rights and obligations under this Agreement to an Affiliate; (ii) sell its assets, its marks, or its System outright to a third party; (iii) engage in a public offering of its securities; (iv) engage in a private placement of some or all of its securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Company shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). In connection with any of the foregoing, at Company's request, Franchisee shall deliver to Company a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Company may reasonably request; and Franchisee agrees that any such statements may be relied upon by Company and any prospective purchaser, assignee or lender of Company.

7.2 No Sub-franchising by Franchisee

7.2.1 Franchisee shall not offer, sell, or negotiate the sale of "Movita Juice Bar" franchises to any third party, either in Franchisee's own name or in the name and/or on behalf of Company, or otherwise sub-franchise, subcontract, sublicense, share, divide or partition this Agreement, and nothing in this Agreement will be construed as granting Franchisee the right to do so. Franchisee shall not execute any Franchise Agreement with Company, or construct or equip any juice bar with a view to offering or assigning such Franchise Agreement or juice bar to any third party.

7.2.2 Notwithstanding Section 7.2.1, Franchisee may, with Company's prior written consent, execute and contemporaneously assign a Franchise Agreement executed pursuant hereto to a separate Entity controlled by Franchisee (each a "**Subsidiary**"); provided and on condition that:

(a) Upon Company's request, Franchisee has delivered to Company a true, correct and complete copy of the Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, partnership agreement, and other organizational documents, and Company has accepted the same;

(b) The Subsidiary's articles of incorporation or articles of organization, bylaws, operating agreement, and partnership agreement, as applicable, shall provide that its activities are confined exclusively to operating juice bars; rights of the Subsidiary;
(c) Franchisee, directly owns and controls not less than 100% of the Equity and voting;
(d) the Subsidiary is in good standing in its jurisdiction of organization and each other jurisdiction where the conduct of its business or the operation of its properties requires it to be so qualified;
(e) the person designated by Franchisee as the Operating Principal has exclusive day-today operational control over the Subsidiary;
(f) the Subsidiary conducts no business other than the operation of the juice bar;
(g) the Subsidiary assumes all of the obligations under the Franchise Agreement as franchisee pursuant to written agreement, the form and substance of which shall be acceptable to Company;
(h) each person or Entity comprising Franchisee, and all present and future Owners of 10% or more (directly or indirectly), in the aggregate, of the Equity or voting rights of any franchisee under any and all Franchise Agreements executed pursuant to this Agreement shall execute a written guaranty in a form prescribed by Company, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of all of the obligations to Company and to Company's Affiliates under this Agreement and each Franchise Agreement executed pursuant hereto (for purposes of determining whether said 10% threshold is satisfied, holdings of spouses, family members who live in the same household, and Affiliates shall be aggregated);
(i) none of the Owners of the Equity of the franchisee under the applicable Franchise Agreement is engaged in Competitive Activities;
(j) at Company's request, Franchisee shall, and shall cause each of its Affiliates to execute and deliver to Company a general release, on a form prescribed by Company of any and all known and unknown claims against Company and its Affiliates and their officers, directors, agents, shareholders and employees; and
(k) Franchisee shall reimburse Company for all direct and indirect costs and expense it may incur in connection with the transfer and assignment, including attorney's fees.

7.2.3 In the event that Franchisee exercises its rights under Section 7.2.2 then, Franchisee and such Subsidiary shall, in addition to any other covenants contained in the applicable Franchise Agreement, affirmatively covenant to continue to satisfy each of the conditions set forth in Section 7.2.2 throughout the term of such Franchise Agreement.

7.3 <u>Assignment by Franchisee</u>

7.3.1 This Agreement has been entered into by Company in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Franchisee. Neither Franchisee nor any Owner shall cause or permit any Assignment unless Franchisee shall have obtained Company's prior written consent, which consent may be withheld for any reason whatsoever in Company's judgment, and shall comply with Company's right of first refusal pursuant to Section 7.3.4. Except as provided in Section 7.2.2, Franchisee acknowledges and agrees that it will not be permitted to make an Assignment of this Agreement or sell, gift, convey, assign or transfer the assets used in any of the juice bars developed hereunder or any Franchise Agreement executed pursuant to this Agreement except in conjunction with a concurrent Assignment to the same approved assignee of all of the assets used in all of said juice bars, and all of the Franchise Agreements executed pursuant to this Agreement or at Company's election the execution by the assignee of new Franchise Agreements on Company's Then-current form for each of the juice bars then developed or under development by Franchisee, and otherwise in accordance with the terms and conditions of Franchisee's Franchise Agreement(s). If Franchisee is an Entity, Franchisee shall promptly provide Company with written notice (stating such information as Company may from time to time require) of each and every transfer, assignment, encumbrance, gift and other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise by any Owner of any direct or indirect Equity or voting rights in Franchisee, notwithstanding that the same may not constitute an "Assignment" as defined by this Agreement.

7.3.2 Franchisee shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this Agreement in any manner whatsoever without the prior express written consent of Company. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Franchisee shall provide not less than 10 days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement.

7.3.3 Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Company, which consent shall not be unreasonably withheld. All materials required for any such private offering by federal or state law shall be submitted to Company for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Company for such review prior to their use. No such offering by Franchisee shall imply that Company is participating in an underwriting, issuance or offering of securities of Franchisee or Company, and Company's review of any offering materials shall be limited solely to the subject of the relationship between Franchise and Company and its Affiliates. Company may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Company concerning the limitations described in the preceding sentence. Franchisee, its Owners and the other participants in the offering must fully defend and indemnify Company, and its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any additional documentation required by Company to further evidence this indemnity. For each proposed offering, Franchisee shall pay to Company a non-refundable fee of $5,000, which shall be in addition to any transfer fee under any Franchise Agreement or such greater amount as is necessary to reimburse Company for its reasonable costs and expenses associated with reviewing the proposed offering, including without limitation, legal and accounting fees. Franchisee shall give Company written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section.

7.3.4 Franchisee's written request for consent to any Assignment must be accompanied by an offer to Company of a right of first refusal to purchase the interest which is proposed to be transferred, on the same terms and conditions offered by the third party; provided that Company may substitute cash for any non-cash consideration proposed to be given by such third party (in an amount determined by Company reasonably and in good faith as the approximate equivalent value of said non-cash consideration); and provided further that Franchisee shall make representations and warranties to Company customary for transactions of the type proposed (the "**Company ROFR**"). If Company elects to exercise the Company ROFR, Company or its nominee, as applicable, shall send written notice of such election to Franchisee within 60 days of receipt of Franchisee's request. If Company accepts such offer, the closing of the transaction shall occur within 60 days following the date of Company's acceptance. Any material change in the terms of an offer prior to closing or the failure to close the transaction within 60 days following the written notice provided by Franchisee (the "**ROFR Period**") shall cause it to be deemed a new offer, subject to the same right of first refusal by Company, or its third-party designee, as in the case of the initial offer. Company's failure to exercise such right of first refusal shall not constitute consent to the transfer or a waiver of any other provision of this Agreement, including any of the requirements of this Article with respect to the proposed transfer.

ARTICLE 8
NON-COMPETITION

8.1 In Term

During the Term, no Restricted Person shall in any capacity, either directly or indirectly, through one or more Affiliates or otherwise, engage in any Competitive Activities at any location, whether within or outside the Development Area, unless Company shall consent thereto in writing. Franchisee shall at Company's request obtain individual written agreements from each Restricted Person to the provisions of this section in the form prescribed by Company from time to time.

8.2 Post-Term

To the extent permitted by Applicable Law, upon (i) the expiration or termination of this Agreement, (ii) the occurrence of any Assignment, or (iii) the cession of any Restricted Person's relationship with Franchisee, each person who was a Restricted Person before such event shall not for a period of two (2) years thereafter, without the Company's prior written agreement, either directly or indirectly, own, operate, advise, be employed by, or have any financial interest in any business engaged in Competitive Activities that is located (i) at the location(s) of the juice bar owned by Confidant or at which Confidant was employed, (ii) within the Development Area assigned to the franchisee; (iii) within twenty-five (25) miles of the Development Area assigned to the franchisee, (iv) within any protected area assigned to any franchise operated in connection with the Multi-Unit Development Agreement, (v) within twenty-five (25) miles of the outer boundaries of any protected area assigned to any franchise operated in connection with the Multi-Unit Development Agreement, (vi) within the protected area assigned to any other Movita Juice Bar location owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates (x) as of the date of this Agreement; (y) as of the date of (a) termination (regardless of the cause of termination) or expiration of Confidant's employment or ownership of Confidant in a franchise or (b) a Transfer, as defined in the Multi-Unit Development Agreement, if applicable; or (z) as of the date of entry of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 5, and (vii) within twenty-five (25) miles of the outer boundaries of the protected area assigned to any other Movita Juice Bar location owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates (x) as of the date of this Agreement; (y) as of the date of (a) termination (regardless of the cause of termination) or expiration of Confidant's employment or ownership of Confidant in a franchise or (b) a Transfer, as defined in the Multi-Unit Development Agreement, if applicable; or (z) as of the date of entry of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 8.2. In applying for such consent, Franchisee will have the burden of establishing that any such activity by
it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Company or other franchisees of the Company. Further, the parties agree and acknowledge that all Restricted Persons, when the same have achieved that status, shall execute a Nondisclosure and Noncompetition Agreement in the form attached hereto as Attachment D and Franchisee shall promptly send a copy of the same to Company.

