

FRANCHISE DISCLOSURE DOCUMENT

ONE STOP NUTRITION®

One Stop Nutrition Franchising LLC

Mailing:

4022 E. Greenway Road Suite 11-215

Phoenix, AZ 85032

Corporate office:

1030 E. Lone Cactus Drive

Phoenix, AZ 85024

Telephone 602-330-6864

Fax 602-404-8209

www.onestopnutrition.com



One Stop Nutrition Franchising LLC, an Arizona limited liability company, offers franchises for the operation of One Stop Nutrition® stores which sell nutritional supplements and related items, nutritional shakes, and juices for health-conscious customers. The total investment necessary to begin operation of a franchise is between \$199,953 and \$451,097. This includes \$32,500 to \$55,000 that must be paid to the franchisor or affiliate.

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

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to

use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

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 Jennifer Kerry at jennie@onestopnutrition.com and 602-330-6870.

Issuance Date: April 30, 2026.

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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 Arizona. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.

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

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2. BUSINESS EXPERIENCE	4
3. LITIGATION.....	4
4. BANKRUPTCY	5
5. INITIAL FEES	5
6. OTHER FEES.....	5
7. ESTIMATED INITIAL INVESTMENT	8
8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	12
9. FRANCHISEE'S OBLIGATIONS	15
10. FINANCING.....	16
11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	16
12. TERRITORY.....	24
13. TRADEMARKS.....	25
14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	27
15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	28
16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	28
17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION...	29
18. PUBLIC FIGURES.....	31
19. FINANCIAL PERFORMANCE REPRESENTATIONS	31
20. OUTLETS AND FRANCHISEE INFORMATION	33
21. FINANCIAL STATEMENTS.....	36
22. CONTRACTS	36
23. RECEIPTS.....	37

EXHIBITS

- A State Addenda
- B List of State Agencies / Agents for Service of Process
- C Franchise Agreement and Exhibits
- D OSN Labs LLC Supply Agreement
- E Manual Table of Contents
- F1 List of Franchisees
- F2 List of Former Franchisees
- G Financial Statements
- H State Effective Dates
- I Receipts

ONE STOP NUTRITION®

FRANCHISE DISCLOSURE DOCUMENT

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, “we” or “us” means One Stop Nutrition Franchising LLC, the franchisor. “You” means the person or entity to which we grant a franchise, as franchisee. If you are a corporation, limited liability company or other legal entity, “you” may also include your owners, depending on the context.

The Franchisor

We are an Arizona limited liability company that was organized on July 23, 2004. We are in the business of granting franchises for One Stop Nutrition® stores, and providing initial and on-going support to our franchisees. Our principal business address is 1030 E. Lone Cactus Drive, Phoenix, AZ 85024. From December 2016 to December 2022, our principal business address was 16650 N. 91st Street Suite 102, Scottsdale, Arizona 85260 since December 2016. From December 2011 to December 2016, our principal business address was 701 N. Scottsdale Road, Scottsdale, Arizona 85257. We do not do (and have never done) business under any name other than “One Stop Nutrition” or our full corporate name. We began offering franchises as described in this disclosure document in August 2004, and have never offered franchises in any other line of business. We do not own or operate any business which is similar to the business being franchised, and have never done so. Our agents for service of process are listed in *Exhibit B*.

Our Parent Company

We have no parent companies.

Our Affiliates

Our founder, Brian Kerry, has been selling nutritional products since 1997, and owning and operating One Stop Nutrition® stores since 1999.

From November 1997 to June 1999, Brian operated a sole proprietorship doing business as “One Stop Nutrition” in the Phoenix, Arizona area. This business specialized in selling discount nutritional products and related items at an indoor swap meet. The principal address for this business was 15650 North 45th Place, Phoenix, Arizona 85032. This business did not do business under any other name, and never offered franchises in any line of business.

Our former affiliate, One Stop Nutrition LLC, owned and operated nutrition stores under the One Stop Nutrition® concept similar to the franchised business from June 1999 to

August 2010. When One Stop Nutrition LLC was formed in June 1999, it took over the business of the sole proprietorship, and began opening stores. One Stop Nutrition LLC opened its first store in June 1999 in Phoenix, Arizona. From June 1999 to August 2010, it owned and operated various other One Stop Nutrition® stores in the Phoenix area. In December 2011, One Stop Nutrition LLC was dissolved, and our owners, Brian and Jennie Kerry, then formed OSN Corporate Store LLC. Since then, OSN Corporate Store LLC has sporadically owned and operated one or more One Stop Nutrition® stores in the Phoenix area.

One Stop Nutrition LLC was an Arizona limited liability company, with its principal business address at 701 N. Scottsdale Road, Scottsdale, Arizona 85257 after December 2011. From September 2010 to December 2011, its principal business address was 17477 N. 101st Way, Scottsdale, Arizona 85257. It never did business under any other name and never offered franchises in any line of business. OSN Corporate Store LLC is an Arizona limited liability company, with its principal business address at 701 N. Scottsdale Road, Scottsdale, Arizona 85257. It has never done business under any other name and has never offered franchises in any line of business.

Our owners, Brian and Jennie Kerry, are also part owners of OSN Labs LLC, an Arizona limited liability company, that was formed in June 2008, with its principal business address at 1030 E. Lone Cactus Drive, Phoenix, Arizona 85024 since January 2023. From December 2015 to January 2023 its principal address was 7735 E. Redfield Rd. Suite 100, Scottsdale, Arizona 85260. From December 2011 to December 2015, its principal business address was 701 N. Scottsdale Road, Scottsdale, Arizona 85257. OSN Labs LLC is the sole approved supplier of certain private label items for our franchisees. It has never done business under any other name and has never offered franchises in any line of business.

Our owners, Brian and Jennie Kerry, are also owners of OSN Distribution LLC, an Arizona limited liability company, that was formed in December 2016. Its principal business address is 1030 E. Lone Cactus Drive, Phoenix, Arizona 85024. From December 2016 to December 2022, its principal business address was 16650 N. 91st Street Suite 102, Scottsdale, Arizona 85260. One Stop Nutrition Distribution LLC supplies certain items to our franchisees. It has never done business under any other name and has never offered franchises in any line of business.

We do not have any other affiliate that has ever engaged in franchising or that provides any items or services to our franchisees, and we do not have any predecessor.

The Franchise

We offer franchises for the operation of One Stop Nutrition® stores, which use the trade names, service marks, trademarks, logos, emblems and indicia of origin we specify (collectively, the “Marks”) and operate under our proprietary and distinctive system as

we specify (the “System”). A nutrition store operated under the System and Marks is referred to in this disclosure document as the “Franchised Business” or “Store.”

If we approve your franchise application, you will have the right to sign a franchise agreement (“Franchise Agreement”), as franchisee, with us for the establishment and operation of a single Store at a specific, approved location. Our standard form Franchise Agreement is attached to this disclosure document as *Exhibit C*.

General Market and Competition

Stores are typically located in shopping centers, strip malls and similar retail locations with appropriate parking for customers – and are typically located next to (or very near) a popular gym, health club or other work-out facility. Non-traditional locations, such as in or near shopping malls or college campuses may also be appropriate for Store locations. Virtually any type of retail structure could be suitable for a Store, subject to our site-selection criteria. Store facilities typically range from 1,200 square feet to 1,500 square feet.

The primary targeted customer base for Stores are health-conscious adults, generally in the age range of 18 to 45 years old, although people of all ages will likely be customers.

The market for nutrition stores in general is well developed. One Stop Nutrition® Stores compete with national or regional chains, some of which may be franchised, and with local independent health stores. In addition, many grocery stores and drug stores now carry nutritional products, but they do not have the selection or expertise we offer. Some competitors may be well-established in the marketplace. Your success in competing in this market will be largely dependent on your abilities, skills, involvement with your Store, financial strength, general economic conditions, geographical area and specific location. You should consider the Franchised Business as a developing business in a general market segment with many well-established competitors.

Regulations

You must comply with all local, state, and federal laws and regulations that apply to your Store operations. Some states, counties and cities prohibit or restrict the sale of certain nutritional supplements (such as Ephedrine Hydrochloride) within their boundaries. You may be able to sell certain nutritional supplements in those areas if you obtain an over-the-counter pharmaceutical license. You should check with a local attorney, your state or local governmental agencies or the product suppliers to determine whether any products you intend to offer may be regulated in your area.

There are federal and state laws that regulate the types of claims advertisers can make about certain nutritional products. Your local marketing should not include any medical, health, nutritional or other claims about any of the nutritional supplements you offer.

We are not aware of any other laws or regulations specifically applicable to the Franchised Business; however, your Store and your business operations will be subject to laws and regulations that are applicable to businesses generally. For example, you will be subject to various generally-applicable federal, state and local laws and regulations, such as state and local licensing, zoning, land use, construction regulations and various health, sanitation, safety and fire standards. Your Franchised Business will also be subject to laws such as the Fair Labor Standards Act, Americans with Disabilities Act, and various federal and state laws covering matters such as minimum wage, overtime and working conditions. You should consult with an attorney or business advisor about the laws, regulations and ordinances that may affect operation of your Store.

ITEM 2 BUSINESS EXPERIENCE

Brian Kerry, President

Brian has been our President since our inception in July 2004. He has also been a member of OSN Labs LLC since June 2008, member of OSN Corporate Store LLC since February 2017, member of One Stop Nutrition Corporate Office LLC since November 2011, member of OSN Warehouse LLC since August 2016, and member of OSN Distribution LLC since December 2016. All positions are in Phoenix, Arizona.

Jennie Kerry, Vice President

Jennie has been our Vice President since our inception in July 2004. She has also been a member of OSN Labs LLC since June 2008, member of OSN Corporate Store LLC since February 2017, member of One Stop Nutrition Corporate Office LLC since November 2011, member of OSN Warehouse LLC since August 2016, and member of OSN Distribution LLC since December 2016. Jennie is the wife of Brian. All positions are in Phoenix, Arizona.

Kevin Klann, Financial Consultant

Kevin has been our Financial Consultant in Phoenix, Arizona since May 2025. From May 2024 to April 2025, he was a freelance consultant in Phoenix, Arizona on various projects. From May 2018 to April 2024, Kevin was a Senior Vice President and Corporate Controller for Verra Mobility Corporation in Mesa, Arizona.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this disclosure document.

**ITEM 4
BANKRUPTCY**

No bankruptcy information is required to be disclosed in this disclosure document.

**ITEM 5
INITIAL FEES**

The initial franchise fee for your first Store is \$30,000. You must pay the initial franchise fee to us in a lump sum when you sign the Franchise Agreement. The initial franchise fee is non-refundable.

The initial franchise fee for additional stores is \$30,000 for the second, \$25,000 for the third, \$20,000 for the fourth, and \$15,000 for each additional one after that. In our last fiscal year (2025), the initial franchise fees we received ranged from \$0 to \$15,000 (and, in each case, were for the fifth or greater franchise by the same owners).

You must purchase an initial supply of smoothie supplies from our affiliates, OSN Distribution LLC and OSN Labs LLC, ranging from \$2,500 to \$25,000. Otherwise, you are not required to buy from us or an affiliate any items or services before you open your Store.

**ITEM 6
OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Revenues.	Tuesday of the following week	See note 2 for definition of Gross Revenues. Payable by electronic funds transfer
Marketing Fee	2% of Gross Revenues	Tuesday of the following week	See note 2 for definition of Gross Revenues. Payable by electronic funds transfer
Local Marketing Fee	2% of Gross Revenues less actual expenditures for local marketing	Upon demand	Payable if you do not spend at least 2% of your Gross Revenues on local marketing. See Note 3.
Initial Training Fees	Currently \$2,500 per person (plus costs of travel, lodging and meals if training is at your Store).	Upon demand	We train you, your initial manager, and one other approved person at no additional charge. You must pay for any other initial training. See Item 11 for details.

Type of Fee	Amount	Due Date	Remarks
Other Training Fee	Amount of tuition charged to each trainee, and our expenses for any materials we provide.	Upon demand	We may offer or require additional or refresher training programs. See Item 11 for details.
Assistance Fee	\$250 per day plus expenses.	As incurred	Payable if we determine that you need additional assistance in the operation of your Store.
Conference Fee	Amount charged to each franchisee necessary to cover our expenses.	Before conference.	Franchisees, their owners or managers may be required to attend. See Item 11 for details.
Uniform Noncompliance Fee	\$50 per person per occurrence	Upon demand	Payable if any person working at your Store are found not to be in proper uniform.
Store Closure Fee	\$100 per occurrence	Upon demand	Payable if your Store is closed during any normal operating hours on any normal operating day.
Transfer Fee	\$15,000	Before transfer	Payable upon change in ownership interest of franchisee, the Store or its assets.
Renewal Fee	20% of the then-current initial franchise fee	Upon execution of a new Franchise Agreement	Payable if you renew the franchise.
Relocation Fee	\$2,000	Upon submission of request to relocate	Payable if you want to relocate your Store. See Item 12 for details.
Manual Replacement Fee	\$5,000	As incurred	Payable if the Manual we loan to you is lost, stolen or destroyed.
Late Payment Fee	\$100 per occurrence, plus 12% per year on overdue amount (assessed on a daily basis)	As incurred	Payable on all overdue amounts (subject to any lawful maximum rates under applicable state law). (Maximum legal rate in California is 10%.)
NSF Fee	\$100 per occurrence	As incurred	Payable if any payment due to us is not honored
Audit and Inspection Costs	Cost of audit or inspection, plus related expenses.	Upon demand	Payable if an audit reveals that you paid us less than 98% of the correct amount

Type of Fee	Amount	Due Date	Remarks
			owed in any payment period, or if you fail to fully cooperate with our auditors or inspectors
Taxes	Amount assessed us by federal, state and local tax authorities on any payments you make to us.	Upon demand	Payable if we are assessed any taxes on any payments you make to us (including sales, gross receipt, excise, use or similar taxes, but not income taxes).
Indemnification	Will vary under circumstances	As incurred	Payable if anyone asserts claims against us arising from your Store operations.
Early Termination Damages	Actual and consequential damages, including the greater of: (a) \$10,000 or (b) 6% times 12 times the average monthly Gross Revenues for the Store during the last 12 months	As incurred	Payable if you cease Store operations without our prior express written consent or without giving us at least 6 months' notice of closure
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable if you fail to comply with the Franchise Agreement.

Notes:

1. This table lists other recurring or isolated fees or payments that each franchisee must pay. All fees are uniformly imposed by and payable to only us, except that one or more franchisees under previous versions of our franchise agreement may pay lower fees. None are refundable.