8.3 Modification

8.3.1 The parties have attempted in Sections 8.1 and 8.2 above to limit the Franchisee's right to compete only to the extent necessary to protect the Company from unfair competition. The parties hereby expressly agree that if the scope or enforceability of Section 8.1 or 8.2 is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under Applicable Law. In addition, Company reserves the right to reduce the scope of either, or both, of said provisions without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee.

8.3.2 In view of the importance of the "Movita Juice Bar" and the incalculable and irreparable harm that would result to the parties in the event of a Default under this Article 8, the parties agree that each party may seek specific performance and/or injunctive relief to enforce the covenants and agreements in this Agreement, in addition to any other relief to which such party may be entitled at law or in equity.

ARTICLE 9
TERMINATION

9.1 Termination Pursuant to a Default of this Agreement

9.1.1 (a) This Agreement may be terminated by us only for good cause, which means your failure to substantially comply with the lawful requirements imposed upon you by this Agreement after being given notice at least 60 days in advance of the termination and a reasonable opportunity, which in no event will be less than 60 days from the date of the notice of noncompliance, to cure the failure.

(b) If we are in material breach of this Agreement, you may terminate this Agreement by giving us prior written notice setting forth the asserted breach of this Agreement and giving us 60 days in which to cure the default. A material breach of this Agreement by us means any unauthorized action or omission seriously impairing or adversely affecting you or the relationship between you and us created by this Agreement. However, if MJB becomes insolvent or declares bankruptcy, you will continue to have the right to operate under this Agreement until and unless a court orders otherwise. If because of the nature of the breach, it would be unreasonable for us to be able to cure the default within 60 days, we will be given additional time (up to 30 additional days) as is reasonably necessary to cure said breach, upon condition that we must, upon receipt of such notice from you, immediately commence to cure such breach and continue to use best efforts to do so..

(c) Notwithstanding anything contained herein to the contrary, in those circumstances under which Franchisor has the right to terminate this Agreement, Franchisor also have the option, to be exercised in Franchisor's sole discretion, to choose alternative remedies to Franchisor's right to terminate the entire Agreement.

(d) Notwithstanding anything contained herein to the contrary, in those circumstances under which Franchisor has the right to terminate this Agreement, Franchisor has the right to exercise any and all remedies available to Franchisor at law or in equity, including without limitation specific performance and damages (including without limitation punitive damages). All rights and remedies provided herein are in addition to and not in substitution of all other rights and remedies available to a party at law or in equity.

9.1.2 The term "default", as used herein, includes the following:

(a) Any Assignment or attempted Assignment in violation of the terms of Section 7.2 or 7.3 of this Agreement, or without the written consents required pursuant to this Agreement; provided, however, (i) upon prompt written request to Company following the death or legal incapacity of a Franchisee who is an individual, Company shall allow a period of up to 60 days after such death or legal incapacity for his or her heirs, personal representatives, or conservators (the "**Heirs**") to seek and obtain Company's consent to the Assignment his or her rights and interests in this Agreement to the Heirs or to another person acceptable to Company; or (ii) upon prompt written request to Company following the death or legal incapacity of an Owner of a Franchisee which is an Entity, directly or indirectly, owning more than 20% or more of the Equity or voting power of Franchisee, Company shall allow a period of up to 60 days after such death or legal incapacity for his or her Heir(s) to seek and obtain Company's consent to the Assignment of such Equity and voting power to the Heir(s) or to another person or persons acceptable to Company. If, within said 60-day period, said Heir(s) fail to receive Company's consent as aforesaid or to effect such consented to Assignment, then this Agreement shall immediately terminate at Company's election.

(b) Subject to Section 2.2 of this Agreement, failure of Franchisee to satisfy the Development Obligation within the Development Periods set forth herein.

(c) Failure of Franchisee (or any Affiliate of Franchisee) to pay any Initial Franchise Fee, Weekly Royalty or Advertising Fund Contribution, or any other payment obligation in a timely manner as required by this Agreement or any Franchise Agreement signed by Franchisee.

(d) Franchisee's opening of any juice bar in the Development Area except in strict accordance with the procedures set forth in Sections 6.1 through 6.3 of this Agreement.

(e) Failure of Franchisee to fully comply with the requirements of Section 8.1 of this Agreement.

(f) Any Default of any other agreement between Franchisee (or any Affiliate of Franchisee) and Company (or any Affiliate of Company), including any Franchise Agreement executed pursuant hereto.

9.1.3

(a) We have the right to terminate this Agreement immediately upon notice to you without an opportunity to cure:

(i) You admit your inability to lay your debts as they come due, or you or the business to which the Franchise relates (A) has been the subject of an order for relief in bankruptcy, (B) is judicially determined to be insolvent or (C) has all or a substantial part of your assets assigned to or for the benefit of any creditor;

(ii) You Abandon the Franchise by failing to operate the Outlet for five consecutive business days during which you are required to operate the business under the terms of this Agreement, or any shorter period after which it is not unreasonable under the facts and circumstances for us to conclude that you do not intend to continue to operate the Franchise, unless such failure to operate is due to fire, flood, earthquake or other similar causes beyond your control;

(iii) We and you agree in writing to terminate the Franchise;

(iv) You make any material misrepresentations relating to the acquisition of the Franchise or you engage in conduct that reflects materially and unfavorably upon the operation and reputation of the Franchised Business or the System;

(v) You fail, for a period of 10 days after notification of noncompliance, to comply with any federal, state or local law or regulation, including, but not limited to, all health, safety, building, and labor laws or regulations applicable to the operation of the Franchise;

(vi) After curing any failure in accordance with section 9.1.4 below, you engage in the same noncompliance whether or not corrected after notice;

(vii) You repeatedly fail to comply with one or more material requirements of this Agreement, whether or not corrected after notice;

(viii) The Franchised Business or the business premises of the Franchise 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, lien holder or lessor, provided that a final judgment against you remains unsatisfied for 30 days (unless an 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 the Franchised Business, and it is not discharged within five days of such levy;

(ix) You are convicted of a felony or any other criminal misconduct which is relevant to the operation of the Franchise; or

(x) We make a reasonable determination that your continued operation of the Franchise will result in an imminent danger to public health or safety.

(b) If your rights under this Agreement are terminated by us because of an event described in section above, we may immediately commence an action for Arbitration, as applicable, to collect damages or otherwise enforce our rights.

9.1.4

Termination After Notice

a) Except as provided in section 9.1.3 hereof, we may terminate this Agreement only for good cause (as defined in section 9.1.1(a) above) after giving you prior written notice setting forth the asserted breach of this Agreement and giving you 60 days in which to cure the default. Upon receipt of a notice of default, you must immediately commence diligently to cure said breach, and if you cure said breach within 60 days, our right to terminate this Agreement will cease. If because of the nature of the breach, it would be unreasonable for you to be able to cure the default within 60 days, you will be given additional time (up to 15 additional days) as is reasonably necessary in our determination to cure said breach, upon condition that you must, upon receipt of such notice from us, immediately commence to cure such breach and continue to use your best efforts to do so.

(b) If your rights under this Agreement are terminated by us for material breach, we may, at our option, (i) declare you in default of all franchise agreements or other agreements you have with us, and (ii) terminate your rights under those franchise agreements or other agreements as well.

(c) If your rights under this Agreement are terminated by us for your failure to make any payment due under this Agreement, we may immediately commence an action for Arbitration under to collect damages or otherwise enforce our rights.

(d) The description of any default in any notice served by us hereunder upon you in no way precludes us from specifying additional or supplemental defaults in any action, arbitration, mediation, hearing or suit relating to this Agreement or the termination thereof.

ARTICLE 10
GENERAL CONDITIONS AND PROVISIONS

10.1 Relationship of Franchisee to Company

It is expressly agreed that the parties intend by this Agreement to establish between Company and Franchisee the relationship of franchisor and area developer franchisee. It is further agreed that Franchisee has no authority to create or assume in Company's name or on behalf of Company, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Company for any purpose whatsoever. Neither Company nor Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Franchisee agrees that it will not hold itself out as the agent, employee, partner or coventurer of Company. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Company or subject to Company control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

10.2 Indemnity by Franchisee

Franchisee hereby agrees to protect, defend and indemnify Company, and all of its past, present and future Owners, Affiliates, officers, directors, employees, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property arising out of or in connection with Franchisee's construction, development or operation of juice bars pursuant hereto, except to the extent caused by intentional acts of the Company in breach of this Agreement. The terms of this Section 10.2 shall survive the termination, expiration or cancellation of this Agreement.

10.3 No Consequential Damages For Legal Incapacity

Company shall not be liable to Franchisee for any consequential damages, including lost profits, interest expense, increased construction or occupancy costs, or other costs and expenses incurred by Franchisee by reason of any delay in the delivery of Company's Franchise Disclosure Document caused by legal incapacity during the Term, or other conduct not due to the gross negligence or intentional misfeasance of Company.