2. "Gross Revenues" means the revenues you receive from the sale of all items and services, and all other income of every kind and nature related to the Franchised Business or Store operations, whether for cash or credit, and regardless of collection in the case of credit, but not including: (a) any sales taxes or other taxes you collect for transmittal to the appropriate taxing authority; or (b) any bona fide refunds you make to customers. For clarification, the Royalty Fee on each delivery order using a delivery service will be based on the total value of the order without any deductions for delivery fees or commissions.

3. We may require franchisees in the same general marketing area to form a local marketing cooperative. If we do, all franchisees in the relevant marketing area will be required to participate and to pay up to 2% of their monthly Gross Revenues to the local marketing cooperative instead of conducting their own separate local marketing. Any company-owned business in the same general market area will participate in any cooperative on the same basis as Franchised Businesses, and each participant will have an equal vote.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT					
Type of Expenditures	Amount or Range		Method of Payment	When Due	To Whom Paid
Initial franchise fee (Note 1)	\$30,000	\$30,000	Lump sum	See Item 5	Us
Initial training expenses (Note 2)	\$775	\$5,543	As required by payee	Before opening, as incurred	Airlines, hotels, rent car company, restaurants, etc.
Rent (Note 3)	\$3,600	\$10,000	As required by payee	Before opening, when you sign lease	Landlord
Leasehold improvements (Note 4)	\$40,000	\$200,000	As required by payee	Before opening, as incurred	Landlord or contractors
Furniture, fixtures and equipment (Note 5)	\$35,926	\$76,000	As required by payee	Before opening, as incurred	Approved suppliers
Initial inventory and supplies (Note 6)	\$60,000	\$70,000	As required by payee	Before opening, as incurred	Approved suppliers, including our affiliates
Insurance (Note 7)	\$625	\$2,500	As required by payee	Before opening, as incurred	Insurance company
Business licenses and permits (Note 8)	\$500	\$1,000	Lump sum	Before opening, as incurred	Governmental agencies
Professional fees (Note 9)	\$2,000	\$10,000	As required by payee	Before opening, as incurred	Lawyers, accountants, etc.
Signs (Note 10)	\$8,000	\$20,000	As required by payee	Before opening, as incurred	Approved suppliers

YOUR ESTIMATED INITIAL INVESTMENT					
Type of Expenditures	Amount or Range		Method of Payment	When Due	To Whom Paid
Office equipment and supplies (Note 11)	\$750	\$825	As required by payee	Before opening, as incurred	Approved suppliers
Grand opening promotion (Note 12)	\$2,500	\$5,000	As required by payee	Before, or within 90 days after, opening	Suppliers, media
Uniforms (Note 13)	\$500	\$500	As required by payee	Before opening, as incurred	Approved suppliers
Miscellaneous opening expenses (Note 14)	\$1,000	\$1,100	As required by payee	Before opening, as incurred	Various suppliers
Additional funds for first 3 months (Note 15)	\$13,777	\$18,629	As required by payee	As incurred	Employees, landlord, utility companies, etc.
Initial Total Estimated Investment	\$199,953	\$451,097			

Explanatory Notes:

Fees and costs payable to us are refundable, unless otherwise described. Fees and costs payable to others are generally not refundable unless you negotiate this right with them.

Note 1: Initial Franchise Fee. See Item 5

Note 2: Initial Training Expenses. There is no training fee for up to 3 trainees to attend the initial training program. You will be responsible for the travel and living expenses incurred by your trainees during our initial training program. These expenses will depend on the distance traveled, the method of travel you choose, the type of lodgings and restaurants you choose, etc. The estimate is for 3 trainees traveling to our headquarters or other designated location for approximately 48 hours of training.

Note 3: Rent. If you do not own adequate space in a suitable location, you will need to lease or purchase a suitable site for your Store. The typical Store is approximately 1,000 to 1,400 square feet. It is not possible for us to estimate your rent expenses with much certainty due to the material differences in these costs from location to location. Additionally, some leases are triple net leases which require the tenant to pay rent plus all taxes, insurance and maintenance expenses, while other leases may charge a variable rent based on a percentage of your income, with no fixed minimum rental charge. If you choose to have a larger than normal Store or to add a drive-through

window, your rent and other expenses may be higher. You should investigate rents in your own area.

Note 4: Leasehold Improvements. You may incur expenses for improving the leased premises or installing fixtures, such as the expenses associated with the design and build out of the Store, and any required plumbing, electrical and remodeling work. The costs vary with various factors such as Store size, configuration, remodeling needs, and location. In a build-to-suit lease, the landlord may include some or all of the improvements and fixtures in your lease payments. You may be able to negotiate with your landlord for a landlord contribution for these expenses.

Note 5: Furnishings, Fixtures and Equipment. The estimates are for the purchase of furnishings, fixtures and equipment you will need to open a Store, including chairs, tables, flat-screen televisions, point-of-sale system, Internet terminals, drink coolers, refrigerator, freezer, ice maker, display shelves and stockroom shelves. Some of these expenses will depend on Store size, shipping distances, supplier chosen and your credit history.

Note 6: Initial Inventory and Supplies. The estimates include expenses for the initial inventory of nutritional products, related items, and initial supplies, cups, napkins, smoothie ingredients, juices, etc.

Note 7: Insurance. We currently require you to maintain the following insurance coverage: (1) commercial general liability insurance; (2) umbrella / excess liability coverage; (3) workers compensation and employer's liability; (4) commercial auto liability; (5) cyber liability; and (6) employment practices liability coverage. Details about the required coverage are described in Item 8. You must provide us with current and updated certificates of insurance. Insurance requirements are subject to change. The cost of your insurance will vary with the size, location and type of your business, as well as other factors.

Note 8: Business Licenses / Permits. You must obtain all necessary permits and licenses required by applicable law and by System Standards before you begin the Franchised Business. We require that you and your manager(s) obtain and maintain valid food managers certificates at all times, even if not required by local law. You must provide us with current and updated permits, licenses and food managers certificates.

Note 9: Professional Fees. We do not require you to consult with a lawyer, accountant or other professional before beginning operations. However, we strongly suggest that you do. Rates for professionals can vary significantly based on area and experience.

Note 10: Signs. The estimates are for the interior and exterior signs you will need to open a Store.

Note 11: Office Equipment and Supplies. We do not require you to purchase or lease any particular office furnishings or office equipment before beginning operations.

However, you must have a computer, fax machine, business stationery, and certain other items necessary to operate and manage the Store in a professional manner that meets our System Standards.

Note 12: Grand Opening Promotion. You must spend at least \$2,500 for grand opening advertisement and promotion, and you must submit to us proof of these expenses within 90 days after the opening of your Store.

Note 13: Uniforms. You must purchase a minimum of 15 uniform shirts for use by your employees while on duty. You may pass the cost of uniforms to your employees.

Note 14: Miscellaneous Opening Expenses. The estimates are for unexpected expenses you may have in connection with opening the Store.

Note 15: Additional Funds. You will need capital to support miscellaneous start-up expenses and on-going expenses, such as rent, payroll, insurance premiums, utility costs and deposits, security deposits, taxes, overhead, and other miscellaneous expenses, to the extent these expenses may exceed your sales revenues. This item does not include royalty fees or marketing fees. See Item 6. It does not include any advertising costs. You must spend 2% of Gross Revenues on local marketing. We believe that the estimated amount will be sufficient to cover on-going expenses in excess of your revenues for the first 3 months of operation. This amount is an estimate, and it does not include any debt service payments. We cannot guarantee that you will not have additional expenses starting your business. Your actual costs will depend on factors such as your management skill, experience and business acumen, economic conditions, the local market for your business, the local prevailing wage rate, competition and the performance of your Store. We relied on One Stop Nutrition LLC's experience since 1999 in estimating your needs for additional funds.

The table in this item estimates the major initial expense categories involved in establishing a Store in accordance with our current plans and specifications. ACTUAL EXPENSES WILL VARY AMONG FRANCHISEES. CAREFUL FINANCIAL PLANNING IS ESSENTIAL FOR ALL PROSPECTIVE FRANCHISEES. You should consult with a business advisor before making any decision to purchase a franchise.

None of the fees and costs listed in this table that are payable to us are refundable. Fees and costs payable to suppliers and other third parties above generally are not refundable unless you negotiate this with them.

Neither we nor any affiliate offer direct or indirect financing for any fees or expenses. See Item 10.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Items, Services and Suppliers

Purchases per Specifications. To ensure uniformity and quality in all Stores, you must purchase all furnishings, fixtures, equipment, computer, POS and communications equipment, signs, inventory, supplies, marketing materials and most other items used in or sold through your Store according to our written specifications. You must also purchase certain services used in the establishment and operation of the Store according to our written specifications. These specifications may include minimum standards for quality, performance, design, appearance, delivery, and other restrictions as we periodically determine. These specifications are contained in the Manual or will otherwise be provided to you in writing. We may periodically change these specifications, by written notice to you or through changes to the Manual. You may incur expenses or increased costs to comply with these changes. See Item 11 for additional information on computer and communications equipment and services.

Purchases from Approved Suppliers. You must purchase or lease certain items and services only from suppliers that we have approved in writing. Items in this category include: all nutritional products and related items, smoothie supplies, juice supplies, private-labeled bottled water, point-of-sale system, and Internet terminals. A complete list of these items and services, and the approved suppliers for each, is contained in the Manual or will otherwise be provided to you in writing. Our approved suppliers have demonstrated to our satisfaction that they have the ability to meet our standards and specifications for the relevant items and services, that they possess adequate quality controls, and that they have the capacity to supply your needs promptly and reliably. We have the right to change the list of approved suppliers, and you must promptly change suppliers if we require. Approved suppliers may make payments to us on account of transactions with our franchisees. We may have these types of agreements with suppliers in the future providing for payments to us on account of transactions with our franchisees. Currently, we have no approved supplier that pays us a rebate on products purchased by us or our franchisees. In 2025, our revenues from suppliers on account of purchases of items and services by our franchisees were \$0.

Purchases from Us or Affiliates. Our affiliates, OSN Labs LLC and OSN Distribution LLC are the sole approved suppliers of certain smoothie supplies and private label items for our franchisees. Otherwise, we and our affiliates are not currently approved suppliers for any of the items or services used in the establishment and operation of the Store. Our officers are part owners of OSN Labs LLC and OSN Distribution LLC. Otherwise, our officers do not own an interest (direct or indirect) in any approved supplier. We or our affiliates may become approved suppliers or the sole approved supplier of certain items or services in the future. We and our affiliates may derive revenue from the sale of items or services to you. However, we expect that if we and our affiliates will offer items and services to you, the sale price will be at or below market price. In 2025, our affiliate, OSN Labs LLC, received revenues of \$2,820,465 as a

result of purchases by our franchisees (representing 98% of its total annual revenues of \$2,883,960). In 2025, we received revenues of \$0 as a result of purchases from us by our franchisees (representing 0% of our total annual revenues of \$1,800,559). In 2025, our affiliate OSN Distribution LLC, received revenues of \$4,864,693 as a result of purchases by our franchisees (representing 100% of its total annual revenues of \$4,864,693).

Approval Process

If you desire to use or offer additional items or services that we have not approved, or you desire to purchase approved items and services from a supplier that we have not approved, you must first obtain our written consent. We do not have any formal policies or procedures for approving new items, services or suppliers, or for revoking approval. We may require you to provide us with photographs, drawings, specifications, samples or any additional materials or information we desire to evaluate your request. You must pay for our reasonable expenses in evaluating your request. We will notify you of our approval or disapproval of any new item, service or supplier requested by you within 120 days after we have received all of the relevant information we requested. We may withhold approval of any item, service or supplier, as we determine in our discretion. We can revoke approval of an approved item, service, or supplier at any time in our sole discretion, and we will notify you of any revocation of approval.

We may attempt to negotiate purchase arrangements from approved suppliers for the benefit of our franchisees and corporate Stores, based upon the combined buying power of our franchise network. These discounts, when obtained, may result in lower prices for the items being purchased or other benefits such as reduced prices for warehousing, delivery and other services. In order for our franchisees to obtain volume discounts and other benefits, you may be required to purchase items from suppliers with whom we have negotiated purchase arrangements. We do not currently have purchasing or distribution cooperatives, but may have in the future.

Failure to purchase required items and services from approved suppliers may be a material default under the Franchise Agreement. We consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors we consider is compliance with the requirements described in this Item 8. Otherwise, we do not provide material benefits to you for your use of designated or approved suppliers.

Cost Allocation

The cost of purchasing items or services from us or our affiliates could represent about 25% of your total purchases in connection with establishment of a Store, and about 25% of your total purchases in connection with the ongoing operation of the Store (excluding real estate expenses). We estimate that the cost of purchasing items and services from approved suppliers (other than us or our affiliates) will represent approximately 25% to 35% of your total purchases in establishing your Store, and about 80% to 90% of your total purchases in the continuing operation of the Store (excluding real estate

expenses). We estimate that the cost of purchasing items and services in accordance with our specifications where no approved suppliers have been identified will represent approximately 60% to 70% of your total purchases in establishing your Store and 0% to 10% of your total purchases in the continuing operation of the Store (excluding real estate expenses).

Insurance Requirements

You must obtain and maintain in force at your expense the following insurance coverages during the entire term of the Franchise Agreement and any renewal period. Each policy must be written by an insurance carrier acceptable to us and licensed in the state where the Franchise Business operates, with an A.M. Best rating of A- VII or better.

1. Commercial General Liability insurance covering the Franchised Business and its operations, including: premises and operations; products and completed operations; personal and advertising injury; contractual liability; independent contractors; and broad form property damage. Minimum Limits are: \$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate; and \$1,000,000 personal and advertising injury.
2. Umbrella / Excess Liability coverage providing additional limits over General Liability, Auto Liability, and Employers Liability, with minimum limits of \$5,000,000 per occurrence.
3. Workers' Compensation and Employers Liability insurance in compliance with all state laws, with employers liability limits of: \$500,000 each accident; \$500,000 disease policy limit; and \$500,000 disease each employee.
4. Commercial Auto Liability coverage if you own, lease, or use any vehicle in the business, with coverage for owned, hired, and non-owned autos, and minimum limits of \$1,000,000 combined single limit.
5. Cyber Liability insurance covering: data breaches; customer information; payment systems; network security; and privacy liability, with minimum limits of \$1,000,000 per occurrence.
6. Employment Practices Liability insurance covering: wrongful termination; discrimination; harassment; and retaliation, with minimum limits of \$100,000 per occurrence.

Each policy must include the following provisions:

- Franchisor Protection -- In your General Liability, Auto Liability, and Umbrella policies, we, and our parent company, affiliates, subsidiaries, officers, directors, employees, and agents must be named as additional insureds on a primary and non-contributory basis.