10.4 Waiver and Delay

No waiver by Company of any Default or Defaults, or series of Defaults in performance by Franchisee, and no failure, refusal or neglect of Company to exercise any right, power or option given to it hereunder or under any Franchise Agreement or other agreement between Company and Franchisee, whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the juice bars), or to insist upon strict compliance with or performance of Franchisee's (or its Affiliates) obligations under this Agreement or any Franchise Agreement or other agreement between Company and Franchisee (or its Affiliates), whether entered into before, after or contemporaneously with the execution hereof (and whether or not related to the juice bars), shall constitute a waiver of the provisions of this Agreement with respect to any continuing or subsequent Default or a waiver by Company of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

10.5 Survival of Covenants

The covenants contained in this Agreement which, by their nature or terms, require performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

10.6 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and shall be binding upon and inure to the benefit of Franchisee and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained herein.

10.7 Joint and Several Liability

If Franchisee consists of more than one person or Entity, or a combination thereof, the obligations and liabilities of each of such person or Entity to Company are joint and several, and such person(s) or Entities shall be deemed to be general partnership.

10.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California, other than the post -term non-competition clauses which will be governed by ther State franchisee's business is located..

10.9 Entire Agreement

This Agreement and the Exhibits incorporated herein contain all of the terms and conditions agreed upon by the parties hereto concerning the subject matter hereof. No other agreements concerning the subject matter hereof, written or oral, shall be deemed to exist or to bind any of the parties hereto and all prior agreements, understandings and representations, are merged herein and superseded hereby. Franchisee represents that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Agreement that are not contained herein. No officer or employee or agent of Company has any authority to make any representation or promise not included in this Agreement or any Franchise Disclosure Document for prospective franchisees required by Applicable Law, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.

10.10 Titles for Convenience

Article and paragraph titles used this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

10.11 Gender and Construction

The terms of all Exhibits hereto are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full herein. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or Section hereof may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided herein to the contrary, any consent, approval, acceptance or authorization of Company which Franchisee may be required to obtain hereunder may be given or withheld by Company in its sole discretion, and on any occasion where Company is required or permitted hereunder to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Company's Standards or satisfaction, Company may do so in its sole subjective judgment and discretion. No provision herein expressly identifying any particular breach of this Agreement as material shall be construed to imply that any other breach which is not so identified is not material. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against the drafter hereof, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto. Company and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

10.12 Severability, Modification

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

10.13 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

10.14 Attorney Fees

If legal action, including any action on appeal, or arbitration if necessary to enforce the terms and conditions of this Agreement, the substantially winning party shall recover from the substantially losing party its attorneys' fees and costs.

10.15 Waiver of Jury Trial; Venue

10.15.1 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES: (1) HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT; AND (2) THEY AGREE THAT SHALL BE THE STATE OR FEDERAL COURTS LOCATED IN LOS ANGELES, CALIFORNIA SHALL BE THE VENUE FOR ANY LITIGATION ARISING UNDER THIS AGREEMENT, AND LOS ANGELES SHALL BE THE LOCATION OF ANY ARBITRATION PROCEEDING ARISING UNDER THIS AGREEMENT. FRANCHISEE ACKNOWLEDGES THAT HE/SHE/THEY HAVE REVIEWED THIS SECTION AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE AS TO ITS MEANING AND EFFECT.

__________________ __________________

FRANCHISEE
INITIALS

10.16 Notices

Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by facsimile or other electronic system; one business day after delivery by Express Mail or other recognized, reputable overnight courier; or 3 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Company: Movita Juice Bar Franchise Corp.
5701 S. Eastern Ave., Suite 320
Commerce, CA 90040

If to Franchisee: See Section 1.1

or to such other address as such party may designate by 10 days' advance written notice to the other party.

10.17 Negotiation and Mediation

10.17.1 Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. They agree that, if any dispute arises between them, before beginning any legal action to interpret or enforce this Agreement, they will first follow the procedures described in this section. Good-faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.

10.17.2 Initiation of Procedures

The parties agree to submit disputes initially to a meeting in person of our executive officers and your Principal Equity Owners at our principal executive office (without our respective legal counsel) within five (5) business days after a party requests the meeting to conduct a good faith discussion and negotiation of the issues with a view to arriving at a settlement. The party that initiates these procedures ("Initiating Party") must give written notice to the other party, describing in general terms the nature of the dispute, and specifying the Initiating Party's claim for relief.

10.17.3 Mediation

If the meeting does not resolve the Dispute (or the meeting does not occur), within 10 business days after the meeting takes place (or should have taken place), the parties may submit the dispute to a mutually acceptable mediator who is a State Bar of California Board of Legal Specialization Certified Specialist in Franchise and Distribution Law. Mediation will be conducted by and under the rules of JAMS in Los Angeles County, California. The mediator must have been a member of the American Bar Association Forum on Franchising for at least five (5) years. If JAMS does not have a mediator who meets this requirement on its local panel of mediators, it is instructed to look first to its panel of arbitrators, then outside the panel and, if necessary, outside the geographic area to find a mediator who meets this requirement.

10.18 Arbitration

Any dispute arising out of or in connection with this Agreement, if not resolved by the negotiation and mediation procedures described above, will be determined by JAMS, except as expressly varied by this Agreement, in Los Angeles County, California. It will be resolved by JAMS in accordance with its Streamlined Arbitration Rules and Procedures (if the amount in controversy is less than $250,000 or more) or its Comprehensive Arbitration Rules and Procedures (if the amount in controversy is $250,000 or more). Or if the parties mutually agree, the dispute may be submitted to arbitration conducted by another arbitration organization providing arbitrators with experience in franchise law. This arbitration clause will not deprive either party of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction. The arbitrator must have been a member of the American Bar Association Forum on Franchising for at least five (5) years. If JAMS cannot provide an arbitrator who meets this requirement from its local panel, it is instructed to look beyond the panel or outside the area. There will be no discovery beyond the minimum required for an arbitration proceeding by applicable state law, unless the parties expressly agree otherwise in a writing signed by the parties and not by their counsel. The arbitrator will have no power to make any award that modifies or suspends any lawful provision of this Agreement and must provide a reasoned award. Judgment on any award may be entered by any court of competent jurisdiction.

10.19 Limitation of Actions

Except as to non-waivable statutory claims, neither party may maintain an arbitration proceeding against the other party unless (a) the party follows in substantial part the negotiation and mediation procedures described above and (b) files an arbitration within one (1) year after the party knows or should have known the facts constituting the cause of action.

10.20 Individual Dispute Resolution

Any dispute resolution between or among the parties to this agreement and any of their Affiliates will be conducted on an individual basis and not on a consolidated or class-wide basis, and any arbitration proceeding between Franchisee and Company will not be joined or consolidated with any other arbitration proceeding involving Company and any other person or entity.

10.21 Awards

The arbitrator will have the right to award or include in his award any relief which he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief but not attorneys' fees (as provided in Section 10.14 of this Agreement), provided that the arbitrator will not have the authority to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties and judgment upon the award may be entered in any court of competent jurisdiction. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any limitation on the period of time by which claims must be brought. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceedings as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be barred.

10.22 Survival

The terms of Section 10 shall survive termination, expiration or cancellation of this Agreement.

ARTICLE 11
SUBMISSION OF AGREEMENT

11.1 General

The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Franchisee.

ARTICLE 12
ADDITIONAL COVENANTS

12.1 Entity Franchisee Information
If Franchisee is an Entity, Franchisee represents and warrants that the information set forth in Attachment C which is annexed hereto and by this reference made a part hereof, is accurate and complete in all material respects. Franchisee shall notify Company in writing within 10 days of any change in the information set forth in Exhibit C, and shall submit to Company a revised Attachment C, which shall be certified by Franchisee as true, correct and complete and upon acceptance thereof by Company shall be annexed to this Agreement as Exhibit C. Franchisee promptly shall provide such additional information as Company may from time to time request concerning all persons who may have any direct or indirect financial interest in Franchisee, including providing copies of all amendments to Franchisee's "**Entity Documents**" as defined in Attachment
C. Franchisee shall conduct no business other than the business contemplated hereunder and under any currently effective Franchise Agreement between Company and Franchisee. The Entity Documents of Franchisee shall recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in the Agreement and any Franchise Agreement executed pursuant thereto.

12.2 Operating Principal; Director of Operations
12.2.1 The Operating Principal shall be principally responsible for communicating and coordinating with Company regarding business, operational and other ongoing matters concerning this Agreement and the **Juice Bars** developed pursuant hereto. The Operating Principal shall have the full authority to act on behalf of Franchisee in regard to performing, administering or amending this Agreement and all Franchise Agreements executed pursuant hereto. Company may, but is not required to, deal exclusively with the Operating Principal in such regards unless and until Company's actual receipt of written notice from Franchisee of the appointment of a successor Operating Principal, who shall have been accepted by Company.