- Waiver of Subrogation -- In your Workers Compensation, General Liability, and Auto policies, you must provide a waiver of subrogation in favor of Franchisor and additional insureds.
- Notice of Cancellation -- Policies must provide 30 days' advance written notice to us of any cancellation or material change, and 10 days' advance written notice to us of your non-payment.
- Primary Coverage – Your insurance coverage must be primary, and non-contributory to our insurance.

We may also reasonably increase the minimum liability requirements annually and otherwise modify the insurance requirements. You must promptly comply with any modified insurance requirements.

If you fail to carry any insurance coverage we require or to furnish satisfactory evidence of the insurance, we may obtain insurance coverage for you and you must promptly sign any documents required and pay to us on demand amounts we incur plus a 10% administrative surcharge. Your obligation to maintain the required insurance is not limited by insurance we maintain.

Cooperatives

We do not have any right to require you to participate in any purchasing or distribution cooperatives.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Item in Disclosure Document
(a) Site selection, acquisition / lease	4.01, 4.02	Item 7 & 11
(b) Pre-opening purchases / leases	4.04, 4.05	Item 6, 7 & 8
(c) Site development and other pre-opening requirements	4.03	Item 6, 7 & 11
(d) Initial and on-going training	6.02, 6.03, 6.04	Item 5, 6, 7, 11 & 15
(e) Opening	4.06	Item 11
(f) Fees	8	Item 5, 6 and 7
(g) Compliance with standards and policies and operations manual	5.01, 5.08, 9	Item 8, 11, 14 & 16
(h) Trademarks and proprietary information	9, 10, 11	Item 13 & 14

Obligation	Section in Agreement	Item in Disclosure Document
(i) Restrictions on products / services offered	5.11	Item 8 & 16
(j) Warranty and customer service requirements	5.08	Item 8
(k) Territorial development / quotas	none	Item 12
(l) On-going product / service purchases	5.11, 5.12	Item 8
(m) Maintenance, appearance and remodeling requirements	5.05, 5.09, 5.10	Item 7 & 17
(n) Insurance	14.01, 14.02	Item 6, 7 & 8
(o) Advertisements	5.14, 5.16	Item 6, 7 & 11
(p) Indemnification	14.03, 14.04	Item 6
(q) Owners participation / management / staffing	6.01	Item 15
(r) Records / reports	8.09, 8.10, 8.11, 8.12, 8.13, 8.14	Item 6 & 11
(s) Inspections / audit	12	Item 6
(t) Transfer	15	Item 6 & 17
(u) Renewal	3.02, 3.03	Item 6 & 17
(v) Post-termination obligations	17	Item 17
(w) Non-compete covenant	5.21, 17.09	Item 17
(x) Dispute resolution	18	Item 17

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee your notes, leases or any other obligations.

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

Except as listed below, we need not provide any assistance to you. This Item describes the minimum assistance we are contractually obligated to provide to you. We may provide you with more assistance than listed below. (Section numbers refer to the Franchise Agreement.)

Pre-Opening Obligations

The Franchise Agreement obligates us to provide certain assistance, and services to you, but the Franchise Agreement generally does not specify whether these services

must be provided before or after you open the Store. It is our intention, however, to provide the following assistance and services before you open your Store:

1. We will provide you with our site selection guidelines and standard Store layout plans and specifications. (Section 7.01)
2. We will provide you with reasonable consultation regarding site selection and layout of the Store. (Section 7.01)
3. We will consider your proposed site for your Store, and, if it meets our site selection criteria, we will approve it. (Section 4.01)
4. We will consider the proposed lease for your Store, and, if it includes the lease provisions we require for our protection and otherwise meets our lease approval criteria, we will approve it. (Section 4.02 & 7.02)
5. If you will need to deviate from our standard Store layout plans and specifications because of space requirements, landlord restrictions or local law, we will consider your proposed plans and specifications Store, and, if they are acceptable to us in our discretion, we will approve them. (Section 4.03(a))
6. We will provide you with reasonable consultation regarding constructing, remodeling or decorating your Store. (Section 7.03)
7. We will loan you 1 copy of the Manual. (Section 7.04)
8. We will provide you with a list of our approved suppliers, and with reasonable assistance and consultation regarding required purchases. (Section 7.05, 7.06 & 7.07)
9. We will provide an initial training program to you, your initial manager and one other approved person. (Section 7.08)
10. We will provide promotional and advertising materials and consultation in connection with the grand opening marketing for your Store. (Section 7.10)
11. We will provide you with other reasonable pre-opening consultation. (Section 7.10)

Continuing Obligations

During your operation of the Store, we must provide the following assistance and services:

1. We will provide you with reasonable assistance and consultation regarding operation of your Store. (Section 7.12)

2. We will implement Marketing Programs as described below. (Section 7.14)
3. We will sponsor and maintain the official One Stop Nutrition® web site. (Section 7.15)
4. We will review any request for approval of additional items, services or suppliers, and we will notify you of our decision. (Section 7.16)

The remainder of Item 11 describes some of these obligations in more detail. It also describes some of the other assistance we may provide to you (but are not contractually obligated to provide).

Site Selection

The Franchise Agreement grants a franchise for a single specific location. We will provide you with our site selection criteria. You are responsible for selecting and acquiring a site for your Store which meets our site selection criteria. You may not lease or purchase a site for your Store until after we have approved the site in writing. The factors we consider in approving sites include location, size, suitability, layout, access and visibility of the proposed location, proximity to health clubs or fitness centers; location and nature of any competitors, population density, vehicle traffic, pedestrian traffic, existing tenant mix, parking convenience, and other factors that may be relevant to your market. The same site selection criteria will generally be applicable to all System franchisees. (Section 4.01)

Our approval of a site or provision of criteria regarding the site does not constitute a representation or warranty as to the suitability of the site for a Store or for any other purpose. It only indicates that we believe that the site falls within our minimum site selection criteria. There are no deadlines for our approval or disapproval of your proposed site, although we will typically be able to respond within 2 weeks after you submit to us all of the required information. Once we have approved your location, the Franchise Agreement will automatically be amended to show the specific location as the only location where you are authorized to operate the Store. If you and we are not able to reach agreement on an Approved Location within 6 months after the Effective Date, we have the option to terminate this Agreement. (Section 4.01)

Before you lease an approved site for your Store, you must obtain our written approval of your lease. Your lease must meet our lease approval criteria, including certain mandatory lease provisions that we require for our protection. (Section 4.02)

Opening

You must open the Store and begin business within 6 months after you sign the Franchise Agreement. The typical time between signing the Franchise Agreement and opening the Store is 3 to 6 months. Factors that affect this length of time include: securing any necessary financing; selecting the site; negotiating the lease; obtaining necessary permits; completing construction, build-out or remodeling; delivery of equipment, inventory and supplies; completing our initial training program; and hiring and training a manager and employees. (Section 4.06)

Manual

We will loan you 1 copy of our Manual which contains mandatory and suggested specifications, standards, and operating procedures applicable to the Franchised Business. The Manual is confidential and remains our property. The table of contents for the Manual is attached as *Exhibit E*, from which you can determine the number of pages devoted to each topic. (Section 7.04)

Training

Initial Training Program. We will provide an initial training program for you, your initial manager and one other approved person at mutually convenient times, typically within 90 days after you sign the Franchise Agreement. You and your manager are required to attend and successfully complete this training program to our satisfaction. If your manager fails to successfully complete the training program to our satisfaction, we may require your manager to attend additional training programs (at your cost) or we may require you to appoint a new manager and to send that new manager to the initial training program (at your cost). If, after this corrective action, your manager fails to successfully complete the initial training program to our satisfaction, we may terminate the Franchise Agreement. (Sections 7.08 & 6.02)

There is no tuition or other fee for the initial training program for up to 3 persons at the same initial training program. We will provide instructors, facilities and training materials for this training free of charge. You may send more than 3 approved persons to the same initial training program if space is available and if we consent in writing. We may charge tuition or other fees for any additional persons who attend the initial training program. All expenses incurred in initial training for any trainee will be your responsibility, including the cost of travel, transportation, meals, lodging, incidental expenses, and any wages. You must also pay for the reasonable travel, transportation, meals and lodging expenses we incur for any part of the initial training program that we provide at your Store. (Section 6.02)

You must adequately train any successor manager you later employ. We will notify you if we determine that the training you provided is inadequate. In that case, your successor manager must satisfactorily complete the initial training program we require promptly after we notify you. We may charge tuition or other fees for any successor

manager who attends the initial training program. All expenses incurred in initial training for your successor managers will be your responsibility, including the cost of travel, transportation, meals, lodging, incidental expenses, and any wages. You must also pay for the reasonable travel, transportation, meals and lodging expenses we incur for any part of the initial training program that we provide at your Store. (Sections 7.08 & 6.02)

Our initial training program is offered periodically as we determine, and consists of approximately 48 hours of training. The initial training program will be offered at our training facility in the Phoenix, Arizona area, at a Store operated by a franchisee or an affiliate, or at some other location in the United States we select. The initial training program covers orientation to the topics shown in the chart below. The instruction materials include portions of our Manual, handouts and media presentations. Trainees from other franchisees may attend the same training program you do.

Our training program is under the direction of Brian and Jennie Kerry. Brian and Jennie are the founders of the One Stop Nutrition concept and franchise system. Some training may be provided by Brian and Jennie. Other training may be provided by an affiliate of ours or by One Stop Nutrition® franchisees who have significant experience in the day-to-day operations of One Stop Nutrition® franchises.

The hours shown below include approximate time for 1 trainee.

TRAINING PROGRAM			
SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction, personnel, dress code, evaluations	2	0	Phoenix area
Daily procedures, operations	2	0	Phoenix area
Grand opening marketing	1	0	Phoenix area
Sanitation, nutritional shakes, energy drinks	5	0	Phoenix area
Review nutritional shakes, drinks prepared at bar, practice preparation	3	3	Phoenix area
Basic nutrition	16	0	Phoenix area
Herbs, vitamins, sports nutrition, sales	0	16	Phoenix area
Total	29	19	

Additional Training Programs. You and/or your manager also may attend optional additional or refresher training programs that we may offer, and must attend all mandatory additional or refresher training programs that we may offer. We will provide instructors, and training materials for these programs (if any), and we may charge a

reasonable fee for tuition and materials for this training. You will be responsible for all expenses for travel, transportation, meals, lodging and wages you or your manager incur in attending these programs. (Sections 7.09 & 6.03)

Marketing

Marketing Programs. We or our affiliate will implement advertising, publicity, public relations, promotion, and/or market research activities (“Marketing Programs”) to promote public awareness and patronage of Franchised Businesses. Each of our franchisees must participate in the Marketing Programs.

We will have sole discretion over all aspects of the Marketing Programs, including the materials and media used and their placement and allocation. We may engage in national, regional and/or local advertising, which may be primarily disseminated via television, radio, newspapers, consumer magazines, directories, Internet, and/or other collateral materials. We may primarily utilize national and/or regional agencies to create and place the advertisements, with the participation and supervision of our in-house staff. We may also engage in other types of national, regional and local Marketing Programs. We and our affiliates are not obligated to contribute money to the Marketing Programs or otherwise supplement the marketing fees; however, Stores owned and operated by us or our affiliates may voluntarily contribute to the Marketing Programs on the same basis as our franchisees. We and our affiliates and approved suppliers may periodically contribute funds, services and/or materials to the Marketing Programs.

We and our affiliate do not have to conduct any portion of the Marketing Program in any particular area. We and our affiliate are not obligated, in administering the Marketing Program, to ensure that any particular franchisee benefits directly or pro rata from the Marketing Program. In our last fiscal year (2025), the Marketing Fees were expended as follows: production 24%, media placement 48%, administrative 0%, promotional goods 19%, and other 9%. (Section 7.14)

Local Marketing. In order to provide your Store with the best chance of success, we require that you expend at least 2% of your Gross Revenues to conduct your own local advertising, publicity, public relations, promotional and other marketing programs. All materials you use in your local marketing efforts must conform to System standards, including proper Mark usage, and be approved in writing by us before you use them. We may, at our option, offer to provide (either free or at prices that reasonably cover our direct and indirect costs) approved advertising and promotional plans and other materials, which we may develop for use by franchisees in local marketing. We have the right, at any time after you begin using approved marketing materials, to prohibit further use, effective immediately upon your receipt of written notice. You are restricted from making press releases or contributions or donations without our consent. (Section 5.14(c))

Computer and Communications Systems

We require you to purchase from approved suppliers, or pursuant to our specifications, certain computer and communication equipment and services for use in connection with your Store, including: computer hardware; computer software; POS equipment; hardware and software regarding credit cards, gift cards and loyalty cards; Internet equipment and services; and telephone services and equipment. We anticipate that approved suppliers will offer goods and services for sale to our franchisees at or below market price. We expect the total initial cost of the required computer and communication equipment and services will be about \$8,000. Any required computer equipment and POS equipment may be used to: total customers' purchases; provide receipts to customers; monitor inventory; monitor Gross Revenues; calculate royalties and other fees; analyze sales trends; manage employment records and reporting; communicate with us electronically; download and print System documents; prepare and submit to us periodic reports; and perform other functions. The type of information or data that may be collected or generated include: the type and amount of inventory purchased; the type and amount of inventory sold; sales prices; taxes; fees; customer purchasing information; daily totals; and other matters.

We will have the right at any time to unlimited, independent access to all information on computer and communication system, to upload and download data, to troubleshoot and perform diagnostic checks, and to retrieve whatever data and information we want from your computer and communication system, and you will cooperate with us completely in any of these tasks. All information in your possession, custody or control relating to the Franchised Business and/or Store will be deemed to be our property.