12.2.2 Commencing on the date which Franchisee, directly or indirectly through one or more Affiliate(s), opens its 3rd Juice Bar within the Development Area, and at all times throughout the Term and the term of each Franchise Agreement executed pursuant hereto after such date, Franchisee shall employ and retain, or shall cause the Entity to which each Franchise Agreement is assigned in accordance with Section 7.2 hereof to employ and retain, an individual (the "**Director of Operations**") who shall be vested with the authority and responsibility for the day-to-day operations of all juice bars owned or operated, directly or indirectly, by Franchisee within the Development Area. The Director of Operations shall, during the entire period he/she serves as such, meet the following qualifications: (a) shall devote full time and best efforts solely to operation of the all juice bars owned or operated, directly or indirectly, by Franchisee in the Development Area and to no other business activities; (b) meet Company's educational, experience, financial and such other reasonable criteria for such individual, as set forth in the Manuals as defined herein or otherwise in writing by Company; and (c) be an individual acceptable to Company. The Director of Operations may (but need not) be an Owner, and with the prior written consent of Company, may be the same individual as the Operating Principal. The Director of Operations shall be responsible for all actions necessary to ensure that all juice bars owned or operated, directly or indirectly, by Franchisee in the Development Area are operated in compliance with this Agreement, all Franchise Agreements therefor and the Manuals. If, during the Term hereof or any Franchise Agreement executed pursuant hereto, the Director of Operations is not able to continue to serve in such capacity or no longer qualifies to act as such in accordance with this Section (including Company's subsequent disapproval of such person), Franchisee shall promptly notify Company and designate a replacement within 30 days after the Director of Operations ceases to serve, such replacement being subject to Company's approval.

12.2.3 Franchisee shall notify Company in writing at least 10 days prior to employing the Director of Operations setting forth in reasonable detail all information reasonably requested by Company. Company's acceptance of the Operating Principal and Director of Operations shall not constitute Company's endorsement of such individual or a guarantee by Company that such individual will perform adequately for Franchisee or its Affiliates, nor shall Company be estopped from subsequently disapproving or otherwise challenging such person's qualifications or performance.

12.3 Business Practices. Franchisee represents, warrants and covenants to Company that:
12.3.1 As of the date of this Agreement, Franchisee and each of its Owners (if Franchisee is an Entity) shall be and, during the Term shall remain, in full compliance with all applicable laws in each jurisdiction in which Franchisee or any of its Owners (if Franchisee is an Entity), as applicable, conducts business that prohibits unfair, fraudulent or corrupt business practices in the performance of its obligations under this Agreement and related activities, including the following prohibitions:

(a) No government official, official of an international organization, political party or official thereof, or candidate is an owner or has any investment interest in the revenues or profit of Franchisee;

(b) None of the property or interests of Franchisee or any of its Owners is subject to being "blocked" under any Anti-Terrorism Laws. Neither Franchisee, nor any of its respective funding sources (including any legal or beneficial owner of any equity in Franchisee) or any of its Affiliates is or has ever been a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Laws or identified by name or address on any Terrorist List. Each of Franchisee and its Owners are in compliance with Applicable Law, including all such Anti-Terrorism Laws;

(c) Neither Franchisee nor any of its Owners conducts any activity, or has failed to conduct any activity, if such action or inaction constitutes a money laundering crime, including any money laundering crime prohibited under the International Money Laundering Abatement and Anti-Terrorist Financing Act, as amended, and any amendments or successors thereto;

(d) Franchisee is neither directly nor indirectly owned or controlled by the government of any country that is subject to a United States embargo. Nor does Franchisee or its Owners act directly or indirectly on behalf of the government of any country that is subject to a United States embargo.

12.3.2 Franchisee has taken all necessary and proper action required by Applicable Law and has the right to execute this Agreement and perform under all of its terms. Franchisee shall implement and comply with anti-money laundering policies and procedures that incorporate "know-your-customer" verification programs and such other provisions as may be required by applicable law.

12.3.3 Franchisee shall implement procedures to confirm, and shall confirm, that (a) none of Franchisee, any person or entity that is at any time a legal or beneficial owner of any interest in Franchisee or that provides funding to Franchisee is identified by name or address on any Terrorist List or is an Affiliate of any person so identified; and (b) none of the property or interests of Franchisee is subject to being "blocked" under any Anti-Terrorism Laws.

12.3.4 Franchisee shall promptly notify Company upon becoming aware of any violation of this Section or of information to the effect that any person or entity whose status is subject to confirmation pursuant to Section 12.3.1(c) above is identified on any Terrorist List, any list maintained by OFAC or to being "blocked" under any Anti-Terrorism Laws, in which event Franchisee shall cooperate with Company in an appropriate resolution of such matter.

12.3.5 In accordance with Applicable Law, none of Franchisee nor any of its Affiliates, principals, partners, officers, directors, managers, employees, agents or any other persons working on their behalf, shall offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any officer or employee of, or any person or entity acting in an official capacity on behalf of, the Governmental Authority, or any political party or official thereof or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, for the purpose of (a) influencing any action or decision of such official in his or its official capacity; (b) inducing such official to do or omit to do any act in violation of his or its lawful duty; or (c) inducing such official to use his or its influence with any Governmental Authority to affect or influence any act or decision of such Governmental Authority in order to obtain certain business for or with, or direct business to, any person.

12.3.6 The provisions of this Section shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Company for any infringement of, violation of, or interference with, this Agreement, or Company's marks, System, trade secrets, or any other proprietary aspects of Company's business.

12.3.7 Franchisee shall, in all dealings relating to the juice bar, with the public, suppliers, its landlord, and the Company and each of their respective employees, agents and representatives, conduct itself and cause its employees, agents and representatives, to conduct themselves in an honest, professional appropriate and lawful manner, and without limiting the generality of the foregoing, shall refrain and cause its employees, agents and representatives to refrain from making any statement or taking any action that would or might reasonably be interpreted as intimidation, harassment, violent, harmful or disparaging to others or to its or their Owners, directors, officers, employees, agents or representatives, as applicable.

ARTICLE 13
ACKNOWLEDGMENT

13.1 General

13.1.1 Franchisee acknowledges that it has carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

ACCEPTED on this ___________day of 20____.

Movita Juice Bar Franchise Corp., a California corporation

By: ______________________________________

Name: ______________________________________

Title: ______________________________________

"Franchisee"

____

a ______________________________________

By: ______________________________________

Name: ______________________________________

Title: _______________________________________

By: _______________________________________

Name: _______________________________________

Title: _______________________________________

Attachment A to Multi Unit Development Agreement

DEVELOPMENT AREA

The Development Area* is defined as the territory within the boundaries described below**:

____

____

____

____

____

____

____

* If the Development Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Development Area shall extend to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary.

** **Excluded Areas**. The Development Area automatically excludes the location of any juice bars which are subject to existing franchise agreements as of the Effective Date, and any juice bars which are subject to future franchise agreements entered into after the Effective Date (subject to the ROFR described in Section 1.3.2), and the "protected area" surrounding those locations as granted in those franchise agreements, including without limitation the locations and protected areas described below (it being understood and agreed that locations and protected areas surrounding them which are subject to existing franchise agreements as of the Effective Date are excluded even if not identified below):

____

____

____

____

____

____

____

Attachment B to Multi Unit Development Agreement

DEVELOPMENT SCHEDULE

DEVELOPMENT PERIOD ENDING	CUMULATIVE NO. OF JUICE BARS TO BE IN OPERATION
1 ________________________________	____________________
2 ________________________________	____________________
3 ________________________________	____________________

Attachment C to Multi Unit Development Agreement
Entity Information

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(i) Franchisee is a (check as applicable):
[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): ________________________

(ii) Franchisee shall provide to Company concurrently with the execution hereof true and accurate copies of its charter documents including Articles of Incorporation, Bylaws, Operating Agreement, Regulations Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing ("**Entity Documents**").

(iii) Franchisee promptly shall provide such additional information as Company may from time-to-time request concerning all persons who may have any direct or indirect financial interest in Franchisee.

(iv) The name and address of each of Franchisee's owners, members, or general and limited partner:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(v) There is set forth below the names, and addresses and titles of Franchisee's principal officers or partners who will be devoting their full time to the Business:

NAME	ADDRESS

(vi) The address where Franchisee's Financial Records, and Entity Documents are maintained is:

____

____

(vii) The "Operating Principal" is: ________________________________

Attachment D to Multi Unit Development Agreement

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

In return for (a) entering into a Multi-Unit Development Agreement with Movita Juice Bar Franchise Corp. ("MJB"), for the right to develop juice bars within a Development Area or (b) his or her employment by MJB or by one of its area developers (hereinafter referred to as a "franchisee"), the undersigned Confidant agrees as follows:

1. <u>Nondisclosure of Trade Secrets and Confidential Information</u>
Confidant agrees, during the term of the Multi-Unit Development Agreement or Confidant's employment with MJB or by franchisee and following termination, expiration, or assignment of the Multi-Unit Development Agreement or termination or expiration of Confidant's employment with franchisee, not to disclose, duplicate, sell, reveal, divulge, publish, furnish, or communicate, either directly or indirectly, any Trade Secret or other Confidential Information of MJB to any other person or company unless authorized in writing by MJB. Confidant agrees not to use any Trade Secret or Confidential Information for his or her personal gain or for purposes of personal gain by others, whether or not the Trade Secret or Confidential Information was conceived, originated, discovered, or developed, in whole or in part, by Confidant or represents Confidant's work product. If Confidant has assisted in the preparation of any information that we consider to be a Trade Secret or Confidential Information or has himself or herself prepared or created the information, Confidant assigns any rights that he or she may have in the information as its creator to MJB, including all ideas made or conceived by Confidant.

2. <u>Definition of Trade Secrets and Confidential Information</u>
For purposes of this Agreement, the terms "Trade Secret" and "Confidential Information" mean any knowledge, technique, processes, or information made known or available to Confidant that we treat as confidential, whether existing now or created in the future, including but not limited to information about the cost of materials and supplies, supplier lists or sources of supplies, internal business forms, orders, customer accounts, manuals and instructional materials describing our methods of operation, including our Operations Manual, products, drawings, designs, plans, proposals, and marketing plans, all concepts or ideas in, or reasonably related to our business that have not previously been publicly released by MJB, and any other information or property of any kind of MJB that may be protected by law as a Trade Secret, confidential, or proprietary. The Trade Secrets and Confidential Information described in this Agreement are the sole property of MJB.

3. <u>Return of Proprietary Materials</u>
Upon termination of franchise ownership or employment by MJB or a franchisee, Confidant must surrender to MJB all materials considered proprietary by MJB, technical or nontechnical, whether or not copyrighted, that relate to a Trade Secret, Confidential Information, or conduct of the operations of MJB. Confidant expressly acknowledges that any such materials of any kind given to him or her are and will remain the sole property of MJB.

4. <u>Solicitation of Employees</u>

Confidant further agrees that he or she will not furnish to or for the benefit of any competitor of

MJB, or the competitor's employees, agents, licensees, or franchisees, or the competitor's subsidiaries, the name of any person who is employed by MJB or its Related Parties or by any other franchisee of MJB or its Related Parties.

5. Noncompetition

Confidant agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of the Confidential Information in certain circumstances may cause irrevocable damage to MJB, Confidant will not, until the expiration of two (2) year after the termination (regardless of the cause of termination) or expiration of the employment relationship between Confidant and MJB or the franchisee that employs Confidant, or termination of the ownership interest of Confidant in an area developer or franchise, engage, directly or indirectly, or through any corporations or Related Parties, in any business that is competitive with any juice bar and that is located (i) at the location(s) of the juice bar owned by Confidant or at which Confidant was employed, (ii) within the Development Area assigned to the franchisee; (iii) within five (5) miles of the Development Area assigned to the franchisee, (iv) within any protected area assigned to any franchise operated in connection with the Multi-Unit Development Agreement, (v) within five (5) miles of the outer boundaries of any protected area assigned to any franchise operated in connection with the Multi-Unit Development Agreement, (vi) within the protected area assigned to any other Movita Juice Bar location owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates (x) as of the date of this Agreement; (y) as of the date of (a) termination (regardless of the cause of termination) or expiration of Confidant's employment or ownership of Confidant in a franchise or (b) a Transfer, as defined in the multi-unit development agreement, if applicable; or (z) as of the date of entry of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 5, and (vii) within five (5) miles of the outer boundaries of the protected area assigned to any other Movita Juice Bar location owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates (x) as of the date of this Agreement; (y) as of the date of (a) termination (regardless of the cause of termination) or expiration of Confidant's employment or ownership of Confidant in a franchise or (b) a Transfer, as defined in the Multi-Unit Development Agreement, if applicable; or (z) as of the date of entry of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 5.

6. Saving Provision

Confidant agrees and stipulates that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all the facts and circumstances of the relationship between Confidant and MJB. Nevertheless, Confidant and MJB are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of the provisions of the preceding paragraph, Confidant and MJB agree that if a court or arbitrator should decline to enforce the provisions of the preceding paragraph, that paragraph must be considered modified to restrict Confidant's competition with MJB to the maximum extent, in both time and geography, which the court or arbitrator finds enforceable.

7. Irreparable Harm to MJB

Confidant understands and agrees that MJB will suffer irreparable injury that cannot be precisely measured in monetary damages if Confidential Information or proprietary information is obtained by any person, firm, or corporation and is used in competition MJB. Accordingly, Confidant agrees that it is reasonable and for the protection of the business and goodwill of MJB for Confidant to enter into this Agreement. If there is a breach of this Agreement by Confidant, Confidant consents to entry of a temporary restraining order or other injunctive relief and to any other relief that may be granted by a court having proper jurisdiction.

8. <u>Binding Effect</u>
This Agreement will be binding on Confidant's heirs, executors, successors, and assignees as though originally signed by those people.

9. <u>Applicable Law</u>
The validity of this Agreement will be governed by the laws of the State where Confidant lives. If any provision of this Agreement is void or unenforceable in that State, the remainder of the Agreement will be fully enforceable according to its terms.

CONFIDANT

Signature: ______________________________________

Print Name: ______________________________________

APPENDIX OF DEFINITIONS

Multi-Unit Development Agreement

"**Additional Development Notice**" shall have the meaning set forth in Section 4.2 of this Agreement.

"**Additional Development Obligation**" shall have the meaning set forth in Section 4.3.2 of this Agreement.

"**Affiliate**" when used herein in connection with Company or Franchisee, includes each person or Entity which directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Company or Franchisee, as applicable. Without limiting the foregoing, the term "Affiliate" when used herein in connection with Franchisee includes any Entity 10% or more of whose Equity or voting control, is held by person(s) or Entities who, jointly or severally, hold 10% or more of the Equity or voting control of Franchisee. For purposes of this definition, control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise. Notwithstanding the foregoing definition, if Company or its Affiliate has any ownership interest in Franchisee, the term "Affiliate" shall not include or refer to the Company or that Affiliate (the "**Company Affiliate**"), and no obligation or restriction upon an "Affiliate" of Franchisee, shall bind Company, or said Company Affiliate or their respective direct/indirect parents or subsidiaries, or their respective officers, directors, or managers.

"**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States of America (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future national, provincial, federal, state and local laws, ordinances, regulations, policies, lists, Orders and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war.

"**Applicable Law**" means and includes applicable common law and all applicable statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority, governing the operation of a juice bar, including all labor, immigration, disability, food and drug laws and regulations, as in effect on the Effective Date hereof, and as may be amended, supplemented or enacted from time to time.

"**Assets**" means all of the following personal property and assets owned by Franchisee and each Subsidiary or in which Franchisee and each Subsidiary otherwise has any rights, and located at, or used in connection with juice bars developed or in development pursuant to this Agreement: (a) all accounts, licenses, permits, and contract rights, including this Agreement, leasehold interests, all telephone and telecopier numbers, telephone and other directory listings, general intangibles, receivables, claims of Franchisee and each Subsidiary, all guaranties and security therefor and all of Franchisee's and each Subsidiary's right, title and interest in the goods purchased and represented by any of the foregoing; (b) all chattel paper including electronic chattel paper and tangible chattel paper; (c) all documents and instruments; (d) all letters of credit and letter-of-credit rights and all supporting obligations; (e) all deposit accounts; (f) all investment property and financial assets; (g) all inventory and products thereof and documents therefor; (h) all furniture, fixtures, equipment, leasehold improvements and machinery, wherever located and all documents and general intangibles covering or relating thereto; (i) all books and records pertaining to the foregoing, including computer programs, data, certificates, records, circulation lists, subscriber lists, advertiser lists, supplier lists, customer lists, customer and supplier contracts, sales orders, and purchasing records; (j) all software including computer programs and supporting information; (k) all commercial tort claims; (l) all other personal property of Franchisee and/or each Subsidiary of any kind; and (m) all proceeds of the foregoing, including proceeds of insurance policies.

"**Assignment**" shall mean and refer to any assignment, transfer, gift or other conveyance, voluntarily or involuntarily, in whole or in part, by operation of Applicable Law or otherwise, of any interest in this Agreement or any of Franchisee's rights or privileges hereunder or all of any substantial portion of the assets of the Licensed Movita Juice Bar, including the lease; provided, further, however, that if Franchisee is an Entity, each of the following shall be deemed to be an Assignment of this Agreement: (i) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, hypothecation or other encumbrance of more than 49% in the aggregate, whether in one or more transactions, of the Equity or voting power of Franchisee, by operation of law or otherwise or any other event(s) or transaction(s) which, directly or indirectly, effectively changes control of Franchisee; (ii) the issuance of any securities by Franchisee which itself or in combination with any other transaction(s) results in the Owners, as constituted on the Effective Date, owning less than 51% of the outstanding Equity or voting power of Franchisee; (iii) if Franchisee is a Partnership, the resignation, removal, withdrawal, death or legal incapacity of a general partner or of any limited partner owning more than 49% of the Partnership Rights of the Partnership, or the admission of any additional general partner, or the transfer by any general partner of any of its Partnership Rights in the Partnership, or any change in the ownership or control of any general partner; (iv) the death or legal incapacity of any Owner owning more than 49% of the Equity or voting power of Franchisee; and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of the Franchisee, however effected.

"**Authorized Movita Juice Bar Products**" means the specific foods products, sauces, marinades and beverages and other food items and ancillary related products, which may include tumblers, cups, hats, t-shirts and other specialty retail items, as specified by Company from time to time in the Manuals, or as otherwise directed by Company in writing, for sale at the juice bars, prepared, served, sold and/or manufactured in strict accordance with Company's recipes, Standards and specifications, including specifications as to ingredients, brand names, preparation and presentation.

"**Juice Bar**" means a business premises that exists primarily as a "MOVITA JUICE BAR" location operating under the Trade Name, Marks and System.

"**Competitive Activities**" means to, own, operate, lend to, advise, be employed by, or have any financial interest in (i) any juice bar or business that specializes in preparation, production or sale, at retail or wholesale, of any food product or any other featured menu item which is now or in the future an Authorized Movita Juice Bar Product, other than a juice bar operated pursuant to a validly subsisting franchise agreement with Company. Notwithstanding the foregoing, "Competitive Activities" shall not include the direct or indirect ownership solely as an investment, of securities of any Entity which are traded on any national securities exchange if applicable owner thereof (i) is not a controlling person of, or a member of a group which controls, such Entity and (ii) does not, directly or indirectly, own 5% or more of any class of securities of such Entity.