You must keep your computer, POS and communication equipment and services in good maintenance and repair. We may periodically require you to upgrade or update the required equipment and services during the term of the franchise, and there is no contractual limitation on the frequency or cost of these upgrades or updates. If we require the purchase of additional computer, POS and communication equipment or services, or other equipment and services, we will provide you with reasonable consultation to assist you to comply with our requirements, and we will provide a list of any approved suppliers. You must promptly purchase, install, and implement at your expense, any additions, changes, modifications or substitutions to your computer and communication equipment and services as we may periodically require within the time period we specify. We and our affiliates have no obligation to provide ongoing maintenance, repairs, upgrades, or updates to you. We expect the cost of maintenance, updating, upgrading or support contracts (which are optional) for the computer, POS and communication equipment will be about \$600 per year. (Section 5.13)

In view of the anticipated interconnection of computer systems and the necessity that the systems be compatible, strict compliance with our standards and specifications relating to the computer system will be essential. We may require that you license from us proprietary computer software that we or our affiliate may develop for use in the

Store, and, if so, we will require you to execute a software license agreement as we specify. You will not install or permit the installation of any unauthorized software on your computer equipment, without our prior express written consent. You will use your computer system only in connection with the Franchised Business and only according to the System standards. Unless we agree otherwise, you will use only 1 computer at your Store to connect to, and communicate with, our computer system, and you must maintain all data relating to your Store on this same computer. If you have any other computers at your Store, you must give us full access to those computers anytime we request (including if we audit your Franchised Business). (Section 5.13)

Purchasing

We may offer you optional assistance with purchasing and procuring items or services for use in connection with the Franchised Business. We may require minimum standards for these items and services and we may restrict the brands of these items and services, and/or the suppliers authorized to sell or provide these items and services in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide you with a list of approved items and services and/or a list of approved suppliers. We anticipate that approved suppliers will offer items and services for sale to our franchisees at or below market price. (Section 7.07)

Conferences

We may in the future sponsor periodic conferences for our franchisees, at which seminars, workshops and other training may be conducted. We may require you and/or your manager to attend each conference. We may charge a fee for any conference to cover our expenses. You will also be required to pay for lodging, meals, local transportation, other travel and incidental expenses, compensation and benefits incurred in attending any conferences. (Section 7.13)

Intranet System

We or our affiliate may establish an intranet system to provide you with access to an electronic version of the Manual, marketing materials, other System materials and support, and for other purposes. If an intranet system like this is established, we or our affiliate will administer and maintain it, and we will provide you and/or your managers with access to this system. Subject to the System standards, we will continue to allow you or your managers to access our intranet system during the term of the Franchise Agreement, so long as you are not in default. We may require you to use the intranet system for communications, reports, and other functions. (Section 7.17)

Web Site

We sponsor and maintain the official One Stop Nutrition® web site. So long as you are not in default under the Franchise Agreement, we will list your Store on this web site. You are not allowed to have your own web site (or portion of a web site) relating to the

Franchised Business. You may not list your Store with any Internet directories. (Sections 7.15 & 5.16)

ITEM 12 TERRITORY

In the Franchise Agreement, you will be granted the right to operate a single Store at location that you select and that we approve, if it meets our site selection criteria (the "Approved Location"). You must operate the Store only at this Approved Location, and you may not relocate the Store without our approval. Our approval for relocation is based on the same standards used to approve new Store sites, as described in Item 11, subject to the rights of other franchisees and company-owned Stores (and payment of a relocation fee). You have no right to offer or sell items or services other than at the Store. You may not offer or sell items or services by use of the internet, mail order catalog, telemarketing, etc.

Under the Franchise Agreement, you will not receive an exclusive territory.

We reserve all rights, on behalf of ourselves and our affiliates, to use the Marks and System, including the following rights, in any manner and on any terms and conditions we deem advisable, and without granting you any rights, accommodation or compensation: (a) to own, acquire, establish and/or operate, and license others to establish and operate, businesses using the Marks and System at any location; (b) to own, acquire, establish and/or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, at any location; (c) to sell or distribute, at retail or wholesale or otherwise, directly or indirectly, or license others to sell or distribute, any products or services which bear any proprietary marks, including the Marks, to any customer wherever located; (d) to sell items or services by use of the internet, mail order catalog, telemarketing, and similar modes of distribution to any customer wherever located; and (e) to acquire, or be acquired by, any competing system, including a competing system that has one or more units that compete with you. We will not provide any compensation to you on account of any orders solicited or accepted which fall within any of the rights we retain for ourselves and affiliates.

The Franchise Agreement does not provide you with any options, rights of first refusal or similar rights to acquire additional franchises or territory.

Our franchised stores governed by franchise agreements that became effective before 2025 were assigned certain territorial protections. These protections will be phased out over time. However, while these protections are in place, you may not open a Store within any franchisee's protected territory and you may not target your marketing to customers within the protected territory of another of our franchisees (however, you are not prohibited from soliciting and marketing to customers generally).

We and our affiliate do not operate or franchise any business under a different trademark or service mark, and we and our affiliate have no plans to do so.

ITEM 13 TRADEMARKS

The Franchise Agreement grants you the right to operate the Franchised Business under the trade name “One Stop Nutrition,” and to use the other Marks during the term of the Franchise Agreement, only in the manner we authorize, and only in connection with the Franchised Business. We may require or permit you to use other marks that we include as part of the System in the future, in our sole discretion.

The following Marks for use with the System have been registered on the Principal Register in the United States Patent and Trademark Office for the relevant uses:

MARK	REGISTRATION NUMBER	REGISTRATION DATE
ONE STOP NUTRITION	3,044,619	January 17, 2006
ONE STOP NUTRITION [LOGO]	3,760,915	March 16, 2010

All required affidavits and renewal affidavits (if any) have been or will be filed. There are currently no effective determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of this state or any court; no pending infringement, opposition or cancellation; and no pending material litigation involving the principal trademark. We are aware that other unrelated businesses using the name “One Stop Nutrition” have existed in the past in the Chicago area and in Florida, but we are not aware that these businesses have sought federal registration for the marks. We believe that these businesses are no longer in operation. There are no other infringing uses of the Marks actually known to us that could materially affect your use of the Marks in this state or elsewhere.

We are the registered owner of the Marks. There are no agreements currently in effect which significantly limit our rights to use or license the use of the marks listed above in a manner material to the franchise.

You must follow our rules regarding use of the Marks. The Franchise Agreement requires that any display of the Marks give notice of Marks registration or claims by use of the symbols “®,” “TM” or “SM” as required in the Manual. You must cooperate with us and the Marks Owner in maintaining registrations and prosecuting applications for the Marks, and in otherwise securing and preserving our rights in the Marks. Marks may be used only in connection with the Franchised Business, and may not be used in your corporate name or legal name. Marks may not be used in connection with any unauthorized product or service, or in any manner not expressly authorized by the Franchise Agreement.

The Franchise Agreement requires that you notify us promptly in writing of (1) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), our confidential information or other System intellectual property, and (2) any threatened or pending litigation relating to the Marks or System against (or naming as a party) you or us, of which you become aware. We will handle disputes with third parties concerning use of all or any part of the Marks or System in any manner we deem, in our sole discretion, appropriate. You must cooperate fully and in good faith with our efforts to resolve these disputes. We may bring suit in your name or join you as a party to the relevant proceedings. We may resolve the matter by obtaining a license of the property at no expense to you, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others. We need not initiate suit against imitators or infringers who do not, in our sole opinion, have a material adverse impact on the Franchised Business, and we need not initiate any other suit or proceeding to enforce or protect the Marks or System in a matter we do not believe, in our sole opinion, to be material.

Nevertheless, we will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we determine that you have used the Marks in accordance with the Franchise Agreement and Manual, we will bear the cost of your defense, including the cost of any judgment or settlement. If we determine that you have not used the Marks in accordance with the Franchise Agreement or Manual, you will bear the cost of, and reimburse us for, your defense, including the cost of any judgment or settlement. If there is litigation relating to your use of the Marks, you must execute any documents and do any acts as may be necessary, in our opinion, to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except to the extent that the litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement or Manual, we will reimburse you for your out-of-pocket litigation costs in cooperating with us with respect to the litigation.

We reserve the right to substitute different proprietary marks for use in identifying the System, the businesses operating under them, and/or the services offered, if the Marks no longer can be used, or if we determine that substitution of different proprietary marks will be beneficial to the System. In these circumstances, the terms of the Franchise Agreement will govern the use of the substituted proprietary marks, and we will not compensate you for this substitution. You must promptly implement any substitutions of this kind, at your expense.

Any use of the Marks not authorized by the Franchise Agreement provisions will be deemed an infringement. You will have no right to license others to use the Marks.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any right in or to any patents that are material to the Franchised Business. There are no pending patent applications material to the franchise.

Confidential Information

You must not, during or after the term of the Franchise Agreement communicate, divulge, or use for the benefit of any other person, any non-public trade secrets, proprietary information, technical data, or know how which relate to our business, System, services or products, or to a Franchised Business, we may communicate to you, including the Manual, System Standards, specialized operating methods, quality-control systems, training materials, recipes, ingredients, and information regarding salary, research, products, services, developments, inventions, processes, techniques, designs, marketing, finances, and field operations. Any information or techniques we designate as confidential must be treated by you as confidential. You may divulge confidential information only to those employees of yours who must have access to it in order to fulfill their employment obligations, or if disclosure is required to comply with an order of a court or arbitrator. You cannot, without our prior written consent, copy, duplicate, record or otherwise reproduce any confidential materials or information, in whole or in part, or otherwise make them available to any unauthorized person.

Your owners must execute and deliver to us the Owners Agreement in the form attached as *Exhibit D*. All officers and managers of yours must sign confidentiality and non-competition agreements stating that they will maintain the confidentiality of information they receive in connection with their employment. We may require that these contracts be in a form satisfactory to us, including specific identification of us as a third-party beneficiary of the contracts, with the independent right to enforce them.

Manual

You must treat the Manual, any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained in them as confidential, and use all reasonable efforts to maintain the information as secret and confidential. You may not at any time, without our prior written consent, copy, duplicate, record, or otherwise reproduce any part of these materials, nor otherwise make them available to any unauthorized person. The Manual will at all times remain our sole property. We may periodically revise the contents of the Manual, and you must comply with each new or changed standard. You must insure that your copy of the Manual is kept current, and if there is a dispute about the contents of the Manual, the terms of the master copy as maintained by us at our headquarters will be controlling.

Copyrights

We or our affiliates claim common law copyright protection for all of the marketing materials, training materials, Manual, business forms, advertisements, uniforms, trade dress, and other works included in the System. Some of these works may not be federally registered. We and our affiliates own all proprietary rights in and to all aspects of the System, including the Manual, marketing materials, training materials, and any other proprietary materials we may develop. Some of these items are described in Item 11.

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

You must designate a manager for the Store. If you are an individual, you may designate yourself or an employee as the Store's manager. If you are a corporation, limited liability company or other entity, you may designate an owner, officer or employee as the Store's manager. If you are a legal entity, we do not require your manager to own any equity interest in you.

During the term of the Franchise Agreement, your manager must devote full time, energy, attention, and best efforts to the on-site management and operation of the Store. You and your officers, directors, owners and managers may not participate in any other business, without our prior express written consent. We do not otherwise require your direct, on-premises supervision of the Store, but we do recommend this kind of supervision.

Your manager must attend and successfully complete our initial training program, as described in Item 11. We also may require your manager and other individuals to sign covenants of confidentiality and non-competition, as described in Items 14 and 17.

If you are an entity, your owners must execute and deliver to us the Owners Agreement in the form attached as *Exhibit D*. The Owners Agreement includes a provision obligating your owners to guarantee the payment and performance of the franchisee entity. You will not permit or allow your owners, managers, employees or other representatives to engage in any conduct which is unlawful or damaging to the goodwill or public image of the System or the Marks.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Store premises solely for the operation of the Franchised Business, must keep the Store open and in normal operation for the minimum hours and/or days as provided in the Manual or as we otherwise periodically specify in writing, and must refrain from using or permitting the use of the Store premises for any other purpose or activity at any time without obtaining our prior written consent.

You are restricted with respect to the items and services you may offer. The only items and services you are permitted to offer are described in the Manual. You may not offer any other items or engage in any other services.

To ensure that the highest degree of quality and service is maintained, you must operate the Franchised Business and your Store in strict conformity with the methods, standards and specifications we require in the Manual or otherwise in writing, as periodically amended. You must offer and provide all of the authorized items and services which we require, and in the manner, style and name we require, unless you have our prior express written consent. You must offer and provide only the items and services that we expressly approve for sale in writing, and you must discontinue selling and offering any item or service which we, in our discretion, disapprove in writing at any time.

Except as described in Item 12 and this Item, you are not limited as to the customers to whom you may offer or provide the authorized services. We have the right to change the types of authorized items and services offered and provided by our franchisees, and there are no limits on our right to make these changes.

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 in Franchise Agreement	Summary
(a) Length of the franchise term	3.01	10 years
(b) Renewal or extension of the term	3.02	10 year renewal if you meet certain conditions
(c) Requirements for franchisee to renew or extend	3.03	Written notice, full compliance, sign then-current form of franchise agreement, maintain possession of Store location, complete refurbishing, and others. The new agreement may have materially different terms than those contained in your original contract.
(d) Termination by franchisee	16.06	If we have materially breached the Franchise Agreement and do not cure after 60 day written notice
(e) Termination by franchisor without cause	None	No right to terminate without cause

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise Agreement	Summary
(f) Termination by franchisor with cause	16.01, 16.02, 16.03	If you default, or certain events occur (such as your bankruptcy)
(g) Cause defined – curable defaults	16.02, 16.03	10 days to pay amounts owed and obtain required insurance; 30 days for most other defaults.
(h) Cause defined – non-curable defaults	16.01	Material misrepresentation; failure to open Store within 6 months; bankruptcy; assignment for benefit of creditors; abandonment; felony conviction; unauthorized transfer; repeated violations; and others.
(i) Franchisee's obligations on termination / nonrenewable	17	Return Manual; stop using System and Marks; pay amounts owed; de-identify; and others.
(j) Assignment of contract by franchisor	15.01	No restriction on our right to assign
(k) Transfer by franchisee – defined	15.02	Transfer of interest in the Franchise Agreement, Store, assets or you
(l) Franchisor approval of transfer by franchisee	15.02	We have right to approve any proposed transfer
(m) Conditions for franchisor approval of transfer	15.03	Written notice, transferee qualifications, no default, payment of transfer fee, sign general release, execute new franchise agreement, refurbish Store, and others
(n) Franchisor's right of first refusal to acquire franchisee's business	15.04	We can match any offer
(o) Franchisor's option to purchase franchisee's business	17.11	Upon expiration or termination, we can buy all or part of your assets
(p) Death or disability of franchisee	15.05	Your personal representative must submit to us a proposal meeting the requirements of transfer within 6 months of your death or mental incompetence
(q) Non-competition covenants during the term of the franchise	5.21	Prohibitions on diverting business to competitors, involvement in any similar business, soliciting employees
(r) Non-competition covenants after the franchise is terminated or expires	17.10	Prohibitions on diverting business to competitors, involvement in any competing business, soliciting employees
(s) Modification of the agreement	19.02	We may modify the System and Manual -- no modification of agreements unless in writing and signed (with exceptions)

THE FRANCHISE RELATIONSHIP		
Provision	Section in Franchise Agreement	Summary
(t) Integration / merger clause	19.06	Only Franchise Agreement is binding (subject to state law); any other promises are not enforceable (unless in FDD)
(u) Dispute resolution by arbitration or mediation	18.02	Binding arbitration for most disputes
(v) Choice of forum	18.05	City where our principal place of business is located -- currently Scottsdale, Arizona (subject to state law)
(w) Choice of law	19.04	Arizona (subject to state law)

Applicable state law may require additional disclosures related to the information in this disclosure document. These additional disclosures, if any, appear in an addendum. See *Exhibit A*.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 maybe 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.

Gross Revenues of Franchised One Stop Nutrition Stores Operating For Full 12-Month Period Ending December 31, 2025					
SUBSET	NUMBER OF FRANCHISES	AVERAGE GROSS REVENUES PER FRANCHISE	MEDIAN GROSS REVENUES PER FRANCHISEE	HIGHEST FRANCHISEE'S GROSS REVENUES	LOWEST FRANCHISEE'S GROSS REVENUES
Top 10%	5	\$969,394	\$980,960	\$1,138,836	\$847,437
Top 30%	15	\$804,188	\$746,887	\$1,138,836	\$672,357
Bottom 30%	15	\$427,616	\$435,722	\$516,978	\$254,552
Bottom 10%	5	\$349,947	\$375,672	\$392,276	\$254,552
All Franchises	50	\$607,437	\$578,437	\$1,138,836	\$254,552

Notes

1. This table of gross revenues of franchised One Stop Nutrition® Stores above consists of the relevant set of reported gross revenues of the 50 franchised Stores that were open and operating during the entire 12-month period shown. We had 50 franchised One Stop Nutrition® Stores open as of the beginning of the period shown. All 50 of these Stores remained open full 12 months of the period shown. We had 55 franchised One Stop Nutrition® Stores open as of the end of the period shown. The table excludes data from: (a) 5 Stores that first opened for business during 2025; and (b) 0 Stores that ceased operations during that period. Of these 0 Stores that that closed during 2025, 0 had been open for less than 12 months.

2. The row for All Franchises consists of all franchised Stores described in Note 1. The row for Top 10% consists of the 5 franchised Stores with the highest reported annual gross revenues. The row for Top 30% consists of the 15 franchised Stores with the highest reported annual gross revenues. The row for Bottom 30% consists of the 15 franchised Stores with the lowest reported annual gross revenues. The row for Bottom 10% consists of the 5 franchised Stores with the lowest reported annual gross revenues.

3. The gross revenues shown were derived from unaudited financial reports submitted by franchisees for the purpose of computing royalties, and use the same definition of “gross revenues” as in FDD Item 6.

4. Stores reflected in this table have been open for a period ranging from 1 year to more than 10 years. A new One Stop Nutrition® Store is likely to experience a start-up period before achieving stabilized revenues.

5. Some of the Stores reflected in this table are located in areas where One Stop Nutrition Stores have established a market presence. If you open your Store in a new market, your Store will not benefit from any established trade identity in the local market derived from the presence and marketing activities of other One Stop Nutrition Stores in the local market.

General

We expect that new franchised One Stop Nutrition® Stores will offer the same or similar products and services, and have similar characteristics, as the Stores included in these financial performance representations.

Written substantiation for the financial performance representation will be made available to a prospective franchisee upon reasonable request.

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

The financial performance representation figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenues or gross sales figures to obtain your net income or profit. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any 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 our president, Brian Kerry, 1030 E. Lone Cactus Drive, Phoenix, AZ 85024, phone 602-330-6864, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Information concerning Stores operated by franchisees, our affiliates or us during the past 3 fiscal years is set forth below. States not listed in any table had no Stores during the 3-year period.

Table No. 1 SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2023 TO 2025				
COLUMN 1 OUTLET TYPE	COLUMN 2 YEAR	COLUMN 3 OUTLETS AT THE START OF THE YEAR	COLUMN 4 OUTLETS AT THE END OF THE YEAR	COLUMN 5 NET CHANGE
Franchised	2023	48	49	+1
	2024	49	50	+1
	2025	50	55	+5
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	48	49	+1
	2024	49	50	+1
	2025	50	55	+5

As explained in FDD Item 1, any Company-owned outlets are actually owned and operated by our affiliate, OSN Corporate Store, LLC.

Table No. 2 TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2023 TO 2025		
COLUMN 1 STATE	COLUMN 2 YEAR	COLUMN 3 NUMBER OF TRANSFERS
AZ	2023	2
	2024	0
	2025	6
TX	2023	0
	2024	1
	2025	0
Total	2023	2
	2024	1
	2025	6

Table No. 3 STATUS OF FRANCHISED OUTLETS FOR YEARS 2023 TO 2025								
COL. 1 STATE	COL. 2 YEAR	COL. 3 OUTLETS AT START OF YEAR	COL. 4 OUTLETS OPENED	COL. 5 TERMIN- ATIONS	COL. 6 NON- RENEWALS	COL. 7 REACQUIRED BY FRANCHISOR	COL. 8 CEASED OPERATIONS OTHER REASONS	COL. 9 OUTLETS AT END OF THE YEAR
AZ	2023	42	1	0	0	0	0	43
	2024	43	5	0	0	0	0	48
	2025	48	5	0	0	0	0	53
NV	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	1	0
	2025	0	0	0	0	0	0	0
TX	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	3	2
	2025	2	0	0	0	0	0	2
Totals	2023	48	1	0	0	0	0	49
	2024	49	5	0	0	0	4	50
	2025	50	5	0	0	0	0	55

Table No. 4 STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2023 TO 2025							
COL. 1 STATE	COL. 2 YEAR	COL. 3 OUTLETS AT START OF THE YEAR	COL. 4 OUTLETS OPENED	COL. 5 OUTLETS REACQUIRE D FROM FRANCHISEE	COL. 6 OUTLETS CLOSED	COL. 7 OUTLETS SOLD TO FRANCHISEE	COL. 8 OUTLETS AT END OF THE YEAR
None	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

As explained in FDD Item 1, any Company-owned outlets are actually owned and operated by our affiliate, OSN Corporate Store, LLC.

Table No. 5 PROJECTED OPENINGS AS OF DECEMBER 31, 2025			
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NET FISCAL YEAR
AZ	8	1	0
FL	1	1	0
Total	9	2	0

Our franchisees as of the end of our last fiscal year are listed in Exhibit F1, including franchisees with an open Store as of December 31, and franchisees who signed a Franchise Agreement but who had not opened by December 31.

Except as listed in Exhibit F2, there are no franchisees who have had an agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during our last fiscal year, or who have not communicated with us within 10 weeks of the date of this disclosure document.

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

No current or former franchisee has signed any confidentiality clauses with us that restricts the current or former franchisee from discussing his or her personal experience as a franchisee in our franchise system with any prospective franchisee.

There are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21 FINANCIAL STATEMENTS

Our audited financial statements as of December 31, 2025, December 31, 2024 and December 31, 2023 are attached as *Exhibit G* to this disclosure document. Our fiscal year-end is December 31.

ITEM 22 CONTRACTS

The following sample contracts are included as exhibits to this disclosure document:

1. Franchise Agreement (*Exhibit C*)
2. Owners Agreement (attached to Franchise Agreement as *Exhibit B*)
3. OSN Labs LLC Supply Agreement (*Exhibit D*)

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.

ITEM 23 RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document are included as *Exhibit I*. Please complete both copies of the acknowledgment and return our copy to us. You should retain the other copy for your files.

EXHIBIT A
to One Stop Nutrition®
Franchise Disclosure Document

STATE ADDENDA

1. **NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES.** The following provision applies only to One Stop Nutrition® franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

2. The following are additional disclosures for the One Stop Nutrition® Franchise Disclosure Document required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

CALIFORNIA

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.

1. Neither we nor any person identified in Item 2 of this disclosure document are subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a, et seq., suspending or expelling such persons from membership in such association or exchange.

2. The URL address of our website is www.onestopnutrition.com. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

3. The following language is added to the “Remarks” section of the line item titled “Interest” in Item 6:

The highest interest rate allowed under California law is 10% annually.

4. The following paragraphs are added at the end of Item 17:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning transfer, termination, and non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, then the law will control.

Post-Termination Noncompetition Covenants. The Franchise Agreement contains a covenant not to compete that extends beyond termination of the franchise. This provision might not be enforceable under California law.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Arizona. This provision might not be enforceable under California law.

Bankruptcy. The Franchise Agreement provides for termination upon insolvency, bankruptcy, or re-organization. This provision might not be enforceable under federal bankruptcy law (11 U.S.C.A. Sections 101 et seq.).

Material Modification. Section 31125 of the Franchise Investment Law requires us to give you a disclosure document approved by the Commissioner of Financial Protection & Innovation before we ask you to consider a material modification of your franchise agreement.

Release. 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).

Arbitration. The Franchise Agreement requires binding arbitration at the request of either party; however, any dispute reasonably valued at \$10,000 or less is except from these mandatory arbitration requirements. Unless mutually agreed by the parties, all arbitration proceedings will be held at a location that the arbitrator chooses within 10 miles of our then-current principal business address (currently, Phoenix, Arizona). The fees

of, and authorized costs incurred by, the arbitrator will be shared equally by the parties, and each party will bear its own arbitration costs. The arbitration decision, however, will provide that the substantially prevailing party will recover from the other party its actual costs and expenses incurred in connection with the dispute. 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.

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

6. 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.

7. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

HAWAII

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS

PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

ILLINOIS

1. Item 17 of the Franchise Disclosure Document is amended by adding the following at the end of that Item:

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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.

MARYLAND

1. The “Summary” sections of Items 17(c) and (m), captioned “Requirements for you to renew or extend” and “Conditions for our approval of transfer,” are amended by adding the following:

Any release required as a condition of renewal, sale, and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The “Summary” section of Item 17(h), captioned “Cause’ defined – non-curable defaults,” is amended by adding the following:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 *et seq.*), but we will enforce it to the extent enforceable.

3. The “Summary” section of Item 17(v), captioned “Choice of forum,” is amended to read as follows:

Subject to arbitration requirements, litigation generally must be in courts located closest to where we have our principal business address when the action is commenced (currently, Phoenix, Arizona), although you may, subject to your arbitration obligations, commence a lawsuit against us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The “Summary” section of Item 17(w), captioned “Choice of law,” is amended to read as follows:

Except for federal law and claims arising under the Maryland Franchise Registration and Disclosure Law, Arizona law applies.

5. The following is added at the end of the charts in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

6. Item 5 is amended to include the following:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

MINNESOTA

1. The following paragraphs are added at the end of the charts in Item 17 of the Franchise Disclosure Document:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

No statement, questionnaire, or acknowledgement 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 with the franchise.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

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

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

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

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

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

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

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

4. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

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

5. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

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

6. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”:

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

NORTH DAKOTA

1. The “Summary” sections of Items 17(c) and 17(m) is amended by adding the following:

However, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

2. The “Summary” section of Item 17(r) is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in North Dakota. However, we will seek to enforce them to the extent enforceable.

3. The “Summary” section of Item 17(v) is amended by adding the following:

To the extent required by the North Dakota Franchise Investment Law, but subject to your arbitration obligations, you may bring an action in North Dakota.

4. The “Summary” section of Item 17(w) is amended by adding the following:

Except for federal law, North Dakota law applies.

RHODE ISLAND

1. The “Summary” section of Item 17(v) is amended to read as follows:

Subject to arbitration requirements, litigation generally must be in courts closest to where we have our principal business address when the action is commenced (currently, Phoenix, Arizona), except that, to the extent required by applicable law, but subject to your arbitration obligations, you may bring an action in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. The “Summary” section of Item 17(w) is deleted in its entirety and replaced with the following:

Except for Federal Arbitration Act and other federal law (as applicable), and except as otherwise required by the Rhode Island Franchise Investment Act, Arizona law applies.

VIRGINIA

1. The “Summary” section of Item 17(h) is amended by adding the following:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any rights given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

3. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

WASHINGTON

1. See the Washington Addendum to the Franchise Disclosure Document, the Franchise Agreement, and All Related Agreements attached to the Franchise Agreement as *Exhibit D*.

EXHIBIT B
to One Stop Nutrition®
Franchise Disclosure Document

LIST OF ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, in accordance with the applicable state law. If we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, (a) the following are the state administrators responsible for the review, registration, and oversight of franchises in that state; and (b) we will designate the following state offices or officials as our agents for service of process in those states:

STATE	STATE ADMINISTRATORS	AGENTS FOR SERVICE OF PROCESS
California	Commissioner Department of Financial Protection and Innovation 1 Sansome Street, Suite 600 San Francisco, California 94104 1-866-275-2677	Commissioner Department of Financial Protection and Innovation 1 Sansome Street, Suite 600 San Francisco, California 94104 1-866-275-2677
Hawaii	Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722
Illinois	Illinois Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois (217) 782-4465
Indiana	Indiana Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 302 West Washington St. Indianapolis, Indiana 46204 (317) 232-6681
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
Michigan	Consumer Protection Division Franchise Section 670 Law Building Lansing, Michigan 48913 (517) 335-7567	Michigan Department of Commerce, Corporations and Securities Bureau 6546 Mercantile Way Lansing, Michigan 48910 (517) 335-7567

STATE	STATE ADMINISTRATORS	AGENTS FOR SERVICE OF PROCESS
Minnesota	Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101 (651) 539-1500	Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101 (651) 539-1500
New York	NYS Department of Law Investor Protection Bureau Franchise Section 28 Liberty Street, 15th Floor New York, New York 10005 (212) 416-8236	New York Secretary of State New York Department of State 162 Washington Ave. Albany, New York 12231 (518) 472-2492
North Dakota	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept 401 Bismarck, North Dakota 58505 (701) 328-2910	Insurance Commissioner 600 East Boulevard Ave., Dept 401 Bismarck, North Dakota 58505 (701) 328-2910
Rhode Island	Department of Business Regulation John O. Pastore Complex, Bldg 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 277-3048	Director Department of Business Regulation John O. Pastore Complex, Bldg 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 277-3048
South Dakota	Director of Division of Securities 124 S. Euclid Avenue, Ste 104 Pierre, South Dakota 57501 (605) 773-3563	Director of Division of Securities 124 S. Euclid Avenue, Ste 104 Pierre, South Dakota 57501 (605) 773-3563
Virginia	Director, Securities and Retail Franchising Division State Corporation Commission 1300 East Main Street, 9 th Floor Richmond, Virginia 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, Virginia 23219 (804) 371-9733
Washington	Department of Financial Institutions Securities Division PO Box 41200 Olympia, Washington 98504-1200 (360) 902-8760	Securities Administrator Department of Financial Institutions 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760
Wisconsin	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-9555	Administrator, Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-9555