"**Default**" or "**default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Development Area**" shall have the meaning set forth in Section 1.1 of this Agreement.

"**Development Period**" means each of the time periods indicated on Exhibit B during which Franchisee shall have the right and obligation to construct, equip, open and thereafter continue to operate juice bars in accordance with the Development Obligation.

"**Development Obligation**" shall mean the Franchisee's right and obligation to construct, equip, open and thereafter continue to operate at sites within the Development Area the cumulative number of juice bars set forth in Exhibit B hereto within each Development Period and, if applicable, within the geographic areas specified therein.

"**Director of Operations**" shall have the meaning set forth in Section 12.2.2 of this Agreement.

"**Dispute**" shall have the meaning set forth in Section 10.15.1 of this Agreement.

"**Entity**" means any limited liability company, Partnership, trust, association, corporation or other entity which is not an individual.

"**Equity**" means capital stock, membership interests, Partnership Rights or other equity ownership interests of an entity.

"**Franchise Agreement**" means the form of agreement prescribed by Company and used to grant to Franchisee the right to own and operate a single juice bar in the Development Area, including all exhibits, riders, guarantees or other related instruments, all as amended from time to time.

"**Franchise Disclosure Document**" shall have the meaning set forth in Section 6.2.3.

"**Force Majeure**" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which Franchisee could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, nonperformance or exercise of rights under any agreement with Franchisee by any lender, landlord, or other person shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. For the avoidance of doubt, Franchisee's financial inability to perform or Franchisee's insolvency shall not be an event of Force Majeure hereunder.

"**Governmental Authority**" means and include all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Initial Franchise Fee**" shall have the meaning set forth in Section 5.2 of this Agreement.

"**Manuals**" means Company's operations and training manuals, and any other written directive related to the System, as the same may be amended and revised from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by Company as in effect and amended from time to time.

"**Marks**" means selected trademarks, service marks, trade dress, logotypes, slogans, and other commercial symbols that we have licensed and license to you under a Franchise Agreement.

“**Non-Traditional Venues**” means a facility operated under the Company’s Marks located within another primary business or in conjunction with other businesses or at institutional settings, including toll roads, hotels and motels, ships, ports, piers, airports, railroads, train stations, other modes of mass transportation, casinos, movie theaters, theme parks, stadiums**,** sports arenas, colleges and university campuses, healthcare facilities, regional malls, outlet malls, guest lodging facilities, day care facilities of any type, governmental facilities, as well as the premises of any third-party retailer (including grocery stores, supermarkets and convenience stores) or any other location or venue to which access to the general public is restricted such as military installations, higher security headquarters or corporations, and any site for which the lessor, owner or operator thereof shall have indicated its intent to prefer or limit the operation of its food service facilities to a master concessionaire or contract food service provider.

“**Operating Principal**” means the person identified in subsection (vii) of Exhibit C, if any, or such other individual hereafter designated by Franchisee, and accepted by Company (and until subsequently disapproved by Company), to serve as the authorized representative of Franchisee, who Franchisee acknowledges and agrees shall act as Franchisee’s representative, who shall hold 10% or more of the Equity of Franchisee, and who shall have the authority to act on behalf of Franchisee during the Term.

“**Owner**” means any direct or indirect shareholder, member, general or limited partner, trustee, or other equity owner of an Entity, except, that if Company or any Affiliate of Company has any ownership interest in Franchisee, the term “Owner” shall not include or refer to the Company or that Affiliate or their respective direct and indirect parents and subsidiaries, and no obligation or restriction upon the “Franchisee”, or its Owners shall bind Company, said Affiliate or their respective direct and indirect parents and subsidiaries or their respective officers, directors, or managers.

“**Partnership**” means any general partnership, limited partnership or limited liability partnership.

“**Partnership Rights**” means voting power, property, profits or losses, or partnership interests of a Partnership.

“**Protected Area**” means the geographic area designated by Company and described in each Franchise Agreement entered into pursuant to this Agreement, within which Company agrees to not open or operate or license or franchise others to open or operate a Movita Juice Bar.

“**Restricted Persons**” means the Franchisee, and each of its Owners owning more than a 10% Equity interest in Franchisee] and Affiliates, Designated Managers (as defined in the Franchise Agreements), the respective officers, directors, managers, and Affiliates of each of them, and the spouse and family members who live in the same household of each of the foregoing who are individuals, as well as any employees of the Franchisee to whom Confidential Information is disclosed.

“**ROFR**” shall have the meaning set forth in Section 7.3.4 of this Agreement.

“**ROFR Period**” shall have the meaning set forth in Section 7.3.4 of this Agreement.

“**Site Review Request**” shall have the meaning set forth in Section 6.1 of this Agreement.

“**Standards**” mean Company’s then-current specifications, standards, policies, procedures and rules prescribed for the development, ownership and operation of juice bars.

"**System**" means the business methods, technical knowledge, and marketing concepts licensed by us to you under this Agreement, including the right to use our processes, recipes, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural design and uniforms, and employee training techniques, all as Company may modify the same from time to time.

"**Term**" shall have the meaning set forth in Section 4.1 of this Agreement.

"**Terrorist Lists**" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Government Authority, including U.S. Treasury Department's Office of Foreign Asset Control ("**OFAC**"), that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"**Then-current**" as used in this Agreement and applied to the Franchise Disclosure Document, a multi-unit development agreement and a Franchise Agreement shall mean the form then currently provided by Company to similarly situated prospective franchisees, or if not then being so provided, then such form selected by the Company in its discretion which previously has been delivered to and executed by a licensee or franchisee of Company.

"**Trade Name**" means the commercial name MOVITA JUICE BAR®.

"**Wages**" means all salaries and hourly wages, and all related direct and indirect payroll expenses of employees, including employment-related taxes, overtime compensation, vacation benefits, pension and profit-sharing plan contributions, medical insurance premiums, medical benefits, and the like, and all direct and indirect fees, costs and expenses payable to independent contractors, agents, representatives and outside consultants.

Exhibit D to Franchise Disclosure Document

Manual Table of Contents

Table of Contents

EXHIBIT E

CURRENT AND FORMER FRANCHISEES
As of December 31, 2023

California Open
1. Corona MJB, LLC – 421 W Broadway Ste 641, Long Beach, CA 90802
2. Corona MJB, LLC – 1775 Ximeno Ave, Unit C, Long Beach, CA 90805
3. Caliver Group, LLC - 801 South Hope Street, Unit D, Los Angeles, CA 90015

2023 California Signed, Not Open Yet
1. Fans, INC – 8077 E Florence Ave, Ste 204, Downey, CA 90240
2. H&L Elite Corp. – 15516 Paramount, Paramount, CA 90723
3. Healthy Choice Plus, LLC – store address 2288 E Carson Street, Long Beach, CA 90807
4. D&G Laundry Investment, LLC – store address 19742 Beach Blvd, Huntington Beach, CA 92648
5. D&G Laundry Investment, LLC - 9024 Lubec Street, Downey, CA 90240
6. Healthy Choice Plus, LLC – 8359 Gallatin Rd, Downey, CA 90240
7. Christian Moreno – 3058 Santa Ana Street, South Gate, CA 90280
8. SJ & Sons MJB Group, LLC – 6608 Pacific Blvd, Ste A, Huntington Park, CA 90255
9. SJ & Sons MJB Group, LLC – 6608 Pacific Blvd, Ste A, Huntington Park, CA 90255
10. SJ & Sons MJB Group, LLC – 6608 Pacific Blvd, Ste A, Huntington Park, CA 90255
11. SJ & Sons MJB Group, LLC – 6608 Pacific Blvd, Ste A, Huntington Park, CA 90255
12. Juan Vasquez – 12362 Cottonwood Place, Santa Fe Springs, CA 90670
13. SunzInc, LLC – 312 ½ Cornwell Street, Los Angeles, CA, 90033
14. SunzInc, LLC – 312 ½ Cornwell Street, Los Angeles, CA, 90033

2024 California signed as of 5-7-24, no location
AVIGAM- Edgar Gamiz (562)544-0250 badbenz@yahoo.com (2 locations)
AVIGAM- Edgar Gamiz (562)544-0250 badbenz@yahoo.com
MEZA AM LLC- Aneliz Beltran (323)480-2337 boxladycompany@gmail.com (3 locations)
MEZA AM LLC- Aneliz Beltran (323)480-2337 boxladycompany@gmail.com
MEZA AM LLC- Aneliz Beltran (323)480-2337 boxladycompany@gmail.com
RAMIREZ VALLEY VIEW- Juan Ramirez (323)335-0160 ramirezvalleyview01@gmail.com (2 locations)
RAMIREZ VALLEY VIEW- Juan Ramirez (323)335-0160 ramirezvalleyview01@gmail.com
ELITE WATCH CO.- Myles Sojourn (818)587-6337 mylesojourn@gmail.com (2 locations)
ELITE WATCH CO.- Myles Sojourn (818)587-6337 mylesojourn@gmail.com
SURINDER SINGH- Surinder Singh (209)224-1631 spchahal95@gmail.com
ELOY VILLAMIL- Eloy Villamil (562)298-3255 eloyvillamil@icloud.com
CALIVER GROUP- Jose Calderon (626)494-9730

Nevada Signed as of 12-31-23, Not Open Yet
1. Ajaz Ramon - 15210 Weddington Street, Sherman Oaks, CA 91411
2. Ajaz Ramon - 15210 Weddington Street, Sherman Oaks, CA 91411

LIST OF FRANCHISEES THAT HAVE LEFT THE SYSTEM OR HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS FROM THE DATE OF THIS DISCLOSURE DOCUMENT:

NONE

EXHIBIT F

Financial Statements.