EXHIBIT C
to One Stop Nutrition®
Franchise Disclosure Document

FRANCHISE AGREEMENT



FRANCHISE AGREEMENT

ONE STOP NUTRITION®

Franchise Agreement Table of Contents

	Page
1. RECITALS	
1.01 System and Marks.....	1
1.02 Desire to Franchise	1
2. GRANT AND LIMITATIONS	
2.01 Grant of Franchise	1
2.02 Limitations on Grant	1
2.03 Non-Exclusive License	2
2.04 Entity Information	3
2.05 Owners Agreement	3
3. TERM AND EXTENSION	
3.01 Term.....	3
3.02 Successor Franchise Rights.....	3
3.03 Conditions to Successor Franchise	3
4. YOUR DEVELOPMENT OBLIGATIONS	
4.01 Site Selection	4
4.02 Lease Provisions	4
4.03 Construction, Remodeling and Build-Out	5
4.04 Furnishings, Fixtures, Equipment, Décor and Signs	6
4.05 Inventory and Supplies.....	6
4.06 Commencement of Business	6
4.07 Relocation	6
5. YOUR OPERATING OBLIGATIONS	
5.01 Compliance with System Standards.....	6
5.02 Compliance with Sound Business Practices	7
5.03 Lease Compliance	7
5.04 Compliance with Laws.....	7
5.05 Store Image.....	7
5.06 Use of Store	8
5.07 Goodwill	8
5.08 Quality and Customer Service Standards	8
5.09 Maintenance of Store	8
5.10 Refurbishing the Store.....	9
5.11 Approved Items and Services	9
5.12 Purchasing	9
5.13 Computer and Communication System.....	9
5.14 Marketing	10

5.15	Telephone	11
5.16	Internet and Social Media.....	11
5.17	Hours of Operation	12
5.18	Conferences	12
5.19	Notification of Legal Proceedings	12
5.20	Customer Information.....	12
5.21	Non-Competition	12
5.22	Uniforms and Standard of Appearance	13
5.23	Employee Agreements	13
5.24	Noninfringement.....	13
5.25	Delivery	13
5.26	Best Efforts.....	13
6.	STORE MANAGEMENT	
6.01	Management	13
6.02	Manager Training	14
6.03	Other Training	14
6.04	Employee Training	14
7.	ASSISTANCE BY US	
7.01	Store Location	14
7.02	Lease Review.....	15
7.03	Store Construction, Remodeling and Build-Out.....	15
7.04	Loan of Manual	15
7.05	Furnishings, Fixtures, Equipment, Décor and Signs	15
7.06	Inventory and Supplies.....	15
7.07	Purchasing Assistance	15
7.08	Initial Training	16
7.09	Other Training	16
7.10	Pre-Opening and Opening Assistance	16
7.11	Suggested Retail Prices	16
7.12	Continuing Consultation	16
7.13	Conferences.....	16
7.14	Marketing Programs	17
7.15	Internet Site.....	17
7.16	Additional Items, Services and Suppliers	17
7.17	Intranet System	17
7.18	Standard of Care.....	18
7.19	Gift Cards and Loyalty Program	18
8.	PAYMENTS AND RECORDS	
8.01	Initial Franchise Fee	18
8.02	Royalty Fee	18
8.03	Marketing Fee	18
8.04	Place and Method of Payment	18
8.05	Late Fee	19

8.06	Taxes	19
8.07	Allocation of Payments	19
8.08	Right of Offset	19
8.09	Books and Records	19
8.10	Reports	19
8.11	Financial Statements	20
8.12	Tax Returns	20
8.13	Ownership Information	20
8.14	Record Retention	20
9.	SYSTEM STANDARDS AND MANUAL	
9.01	System Standards	20
9.02	Modification of Manual	21
9.03	Ownership of System	21
9.04	System Improvements	21
9.05	Variations	21
10.	MARKS	
10.01	Ownership of Marks	21
10.02	Registration	21
10.03	Use of the Marks	22
10.04	Benefits of Usage	22
10.05	Infringement and Litigation	22
10.06	Substitution of Marks	23
11.	CONFIDENTIAL INFORMATION	
11.01	Confidential Information	23
11.02	Protection of Confidential Information	23
11.03	Disclosure of Confidential Information	24
12.	INSPECTIONS AND AUDITS	
12.01	Inspections and Audits	24
12.02	Unapproved Items and Services	24
12.03	Other Corrective Action	25
12.04	Payments	25
12.05	Audit and Inspection Costs	25
13.	RELATIONSHIP OF PARTIES	
13.01	Independence	25
13.02	Joint Status	26
14.	INSURANCE AND INDEMNIFICATION	
14.01	Insurance Coverage	26
14.02	Proof of Insurance	26
14.03	Franchisee Liability	26
14.04	Your Indemnification of Us	27

14.05	Your Indemnification Duties	27
14.06	Our Indemnification of You	27
15.	TRANSFERS	
15.01	Transfers by Us	28
15.02	Transfers by You	28
15.03	Transfer Conditions	28
15.04	Right of First Refusal	29
15.05	Transfer Upon Divorce, Death or Incapacity	29
15.06	No Waiver	30
16.	DEFAULT AND TERMINATION	
16.01	Termination by Us Without Right to Cure	30
16.02	Termination by Us with 10-Day Cure Period	31
16.03	Other Termination by Us	31
16.04	Additional Remedies	31
16.05	Governing State Law	31
16.06	Termination by Franchisee	31
17.	POST TERMINATION OBLIGATIONS	
17.01	Cease Use of System and Marks	32
17.02	Payment of Amounts Owed	32
17.03	Return Manuals and Other Materials	32
17.04	Change of Identification	32
17.05	Transfer of Telephone Number and Listings	33
17.06	Cancel Assumed Name	33
17.07	Customer Lists	33
17.08	Assignment of Lease	33
17.09	Non-Solicitation and Non-Competition	34
17.10	Other Post-Term Obligations	35
17.11	Right to Purchase	35
17.12	Survival of Certain Provisions	35
18.	DISPUTE RESOLUTION	
18.01	Informal Negotiation	36
18.02	Binding Arbitration	36
18.03	Provisional Remedies	38
18.04	Costs of Enforcement	38
18.05	Jurisdiction	39
18.06	Waivers	39
19.	GENERAL PROVISIONS	
19.01	Partial Invalidity	39
19.02	Waivers, Modifications and Approvals	39
19.03	Notices	40
19.04	Governing Law	40

19.05	Counterparts	40
19.06	Construction	40
19.07	Force Majeure	41
19.08	State Addenda	41

20. ACKNOWLEDGMENTS

20.01	Accurate Information	42
20.02	Proper Disclosure	42
20.03	Consultation and Understanding	42
20.04	Reasonable Covenants	42
20.05	No Business Opportunity Representations.....	42
20.06	No Suspected Terrorist	43
20.07	Anti Money Laundering	43
20.08	Limitations on Waivers and Disclaimers	43

EXHIBITS:

- Exhibit A – Approved Location and Trade Name
- Exhibit B – Entity Information
- Exhibit C – Owners Agreement
- Exhibit D – State Addenda
- Exhibit E – Franchisee Questionnaire
- Exhibit F – Index to Defined Terms

ONE STOP NUTRITION®

FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is made by and between One Stop Nutrition Franchising LLC, an Arizona limited liability company (“we” or “us”), and the franchisee identified on the signature page of this Agreement (“you”) as of the date specified as the “Effective Date” on the signature page. In consideration of the following mutual promises, the parties agree as follows:

1. RECITALS

1.01 System and Marks. We have the right to use and to license to our franchisees a proprietary and distinctive system (the “System”) relating to the establishment and operation One Stop Nutrition® stores which sell nutritional supplements and related items, nutritional shakes, and juices for health-conscious customers. We also have the right to use and to license to our franchisees certain service marks, trademarks, trade names, trade dress, logos, slogans and commercial symbols used to identify the Stores or particular items and services offered (collectively, the “Marks”).

1.02 Desire to Franchise. You desire, upon the terms and conditions set forth in this Agreement, to obtain a license to use the System and Marks in the establishment and operation of a One Stop Nutrition® store (the “Store”) to engage in the business of offering and selling nutritional supplements and related items, nutritional shakes, and juices (the “Franchised Business”). We are willing, upon the terms and conditions set forth herein, to license you to establish and operate the Franchised Business using the Marks and the System in a Store at an approved location. Unless the context indicates otherwise, capitalized terms have the meaning ascribed to them in this Agreement. *Exhibit F* to this Agreement indexes the sections in this Agreement where each relevant term is defined.

2. GRANT AND LIMITATIONS

2.01 Grant of Franchise. Subject to all of the terms and conditions in this Agreement, we grant to you, and you accept, the license (the “Franchise”) to use the System and the Marks in connection with the establishment and operation of a Franchised Business at a Store situated at the specific location (“Approved Location”) set forth in *Exhibit A* to this Agreement.

2.02 Limitations on Grant.

(a) System Standards. The Franchise granted by this Agreement is limited to the operation of a Store in strict accordance with the provisions of this Agreement and the standards we specify in writing, as periodically amended, modified, supplemented or deleted, which we impose on our franchisees in connection with participation in the System, including all mandatory and suggested specifications, policies, rules,

techniques and procedures we promulgate about System operation usage (collectively, the "System Standards"). You have no rights under this Agreement to use, and you will not use, the System, Marks or Store premises in connection with any other business, activities, or unapproved items or services.

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

(c) Location. The Franchise granted by this Agreement is limited to a single Store at the Approved Location. The Store must be located at the Approved Location. If a particular site has not been selected and approved at the time this Agreement is signed, *Exhibit A* will describe the Approved Location in general terms. In that case, after we have approved a location for your Store, we will unilaterally modify *Exhibit A* and the specific address of that location will automatically become the Approved Location as if originally set forth in *Exhibit A* instead of the general description. You have no rights under this Agreement to use, and you will not use, the System or Marks at any other location, without our prior express written consent. You will not relocate the Store without our prior express written consent.

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

2.03 Non-Exclusive License. This Agreement does not grant to you any exclusive territory. We, and our affiliates and franchisees may establish and/or operate a Store using the Marks and System at any location. We (on behalf of ourselves and our affiliates) reserve all rights to use the Marks and System, including the following rights, in any manner and on any terms and conditions it deems advisable, and without granting you any rights, accommodation or compensation:

(a) to own, acquire, establish and/or operate, and license others to establish and operate businesses using the Marks and System at any location;

(b) to own, acquire, establish and/or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, at any location;

(c) to sell or distribute, at retail or wholesale or otherwise, directly or indirectly, or license others to sell or distribute, any items which bear any proprietary marks, including the Marks, to any customer wherever located;

(d) to sell items or services by use of the internet, mail order catalog, telemarketing, and similar modes of distribution to any customer wherever located; and

(e) to acquire, or be acquired by, any competing system, including a competing system that has one or more units that compete with you.

2.04 Entity Information. If you are an entity, you must list all of your entity owners, officers, directors and managers and provide other information about the entity in *Exhibit B*. If there is any change or planned change in your entity owners, officers, directors or managers or other information in *Exhibit B*, you will notify us as far in advance as possible, and comply with all other applicable provisions of this Agreement. If we request, you will complete, sign and deliver to us a revised *Exhibit B* reflecting your then-current entity owners, officers, managers and other information in *Exhibit B*.

2.05 Owners Agreement. To induce us to enter into this Agreement with you if you are an entity, you must have each of your owners sign and deliver to us the Owners Agreement in the form attached hereto as *Exhibit C* ("Owners Agreement"). If there is any change in your owners during the term of this Agreement, you will provide us with an updated, signed Owners Agreement.

3. TERM AND EXTENSION

3.01 Term. The term of this Agreement begins on the Effective Date and will continue for a period of 10 years, unless terminated sooner by either party. You have no rights under this Agreement to use, and you will not use, the System or Marks after expiration or termination of this Agreement. Some of your duties and obligations under this Agreement will survive after expiration or termination of this Agreement as provided herein.

3.02 Successor Franchise Rights. If you meet all of the conditions specified in Section 3.03, we will offer you a successor franchise agreement with a term of 10 years to become effective following the expiration of this Agreement.

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

(a) At least 6 months (but no more than 9 months) before the end of the term of this Agreement, you must give us written notice of your request for an extension of franchise rights, and you must pay us a renewal fee equal to 20% of the then-current initial franchise fee.

(b) At least 2 months (but no more than 6 months) before the end of the term of this Agreement, you must upgrade your Store to make it consistent with the then-current System Standards for new Stores.

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

provisions of this Agreement and of any other agreements with us or any affiliate during their respective terms.

(d) At least 1 month before the end of the term of this Agreement, you must sign the then-current version of our standard franchise agreement for similar units, to become effective upon the expiration of this Agreement. You acknowledge that the terms and conditions of that agreement may be materially different from this Agreement, and they might not be as favorable to you. However, you will not be required to pay the then-current initial franchise fee; you will not have another option to extend the Franchise.

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

(f) At least 1 month before the end of the initial term, you (and your owners, if we require) must sign and deliver to us a general release, in a form we will provide, of all claims you or your owners may have against us and any of our affiliates (and our and their respective officers, directors, partners, owners, agents, and employees).

4. YOUR DEVELOPMENT OBLIGATIONS

4.01 Site Selection. You will be solely responsible for locating and obtaining a suitable site for your Store, which we have the right to approve. Before entering into a lease agreement or other binding agreement to acquire the proposed site, you must: submit to us a written description of the proposed site for our approval; provide us with other information regarding the proposed site according to the System Standards or as we reasonably request; and verify to us in writing that the proposed site meets our site selection criteria. We will then approve or disapprove the proposed site. If we disapprove the proposed site, you must select an alternate site and repeat the site approval process until we have approved a proposed site for your Store. You acknowledge and agree that our approval of a site does not constitute a representation or warranty of any kind, express or implied, as to the suitability of the site for a Store or for any other purpose. Our approval of the site indicates only that we believe that a site falls within the acceptable site selection criteria as of that time. If you and we are not able to reach agreement on an Approved Location within 6 months after the Effective Date, we have the option to terminate this Agreement.

4.02 Lease Provisions. After we have approved a proposed site, you must then lease or purchase the approved site. If you will lease the site, your lease must include certain provisions for our protection. You must provide us with a copy of your proposed lease agreement for our review and approval before you sign it. You must not sign the proposed lease agreement until after you have our express written approval. Any lease relating to the Store's premises must contain the following provisions in contractual language acceptable to us:

(a) The use of the leased premises will be restricted solely to the operation of a Store.

(b) The landlord, upon termination or expiration of the lease, consents to the tenant's removal (at the tenant's expense) of the exterior and interior signs and trade fixtures, so long as the tenant makes repairs caused by the removal of these items.

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

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

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

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

(g) The total possible term of the lease (including the initial term and all renewal terms that are at the tenant's option) must be for at least 10 years.

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

4.03 Construction, Remodeling and Build-out. Promptly after obtaining possession of the approved site for the Store, you will: (a) have prepared and submit to us for approval plans for the construction, build-out or remodeling of the site consistent with the System Standards and applicable law; (b) obtain all required permits, licenses, and zoning variances; (c) complete the construction, build-out, and/or remodeling of the Store premises consistent with the approved plans, the System Standards, and applicable law; (d) purchase or lease and install all required equipment, furnishings, fixtures, signs and décor as required by this Agreement and the System Standards; (e) obtain all customary contractors sworn statements and waivers of liens; and (f) otherwise prepare the Store for opening for business as required by this Agreement and the System Standards.

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

4.05 Inventory and Supplies. You must purchase, display and stock in the Store all of the required inventory and supply items, in an adequate mix and quantity of each, all according to the System Standards.

4.06 Commencement of Business. Unless we agree in writing to a later opening date, you must open the Store and begin business within 6 months after the Effective Date of this Agreement. Before opening the Store, you must comply with all of your applicable development and operating obligations under this Agreement, including: (a) obtain all required permits and licenses; (b) properly complete all construction, remodeling and build-out of the Store; (c) properly complete installation of all furnishings, fixtures, equipment and signs; (d) properly display and stock all required inventory and supplies; (e) successfully complete the initial training program; (f) provide to us proper evidence of required insurance coverage; (g) you and your manager(s) must obtain and maintain valid food managers certificates at all times; and (h) provide to us any other information or documents relating to the Store's readiness for opening or your compliance with applicable System Standards. You must obtain our written approval before opening the Store, and you must schedule the opening date for a mutually convenient date.

4.07 Relocation. If your Store's lease expires or terminates without your fault or if the site is condemned, destroyed or otherwise rendered unusable, you must seek our approval to relocate the Store to a new location that meets our then-current site selection criteria, subject to the territorial rights of other Stores operated by franchisees or our affiliates. You must comply with all of the requirements of this Section 4 with regard to any relocation.

5. YOUR OPERATING OBLIGATIONS

5.01 Compliance with System Standards. You will maintain high standards of quality, appearance and operation for the Store. For the purpose of enhancing the public image and reputation of the businesses operating under the System and for the purpose of increasing the demand for items and services associated with the Marks, you will comply in good faith with all System Standards, including those contained in the Manual. You will operate and maintain the Store solely in the manner and pursuant to

the standards prescribed herein, in the Manual and in other materials we provide to you. Any provision in this Agreement requiring you to comply with the System Standards refers only to the applicable System Standards that are phrased as mandatory or required. Any System Standards that are not phrased as mandatory or required are deemed to be suggested and optional at your discretion.

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

5.03 Lease Compliance. You will comply with all of the terms of your lease, sublease, and other agreements authorizing use of the Store premises, and will refrain from any activity which may jeopardize your right to remain in possession of, or to renew the lease or sublease for, the Store premises.

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

5.05 Store Image. You will at all times maintain your Store according to the System Standards, including those standards prescribed in the Manual, such as standards and specifications relating to the safety, maintenance, cleanliness, sanitation, function and appearance of the Store and your equipment and signs

5.06 Use of Store. You must use the Store solely for the operation of the Franchised Business. You must not use or permit the use of the Store for any other purpose or activity without obtaining our prior written consent.

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

5.08 Quality and Customer Service Standards. All items and services you provide under this Franchise will be of high quality, and will conform to the quality and customer service standards we may establish from time to time. If we determine, in our sole discretion, that any of the items or services you have provided are not in the conformance with applicable quality standards, we will give you written notice specifying in reasonable detail the facts and circumstances of your default. After you receive this notice, you will immediately undertake and diligently pursue the efforts we deem necessary to remedy the default, and to bring the items and services you offer into conformance with applicable quality standards within 1 month after your receipt of the default notice. If, after this 1-month period, the items or services at issue do not, in our sole opinion, conform to applicable quality standards, then we will have the right, at our option, to terminate this Agreement in its entirety, upon 1 month's written notice to you.

5.09 Maintenance of Store. You will install and maintain at the Store, at your expense, all furnishings, fixtures, equipment, décor and signs as required by the System Standards. You will not install or permit to be installed on or about the Store premises any furnishings, fixtures, equipment, signs, décor, vending machines, video games, or the like that we have not previously approved. You will not make any material alteration to the Unit, furnishings, fixtures, equipment, décor or signs without our prior express written approval. You will maintain the Store premises, and all furnishings, fixtures, equipment and signs in a clean, attractive condition, and in good working order and repair and according to the System Standards, including those standards and specifications relating to the safety, maintenance, cleanliness, sanitation, function and appearance. You will promptly repair or replace any furnishings, fixtures, equipment, décor or signs that are not in good, safe working order or that otherwise do not conform to the System Standards. All repairs and replacements must comply with the System Standards. If we notify you of any deficiency as to the general state of repair or appearance of the Store's premises, furnishings, fixtures, equipment, signs or décor, you must undertake the action we reasonably specify to correct the deficiency within the time period we specify.

5.10 Refurbishing the Store. Within 6 months after our request, you will: (a) remodel, redecorate, and refurbish the Store at your expense, to conform to the décor, color schemes, and presentation of trademarks and service marks consistent with our then-current image; and (b) upgrade, modify and/or replace furnishings, fixtures and equipment to conform to our then-current System Standards. You will not be required to make significant capital expenditures in this regard during the first 5 years of the term of this Agreement, but you may be required to purchase equipment necessary to offer and sell new items or services.

5.11 Approved Items and Services. You will offer all approved items and services pursuant to the System Standards at the Store, and no other items or services. You must offer all items and services that we require. You will at all times maintain a complete inventory of approved items in whatever amounts and of whatever variety as we may require. We have the right to add additional items and services that you will be required to offer, including seasonal items or services. We may require you to discontinue sales of any items or services at any time for any reason. There are no limits on our right to make these changes. All items and services you provide under this Franchise will be of high quality, and will conform to the quality and customer service standards and other System Standards. You must prepare all menu items exactly in accordance with our recipes and procedures for preparation, decoration and presentation contained in the Manual or in other written directives, and you must refrain from deviating from our standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without our prior express written consent. You must offer all items and special items at the times required and at no other time. You may suggest new recipes and items to us, but you cannot serve the new recipes and items to your customers unless we provide you with our written approval and standards and specifications with respect to their use. If you desire to offer any unapproved items or services, you must first obtain our prior express written consent. You will refrain from deviating from System Standards by the offer, sale or use of any non-conforming items or services, without our prior express written consent.

5.12 Purchasing. You will purchase or procure certain designated items (including furnishings, fixtures, equipment, décor, signs, inventory and supplies) and services (including delivery services) in compliance with any minimum standards or specifications we may periodically establish, and from only the suppliers that we approve. We and our affiliates may be approved suppliers, and we may receive revenues as a result of your purchases from approved suppliers. You may purchase or procure any other approved items or services (those for which an approved supplier is not required) for the Franchised Business from any competent source, so long as the items and services meet or exceed the System Standards. You will maintain at the Store, at your expense, the mix and quantity of inventory and supplies as required by the System Standards.

5.13 Computer and Communications System. You will, at your expense, purchase and maintain the point-of-sale system, cash register, computer system, communication equipment, and related services (including point-of-sale terminals, cash registers,

computer hardware and software, credit/gift card terminals and services, communication equipment, communication services, Internet services, music equipment, dedicated telephone, data and power lines, wi-fi routers, modems, printers, and other related accessories or peripheral equipment) that we may specify for use in the Franchised Business. You will provide any assistance we require to connect your point-of-sale system or computer system with our computer system. All information in your possession, custody or control relating to the Franchised Business and/or Store will be deemed to be our property. We will have the unlimited, independent right at any time to retrieve data and other information from your systems, equipment and software as we, in our sole discretion, deem necessary or desirable. You will provide us with passwords and other information necessary for us to have full access to the data and other information from your systems, equipment and software. You will strictly comply with System Standards for all items associated with your point-of-sale system, computer system and communication equipment and services. You will keep the point-of-sale system, computer system and related equipment and services in good maintenance and repair, and you will promptly install, at your expense, any additions, changes, modifications or substitutions as we may specify periodically. We may require that you license from us proprietary software for use in the Franchised Business, and, if so, you will sign the software license agreement we specify, and you will comply with all of its terms and conditions. You will utilize the point-of-sale system, computer system and communication equipment and services in connection with the Franchised Business pursuant to the System Standards. We will have the right at any time to display and modify any advertisement displayed in your Store (including on any electronic display) as we, in our sole discretion, deem necessary or desirable.

5.14 Marketing.

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

(b) Grand Opening Marketing. You must spend at least \$2,500 on local advertising, public relations, promotion, and other marketing activities in connection with your grand opening. You must submit to us proof of these expenditures within 90 days after your Store first opens for business.

(c) Local Marketing. In order to provide your Store with the best chance of success, you must expend at least 2% of your gross monthly income on your own local advertising, public relations, promotional and other marketing programs for your Store. Your marketing materials must use the Marks correctly, comply with System Standards and applicable law, and be expressly approved by us in writing before use. Upon our request, you will immediately stop using any marketing materials or programs that we, in our sole opinion, deem to be outdated, false, misleading, illegal, in violation of this Agreement, inconsistent with the System Standards, harmful to the System or Marks, or potentially harmful to the goodwill, reputation or customer relations of us or our franchisees or affiliates.

(d) Cooperative Marketing. We may, in our discretion, form local or regional marketing cooperatives covering your Store and the Store of at least one other franchisee for the purpose of developing and implementing local or regional marketing programs. If we require you to join a local or regional marketing cooperative (the "Co-op"), then you must: join the Co-op; participate with other franchisees in the Co-op's marketing programs; and pay your share of the Co-op's marketing expense up to 2% of your Gross Revenues. Any payments you make for the Co-op's marketing will be applied toward your required minimum local marketing expenditures, but will not affect your obligation to pay marketing fees under this Agreement. The Co-op's marketing expenses will be allocated among its members based on the number of participating franchisees or on some other reasonable basis as may be determined by the FAC (if established) or us. We or our designee will be responsible for administering the Co-op; however, we may delegate this authority to the FAC or some other committee of franchisees. The Co-op will operate under written governing documents prepared by us or our designee, which will be made available to you upon reasonable request. An accounting of the operation of the Co-op will be prepared annually by the Co-op, at the Co-op's expense, and made available to Co-op members upon request. We have the right, in our sole discretion, to modify, merge or dissolve any Co-op upon written notice to its members; however, a Co-op will not be dissolved until all of the money in the Co-op has been spent for marketing purposes.

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

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

5.15 Telephone. You will obtain a telephone number for exclusive use in connection with the Franchised Business, and this telephone number will be deemed to be our property. You must also maintain a reliable voice-mail service for receiving telephone messages in connection with the Franchised Business.

5.16 Internet and Social Media. You will not, directly or indirectly, create or maintain an Internet web page, web site address or Internet directory listing relating in any way to your Store, or which uses any Marks, without our prior express written consent. You are prohibited from conducting any aspect of the Franchised Business through the Internet (except e-mail communications) unless pre-approved by us in writing. You may not establish social media accounts or make posts on social media sites regarding the Store or Franchised Business, without our prior express written consent. Our consent for any social media accounts or posts requires that we will be designated as an administrator of the account with complete administrative and editing power, and that we will be provided with current login credentials at all times. We will have the

discretion to modify or delete any social media accounts or posts that do not comply with System Standards and that we have not pre-approved.

5.17 Hours of Operation. You will keep the Store open and in normal operation for the minimum hours and/or days as required by the System Standards, to the extent consistent with local law and your lease. If we reasonably determine that you have failed to keep the Store open and in normal operation for the minimum hours and/or days as required by the System Standards, you will pay us a \$100 fee per occurrence (any full or partial day of improper Store closure) immediately upon demand.

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

5.19 Notification of Legal Proceedings. You will notify us in writing within 5 business days of: (a) the commencement of any legal action, lawsuit, arbitration or other legal proceeding, of which you become aware relating to the Store or the Franchised Business, or which may adversely affect the operation of the Store or your financial condition; (b) any official investigation or inquiry of which you become aware by any court, law enforcement agency or other governmental agency relating to the Store or the Franchised Business, or which may adversely affect the operation of the Store or your financial condition; and (c) the issuance of any order, writ, injunction, award, or decree of any court, agency, arbitrator or other governmental instrumentality, of which you become aware relating to the Store or the Franchised Business, or which may adversely affect the operation of the Store or your financial condition.

5.20 Customer Information. You will disclose all customer information to us pursuant to the System Standards or as we otherwise request. As between you and us, we will own the customer information. Otherwise, you will protect the privacy of your customers by keeping their personal information confidential. You will not disclose customer information to anyone other than to us and to your employees (who have a bona fide need to know) without our prior written consent. You will notify us in writing immediately of any actual or suspected data breach affecting customer information.

5.21 Non-Competition. You (and, if you are an entity, your owners, officers and directors) and your Managers will not engage in, assist, acquire, advise, consult with, be employed by, own, or become associated in any way with, any business whose methods of operation, trade dress or business concept is the same as or similar to that of the System or the Marks, or which primarily offers nutritional supplements, other than the Franchised Business, without our prior express written consent. You will not solicit or otherwise induce our employees or the employees of any of our affiliates or other

franchisee to leave their employment. You will not divert or attempt to divert any business or customer of us or any of our affiliates or franchisees to any competitor.

5.22 Uniforms and Standard of Appearance. You will require your Managers and other employees to wear uniforms and to maintain a standard of appearance while working at the Store, as required by our System Standards. If any inspection of your Store reveals that any person working at the Store is not in uniform, you will pay us a \$50 fee per person per occurrence immediately upon demand.

5.23 Employee Agreements. At the earliest reasonable opportunity and as a condition of employment, your Managers must sign confidentiality and non-competition agreements stating that they will maintain the confidentiality of information they receive in connection with their employment and not compete with any of our franchisees following the end of their employment with you. We may require that these contracts be in a form satisfactory to us, including specific identification of us as a third-party beneficiary of the contracts, with the independent right to enforce them. We may require your other employees to sign similar agreements. You will provide us with a copy of each of these agreements at the time signed and each time we request a copy.

5.24 Noninfringement. At all times during the term of this Agreement, you must operate the Store in a manner that does not infringe upon the copyrights, trademarks, service marks or other intellectual property of any other person or entity. You will advise us immediately if you receive any cease-and-desist demand or other notification that your operations may be infringing on the rights of others.