Attached are our Audited financial statements as of March 31, 2024, March 31, 2023, and March 31, 2022.
Our fiscal year ends on March 31.

MOVITA JUICE BAR FRANCHISE CORP. INC

Audited Financial Statements

March 31, 2024

MOVITA JUICE BAR FRANCHISE CORP, INC.
TABLE OF CONTENTS

CONTENTS:

CHATSWORTH CPA
ACCOUNTING, AUDIT & TAX
CERTIFIED PUBLIC ACCOUNTANT

Independent Auditor's Report

To the Board of Directors
Movita Juice Bar Franchise Corp, Inc.
Los Angeles, CA

Opinion

We have audited the accompanying financial statements of Movita Juice Bar Franchise Corp, Inc., which comprise the statement of financial position as of March 31, 2024, and the related statements of operations for the year ended March 31, 2024 and of cash flows for the year ended March 31, 2024, including the related notes.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Movita Juice Bar Franchise Corp Inc. as of March 31, 2024, and its cash flows for the years ended March 31, 2024 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Movita Juice Bar Franchise Corp Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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 Movita Juice Bar Franchise Corp Inc.'s ability to continue as a going concern for one year after the date the financial statements are issued.

Auditors' Responsibilities for the Audits of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS 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 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 US GAAS, 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 Movita Juice Bar Franchise Corp Inc. 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 Movita Juice Bar Franchise Corp Inc.'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 Movita Juice Bar Franchise Corp Inc.'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.

Chatsworth CPA

Chatsworth, California
May 7, 2024

MOVITA JUICE BAR FRANCHISE CORP, INC.
STATEMENT OF FINANCIAL POSITION
AS OF MARCH 31, 2024

	2024
Assets	
Cash and cash equivalents (Note)	352,628
Accounts Receivable (Note)	39,680
Total Accounts Receivable	**39,680**
Other Current Assets	
Marketing Contributions Assets (Note)	28,215
Total Other Current Assets	**28,215**
Total Current Assets	**420,524**
Total Assets	**420,524**
Liabilities & Equities	
Liabilities	
Accounts Payable	32,117
Marketing Contributions Liability (Note)	0.00
Payroll Liabilities	0.00
Total Liabilities	**$ 32,117**
Equity	
Owner's Contribution	780,143
Owner's Distribution	(150,000)
Retained Earnings	(100,953)
Net Income	(140,784)
Total Equity	388,406
Total Liabilities and equity	**$ 420,524**

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

MOVITA JUICE BAR FRANCHISE CORP, INC.
STATEMENT OF OPERATIONS
AS OF MARCH 31, 2024

	2024
Income	
Franchise fees income (Note)	615,658
Total operating revenues	**$ 615,658**
Operating expenses	
Advertising	189,585
Bank charges and fees	2,403
Dues & subscriptions	33,206
Insurance	730
Legal & professional services (Note)	195,970
Payroll taxes	14,075
Wages expense	214,220
Travel expense	66,121
Office expense	20,645
Rent expense	17,740
State and local taxes	1,747
Total expenses	756,442
Net (operating) income	**$ (140,784)**

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

MOVITA JUICE BAR FRANCHISE CORP, INC.
STATEMENT OF CASH FLOWS
AS OF MARCH 31, 2024

	2024
OPERATING ACTIVITIES	
Net Income	(140,784)
Adjustments to reconcile Net Income to Net Cash provided by operations:	
Accounts Receivable	(27,673)
Accounts Payable	32,117
Marketing Contributions Liabilities	(70,096)
Payroll Liabilities	(2,045)
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	**(67,696)**
Net cash provided by operating activities	**(208,480)**
FINANCING ACTIVITIES	
Owner's Contribution	11,921
Owner's Distribution	8,223
Net cash provided by financing activities	**20,143**
Net cash increase(decrease) for the period	**(188,337)**
Cash and cash equivalents, beginning of year	540,965
Cash and cash equivalents, end of year	**$ 352,628**

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

MOVITA JUICE BAR FRANCHISE CORP, INC.
Notes to the Financial Statements

1. Nature of Organization and History

Movita Juice Bar Franchise Corp, Inc. was organized in 2021 as a Corporation in California, to facilitate the operations of the franchisee locations. The franchise locations are establishments that offer blended-to-order fruit smoothies (non-alcoholic beverages), nutritional supplements, essential oils and acai bowls. Acai bowls are typically made from acai palm fruit that is pureed and served with granola, fruit and healthy sweeteners. The Company's overall focus is to promote healthy lifestyle products.

Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements of the Movita Juice Bar Franchise Corp, Inc. have been prepared on the accrual basis of accounting whereby income and expenses are recognized when earned and incurred in accordance with accounting principles generally accepted in the United States of America. The accompanying financial statements are prepared in accordance with U.S. generally accepted accounting principles ("GAAP").

Significant Risks and Uncertainties

The Movita Juice Bar Franchise Corp, Inc. is subject to customary risks and uncertainties associated with dependence on key personnel, costs of services provided by third parties, the need to obtain additional financing, and limited operating history.

2. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates inherent in the preparation of these financial statements include, but are not limited to, useful life of fixed assets.

3. Cash and Equivalents

For financial statement purposes, the Movita Juice Bar Franchise Corp, Inc. considers all highly liquid investments with maturities of 90 days or less when purchased to be cash equivalents.

The Company is required by the franchise agreement to keep a minimum reserve balance of $300,000.

4. Revenue Recognition

The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the fee for the arrangement is fixed or determinable and collectability is reasonably assured. Cash is usually received at point of sale and revenue recognized instantaneously.

Franchise fees were collected in the amount of $48,000 per location as noted in the franchise agreement. Three locations were franchised in the audit period.

5. Accounts Receivable

Royalties are typically charged to the franchisees after the initial period of six months depending on how fast the stores open. Per the franchise agreement, royalties are 6-7% of the gross revenues earned per franchise. Since twelve of the franchise locations were held by majority shareholders, royalties were not collected from these sites. The current accounts receivable balance has been applied to the marketing contribution liability.

6. Property and Equipment

Property and equipment will be carried in the books at cost. Major additions and betterments are capitalized; maintenance is charged to operations as incurred. Gains and losses on dispositions, if any, are included in operations in the year of disposal.

7. Contributions from Partners

Equal shareholders have contributed cash in the amount of $780,143, split 50-50%.

8. Liabilities

There were no payroll liabilities due, these consist of owner's compensation, employee wages and employer taxes that will be paid in the near term.

A 2% marketing contribution of gross sales is required of all franchisee locations to support the overall advertising and marketing of the businesses per franchise agreement. The cash is earmarked and booked as a liability until expensed to particular marketing campaigns. In the past fiscal year the owner's contributed to the fund to produce an asset.

9. Income Taxes

The Movita Juice Bar Franchise Corp Inc. is a corporation as described in Section 26 of the Internal Revenue Code. In accordance with the accounting standards, the Movita Juice Bar Franchise Corp Inc. evaluates its income tax position each fiscal year to determine whether the position is more likely than not to be sustained if examined by the applicable taxing authority. This review had no material impact on the Movita Juice Bar Franchise Corp Inc.'s financial statements. The Company is subject to tax filing requirements in the State of California. The Company's 2023, California Franchise Tax Filing will be subject to review by that until 2027.

10. Concentrations of Risk

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and cash equivalents with a high-quality financial institution and at times may exceed the amount of insurance provided on such deposits. There is a concentration risk as the shareholders own twelve of the fifteen franchises.

11. Subsequent Events

Management considered events subsequent to the end of the period but before May 7, 2024, the date that the financial statements were available to be issued.

MOVITA JUICE BAR FRANCHSE CORP. INC

Consolidated Financial Statements

March 31, 2023 and 2022

MOVITA JUICE BAR FRANCHISE CORP, INC.
TABLE OF CONTENTS

CONTENTS:

CHATSWORTH CPA
ACCOUNTING, AUDIT & TAX
CERTIFIED PUBLIC ACCOUNTANT

Independent Auditor's Report

To the Board of Directors
Movita Juice Bar Franchise Corp, Inc.
Los Angeles, CA

Opinion

We have audited the accompanying consolidated financial statements of Movita Juice Bar Franchise Corp, Inc., which comprise the consolidated statements of financial position as of March 31, 2023 and 2022, and the related consolidated statements of operations for the year ended March 31, 2023 and of cash flows for the years ended March 31, 2023 and 2022, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Movita Juice Bar Franchise Corp Inc. as of March 31, 2023 and 2022, and its cash flows for the years ended March 31, 2023 and 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Movita Juice Bar Franchise Corp Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

We previously audited the consolidated statement of financial position as of March 31, 2023, and the related consolidated statements of activities and cash flows for the year then ended (the statement of activities is not presented herein), and in our report dated April 12, 2023, we expressed an unmodified opinion on those consolidated financial statements. In our opinion, the information set forth in the accompanying summarized financial information for the year ended March 31, 2023 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated 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 Movita Juice Bar Franchise Corp Inc.'s ability to continue as a going concern for one year after the date the financial statements are issued.

Auditors' Responsibilities for the Audits of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS 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 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 US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated 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 consolidated financial statements.
- Obtain an understanding of internal control relevant to the Movita Juice Bar Franchise Corp Inc. 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 Movita Juice Bar Franchise Corp Inc.'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 consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Movita Juice Bar Franchise Corp Inc.'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.

Chatsworth CPA

Chatsworth, California
April 12, 2023

MOVITA JUICE BAR FRANCHISE CORP, INC.
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
AS OF MARCH 31, 2023 AND MARCH 31, 2022

	2023	2022
Assets		
Cash and cash equivalents (Note 3)	$ 540,965	$ 46,109
Accounts Receivable (Note 5)	12,008	-
Total Assets	**552,973**	**46,109**
Liabilities & Equities		
Liabilities		
Marketing Contributions Liability (Note 8)	41,881	-
Payroll Liabilities	2,045	287
Total Liabilities	**43,926**	**287**
Equity		
Owner's Contribution	760,000	210,000
Owner's Distribution	(150,000)	-
Retained Earnings	(164,178)	-
Net Income	63,225	(164,178)
Total Equity	509,047	45,822
Total Liabilities and equity	**$ 552,973**	**$ 46,109**

MOVITA JUICE BAR FRANCHISE CORP, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
AS OF MARCH 31, 2023 AND MARCH 31, 2022

	2023	2022
Income		
Franchise fees (Note 4)	192,000	-
Total operating revenues	**$ 192,000**	**$ -**
Operating expenses		
Bank charges and fees	485	845
Dues & subscriptions	1,363	187
Insurance	647	767
Legal & professional services	5,613	45,045
Payroll taxes	7,083	8,871
Wages expense	94,353	108,461
Rent expense	17,172	-
State and local taxes	800	-
Federal tax penalties	1,260	-
Total expenses	128,775	164,178
Net (operating) income	**$ 63,225**	**$ (164,178)**

MOVITA JUICE BAR FRANCHISE CORP, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
AS OF MARCH 31, 2023 AND MARCH 31, 2022

	2023	2022
OPERATING ACTIVITIES		
Net Income	$ 63,225	$ (164,178)
Adjustments to reconcile Net Income to Net Cash provided by operations:		
Accounts Receivable	(12,008)	-
Marketing Contributions Liability	41,881	-
Payroll Liabilities	1,758	287
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	**31,631**	**287**
Net cash provided by operating activities	**94,855**	**(163,891)**
FINANCING ACTIVITIES		
Owner's Contribution	550,000	210,000
Owner's Distribution	(150,000)	-
Net cash provided by financing activities	**400,000**	**210,000**
Net cash increase for period	**494,855**	**46,109**
Cash and cash equivalents, beginning of year	46,109	-
Cash and cash equivalents, end of year	**$ 540,965**	**$ 46,109**

MOVITA JUICE BAR FRANCHISE CORP, INC.
Notes to the Consolidated Financial Statements

1. Nature of Organization and History

Movita Juice Bar Franchise Corp, Inc. was organized in 2021 as a Corporation in California, to operate the operations of the franchisee locations. The franchise locations are establishments that offer blended-to-order fruit smoothies (non-alcoholic beverages), nutritional supplements, essential oils and acai bowls. Acai bowls are typically made from acai palm fruit that is pureed and served with granola, fruit and healthy sweeteners. The Company's overall focus is to promote healthy lifestyle products.

Summary of Significant Accounting Policies

Basis of Presentation

The accompanying financial statements of the Movita Juice Bar Franchise Corp, Inc. have been prepared on the accrual basis of accounting whereby income and expenses are recognized when earned and incurred in accordance with accounting principles generally accepted in the United States of America. The accompanying consolidated financial statements are prepared in accordance with U.S. generally accepted accounting principles ("GAAP").

Significant Risks and Uncertainties

The Movita Juice Bar Franchise Corp, Inc. is subject to customary risks and uncertainties associated with dependence on key personnel, costs of services provided by third parties, the need to obtain additional financing, and limited operating history.

2. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates inherent in the preparation of these financial statements include, but are not limited to, useful life of fixed assets.

3. Cash and Equivalents

For financial statement purposes, the Movita Juice Bar Franchise Corp, Inc. considers all highly liquid investments with maturities of 90 days or less when purchased to be cash equivalents.

The Company is required by the franchise agreement to keep a minimum reserve balance of $300,000.

4. Revenue Recognition

The Company recognizes revenue when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the fee for the arrangement is fixed or determinable and collectability is reasonably assured. Cash is usually received at point of sale and revenue recognized instantaneously.

Franchise fees were collected in the amount of $48,000 per location as noted in the franchise agreement. Four locations were franchised in the audit period.

5. Accounts Receivable

Royalties are typically charged to the franchisees after the initial period of six months depending on how fast the stores open. Per the franchise agreement, royalties are 6-7% of the gross revenues earned per franchise. Since twelve of the franchise locations were held by majority shareholders, royalties were not collected from these sites. The current accounts receivable balance has been applied to the marketing contribution liability.

6. Property and Equipment

Property and equipment will be carried in the books at cost. Major additions and betterments are capitalized; maintenance is charged to operations as incurred. Gains and losses on dispositions, if any, are included in operations in the year of disposal.

7. Contributions from Partners

Equal shareholders have contributed cash in the amount of $760,000, split 50-50%.

8. Liabilities

The payroll liabilities balance of $2,045 consist of employer taxes that will be paid in the near term.

A 2% marketing contribution of gross sales is required of all franchisee locations to support the overall advertising and marketing of the businesses per franchise agreement. The cash is earmarked and booked as a liability until expensed to particular marketing campaigns.

The company has enough cash to cover these payments after year end.

9. Income Taxes

The Movita Juice Bar Franchise Corp Inc. is a corporation as described in Section 26 of the Internal Revenue Code. In accordance with the accounting standards, the Movita Juice Bar Franchise Corp Inc. evaluates its income tax position each fiscal year to determine whether the position is more likely than not to be sustained if examined by the applicable taxing authority. This review had no material impact on the Movita Juice Bar Franchise Corp Inc.'s consolidated financial statements. The Company is subject to tax filing requirements in the State of California. The Company's 2022, California Franchise Tax Filing will be subject to review by that until 2026.

10. Concentrations of Risk

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and cash equivalents with a high-quality financial institution and at times may exceed the amount of insurance provided on such deposits. There is a concentration risk as the shareholders own twelve of the fifteen franchises.

11. Subsequent Events

Management considered events subsequent to the end of the period but before April 12, 2023, the date that the financial statements were available to be issued.

CONSENT

Chatsworth CPA Inc. consents to the use in the Franchise Disclosure Document issued by Movita Juice Bar Franchise Corp. ("Franchisor") on April 12, 2023, as it may be amended, of our report dated April 12, 2023, relating to the financial statements of Franchisor for the period ending March 31, 2023.

Obaid Asif, CPA

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:

Effective Dates	
California	July 3, 2024
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT G-1
(YOUR COPY)

RECEIPT FOR MOVITA JUICE BAR® DISCLOSURE DOCUMENT

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 we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the state agency listed in Exhibit A-1.

The franchisor is Movita Juice Bar Franchise Corp., located at 5701 S. Eastern Ave., Suite 320, Commerce, CA 90040, Telephone (323) 490-7277.

Issuance Date: May 7, 2024, Amended October 2, 2024.

We authorize the agents listed in Exhibit A-2 to receive service of process for us.

I received a disclosure document dated May 7, 2024, Amended October 2, 2024, that included the following exhibits:

ADDENDUM: STATE SPECIFIC DISCLOSURES
A-1:State Administrators
A-2:Agents for Service of Process
B: Franchise Agreement
C: Multi-Unit Development Agreement
D-Manual Table of Contents
E: Current and Former Franchisees
F: Audited Financial Statements
G-1:Receipt (Your copy)
G-2:Receipt (Our copy)

______________________________________ Date Received __________________
Signature of Prospective Franchisee

____
Print Name of Prospective Franchisee

The seller(s) of this franchise are:

❑Jorge Campos 5701 S. Eastern Ave., Suite 320, Commerce, CA 90040, Telephone (323) 490-7277
❑Jason Steele 221 West Lake Lansing, Road, Ste, 200, East Lansing, MI 48823 PH: 702-849-4927
❑Raul Rodriguez 5701 S. Eastern Ave., Suite 320, Commerce, CA 90040, Telephone (323) 490-7277
❑Daniel Carrillo 5701 S. Eastern Ave., Suite 320, Commerce, CA 90040, Telephone (323) 490-7277
❑Jose Calderon, 5701 S. Eastern Ave., Suite 320, Commerce, CA 90040, Telephone (323) 490-7277

EXHIBIT G-2

(RETURN TO US)

RECEIPT FOR MOVITA JUICE BAR® DISCLOSURE DOCUMENT

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 we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the state agency listed in Exhibit A-1.

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G-1:Receipt (Your copy)
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____________________________________ Date Received __________________
Signature of Prospective Franchisee

____
Print Name of Prospective Franchisee

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