5.25 Delivery. You will strictly follow all System Standards regarding delivery of items, including those System Standards regarding the use of third-party delivery services.

5.26 Best Efforts. At all times during the term of this Agreement, you will use your best efforts to develop the Franchised Business, to develop the market for items and services offered by the Franchised Business, to increase the market share of the Franchised Business within the Territory, and to otherwise develop and promote the Franchised Business in the Territory.

6. STORE MANAGEMENT

6.01 Management. At all times during the term of this Agreement, you will designate a manager who meets our educational, managerial and business experience standards, and who will devote full time, energy, attention and best efforts to the management and operation of the Store ("Manager"). If you are an individual, you may serve as the Manager. If you are an entity, an owner, officer or other qualified employee may serve as the Manager. You will designate to us in writing the identity of your initial Manager as soon as possible after the Effective Date of this Agreement. You will designate to us in writing the identity of each successor Manager immediately after the prior Manager ceases to serve as Manager.

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

6.03 Other Training. You and your Manager must attend any additional or refresher training programs that we designate as mandatory for franchisees and managers, respectively. You will be responsible for all travel, transportation, lodging, meals and incidental expenses and compensation of the people you send for additional or refresher training programs, and you will pay us the cost of providing training materials (if any), and any tuition we may impose under Section 7.09. All training materials are confidential, and will remain our property.

6.04 Employee Training. On or before the opening date of the Store, you will hire and train an adequate number of staff for the operation of the Store according to our System Standards. You will maintain competent and conscientious personnel to operate the Store in accordance with this Agreement and the Manual. You will train or cause the training of all of your personnel as and when required by prudent business practices, System Standards, or this Agreement. You acknowledge and agree that you will be solely and exclusively responsible for all issues and liabilities relating to or arising out of your employment relations.

7. ASSISTANCE BY US

7.01 Store Location. We will provide you with our standard site selection criteria and standard Store layout plans and specifications. We will also provide you with the assistance and consultation we deem advisable regarding site selection and/or the layout of the Store at the Approved Location. You acknowledge that we will have no obligation to select or acquire a site on your behalf. We disclaim all liability for the consequences of approving a particular site. Our site selection assistance does not

constitute any warranty or guaranty that the Franchised Business will be profitable or otherwise successful at the Approved Location.

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

7.03 Store Construction, Remodeling and Build-Out. We will provide you with the assistance and consultation we deem advisable regarding constructing, remodeling or build-out of the Store. If you will need to deviate from our standard Store layout plans and specifications because of space requirements, landlord restrictions or local law, we will consider your proposed plans and specifications Store, and, if they are acceptable to us in our discretion, we will approve them.

7.04 Loan of Manual. Within 15 days after we sign this Agreement, we will make available to you on loan to you for the term of this Agreement a printed copy and/or electronic copy of our current operations manual, and we will later provide you with all periodic modifications thereto and any other manual we may develop specifying the System Standards (collectively, the "Manual"). You acknowledge that the Manual will at all times remain our sole and exclusive property. If the printed copy of the Manual loaned to you is lost, stolen or destroyed before you return it to us or is otherwise not returned to us upon demand for any reason, you must pay us a replacement fee of \$5,000, representing partial value of the trade secrets and other proprietary information contained in the Manual.

7.05 Furnishings, Fixture, Equipment, Décor and Signs. We will provide you with standard lists and/or specifications for approved furnishings, fixtures, equipment, décor and signs. We will provide you with standard lists of any authorized suppliers of any of these items. We will provide you with the assistance and consultation we deem advisable regarding required furnishings, fixtures, equipment, decor and signs.

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

7.07 Purchasing Assistance. Although you are responsible for purchasing or leasing items and services for use in connection with the Franchised Business, we and/or our affiliates may offer optional assistance to you with purchasing or leasing items or services. We may require minimum standards or specifications for items and services, specify approved items and services, and restrict the suppliers authorized to sell or provide certain items and services in order to control quality, provide for consistent

service or obtain volume discounts. We will provide you with System Standards for items and services, and our list of approved suppliers. You acknowledge that we and/or our affiliates may be the sole approved suppliers for certain approved items and services, and that we and our affiliates and owners may derive revenues as a result of your purchase of approved items and services.

7.08 Initial Training. We will provide initial training to you, your initial Manager and one other approved person on mutually-convenient dates. All initial training we provide will be offered, in our sole discretion, at a Store operated by a franchisee or an affiliate, at our training facility, or at some other location in the United States we select, and will be subject to the provisions of Section 6.02.

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

7.10 Pre-Opening and Opening Assistance. We will provide you with pre-opening assistance and consultation as we deem advisable. We will provide materials for an opening promotion and initial marketing for the Store, which promotion and marketing will be conducted at your expense.

7.11 Suggested Retail Prices. We will provide you with suggested prices, and/or with maximum authorized prices for your items and services, if allowed by applicable law. You may sell your items and offer your services at any prices you determine and will in no way be bound by any price we recommend or suggest (subject, however, to any maximum price we establish, if allowed by applicable law). In determining prices, you must consider the general image and overall competitive strategy of the Store and the System.

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

7.13 Conferences. We may sponsor periodic conferences for our franchisees, at which seminars, workshops and other training may be conducted. We may require you

or your Manager to attend each conference. We may charge you a fee for any conference to cover our expenses.

7.14 Marketing Programs. We will implement one or more Marketing Programs, and we (or our designee or affiliate) will administer the Marketing Programs. We will determine in our sole discretion: the nature and type of program; the nature and type of media placement; the allocation (if any) among national, regional and local markets; the nature and type of advertising copy and other marketing materials; and all other aspects of the Marketing Programs. We do not promise that you will benefit directly or proportionately from any Marketing Programs. On occasion, we may make available to you local advertising materials and programs, at your cost. We will use the marketing fees we collect from franchisees to pay for the Marketing Programs and to reimburse our reasonable direct and indirect costs, overhead and other expenses (and those of our designee or affiliates) of providing services and materials relating to the Marketing Programs. We and our affiliates are not obligated to contribute money to the Marketing Programs or otherwise supplement the marketing fees; however, Stores owned and operated by us or our affiliates may voluntarily contribute to the Marketing Programs on the same basis as our franchisees. We have the right to terminate any Marketing Program, at our discretion. However, any termination will not be effective until all marketing fees we have collected for the Marketing Program have been expended.

7.15 Internet Site. We will sponsor and maintain the official One Stop Nutrition® web site on the Internet. So long as you are not in default under this Agreement, we will list your Store on the official web site.

7.16 Additional Items, Services and Suppliers. If you desire to offer additional items or services that we have not approved, or desire to purchase approved items and services from any supplier who we have not approved, we will consider any written request by you for approval of additional items, services or suppliers (although we are not obligated to approve any). We will notify you of our approval or disapproval of any new item, service or supplier requested by you within 120 days after we have received all of the relevant information we requested. We may withhold approval of any item, service or supplier, as we determine in our discretion. We can revoke approval of an approved supplier at any time in our sole discretion, and we will notify you of any revocation of supplier approval.

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

7.18 Standard of Care. For all services we or our affiliates or designees provide to you under this Agreement, we and our affiliates and designees will act with commercial reasonableness. We and our affiliates and designees disclaim any fiduciary duty to you and disclaim any standard of care higher than commercial reasonableness.

7.19 Gift Cards and Loyalty Program. We have adopted a gift card program and loyalty program for the System. You must fully participate in these programs, according to our System Standards.

8. PAYMENTS AND REPORTS

8.01 Initial Franchise Fee. When you sign this Agreement, you will pay us an initial franchise fee of: (a) \$30,000 if this is your first or second franchise agreement with us in effect at the same time; or (b) \$20,000 if this is your third or fourth franchise agreement with us in effect at the same time; or (c) \$15,000 if this is your fifth or greater franchise agreement in effect with us at the same time. This initial franchise fee is in consideration of the administrative and other expenses we incurred in entering into this Agreement, and for our lost or deferred opportunity to enter into a similar arrangement with others. The initial franchise fee is non-refundable, and is fully earned when we sign this Agreement.

8.02 Royalty Fee. During the term of this Agreement, and for as long as you are using the System or Marks, you will pay us a continuing Royalty Fee equal to 6% of all revenues you receive from the sale of any items and services, and all other income of every kind and nature related to the Franchised Business or Store operations, whether for cash or credit, and regardless of collection in the case of credit, but not including: (a) any sales taxes or other taxes you collect for transmittal to the appropriate taxing authority; or (b) any bona fide refunds you make to customers (collectively, "Gross Revenues"). For clarification, the Royalty Fee on each delivery order using a delivery service will be based on the total value of the order without any deductions for delivery fees or commissions.

8.03 Marketing Fee. During the term of this Agreement, you will also pay us a continuing Marketing Fee equal to 2% of your Gross Revenues.

8.04 Place and Method of Payment. You will pay us, without billing or demand, all Royalty Fees and Marketing Fees required by this Agreement, by Tuesday of each week for the preceding business week (Monday through Sunday). All fees and other payments due to us under this Agreement will be made to us at our headquarters in Scottsdale, Arizona, or as we otherwise specify in writing. We have the right to initiate fee payments and/or to require you to transmit fees and other payments to us by means of electronic fund transfers, sweep accounts, Internet payment methods, or other methods in accordance with procedures that we may establish in the Manual or otherwise specify in writing. If we require special means of payment, you will establish any required accounts and sign all documents reasonably required, and will otherwise cooperate with us, to effectuate these means.

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

8.06 Taxes. If any federal, state, or local tax (other than an income tax) is imposed upon any fees you paid us under this Agreement, which we cannot offset against taxes we are required to pay under the laws of the United States or the state of our domicile, you agree to compensate us in the manner we prescribe so that the net amount or net rate we receive is no less than that which has been established by this Agreement.

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

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

8.09 Books and Records. You will maintain complete and accurate accounting books and records relating to the Franchised Business in accordance with generally-accepted accounting principles, subject to this Agreement and other reasonable accounting standards we may specify periodically. Your books and records must reflect all sales made and other business activities conducted by you in connection with the Franchised Business, the Unit, and the System or Marks. If we require, you will use the approved suppliers we specify, including any approved supplier of bookkeeping services, bill paying services, accounting services, and payroll services.

8.10 Reports. You will prepare written periodic reports, in the forms required by the System Standards, containing the information we require about your operations during each reporting period. You will submit all required weekly reports by Tuesday each week for the preceding business week (Monday through Sunday). You will submit all required monthly reports to us within 15 days after the month to which they relate, and all other reports within the time period required by the System Standards. You will prepare and submit other reports and information about your operations as we may reasonably request in writing or as required by the System Standards. We may require, at our option, that certain reports you are required to submit be certified as accurate and complete by you, your owners or your chief financial officer, and that certain reports be submitted using the formats and communication media that we specify. When

submitted to us, all reports become our property and may be used or disclosed by us as provided or in combination with other information as we determine is in the interest of the System.

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

8.12 Tax Returns. Promptly upon our request, you will furnish us with a copy of each of your reports and returns of sales, use and gross receipt taxes and complete copies of any state or federal income tax returns covering the operation of the Franchised Business, all of which you must certify in writing as being accurate and complete.

8.13 Ownership Information. Within 5 days after any change in the entity information in *Exhibit B* and each time we request, you will furnish to us an updated list of all holders of legal and beneficial interests in your business entity, together with description and percentage of ownership amount, addresses and telephone numbers, certified in writing as being accurate and complete. If any of your general partners, officers, directors or limited liability company managers cease to serve in that capacity, or if any individual is elected or appointed as a new general partner, officer, director or limited liability company manager, you will notify us within 10 days after the change. Any of your new owners must sign an Owners Agreement with us.

8.14 Record Retention. You will retain copies of all reports, and originals or copies of all other information, books, records, and other materials relating to operation of the Franchised Business for a period of 5 years following their respective dates, or any longer period required by applicable law.

9. SYSTEM STANDARDS AND MANUAL

9.01 System Standards. At present, the System includes (a) our trade secrets and other intellectual property, including Confidential Information (as defined in Section 11.01), the Manual and know-how; (b) marketing, advertising, publicity, public relations and other promotional materials and programs; (c) System Standards; (d) training programs and materials; and (e) service quality and customer satisfaction standards and programs. You acknowledge and agree that every detail of the System is important to us and all of our franchisees in order to develop and maintain high and uniform operating standards, to increase the demand for the items and services marketed by all franchisees, and to protect our reputation and goodwill. You will maintain the high System Standards with respect to your Store premises, facilities, furnishings, fixtures, equipment, signs, services, items, and operations. You will strictly comply with all of the

mandatory System Standards in the Manual or that we otherwise provide to you in writing.

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

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

9.04 System Improvements. All present and future distinguishing characteristics, improvements and additions to, or associated with, the System by us, you or others, and the associated goodwill will be our property, and will exclusively benefit us. Any concept, process, service, or improvement in the operation or promotion of the Store you may develop will become our property, and we may use or disclose it to others without any obligation to compensate you for it.

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

10. MARKS

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

10.02 Registration. We or our affiliates have taken and will take all steps reasonably necessary, in our and their sole opinion, to preserve and protect ownership of, and the validity of, the Marks. You will not apply for governmental registration of the Marks, or

contest the registration status of the Marks. You will display the Marks, and give notice of trademark registration and claims in the following manner: "One Stop Nutrition®" (or as otherwise required in the Manual). You will cooperate fully and in good faith with us and our affiliates for the purpose of maintaining registrations and prosecuting applications for the Marks, and otherwise securing and preserving their rights in and to the Marks.

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

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

10.05 Infringement and Litigation. You will promptly notify us in writing of (a) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information (as defined in Section 11.01) or other System intellectual property, and (b) any threatened or pending litigation related to the Marks or System against (or naming as a party) you or us, of which you become aware. We or our affiliates will handle disputes with third parties concerning use of all or any part of the Marks or System in any manner we or they deem appropriate, in our or their sole discretion. You will cooperate fully and in good faith with our or their efforts to resolve these disputes. We or our affiliates may bring suit in your name or join you as a party to the relevant proceedings. We or our affiliates may resolve any dispute by obtaining a license of the property for you at no expense to you, or by requiring that you discontinue using the infringing property or modify use to avoid infringing the rights of others. We need not initiate suit against imitators or infringers who do not, in our sole opinion, have a material adverse impact on the Franchised Business, and we need not initiate any other suit or proceeding to enforce or protect the Marks or System in a matter that we do not believe, in our sole opinion, to be material. We will defend you against any third-

party claim, suit, or demand arising out of your use of the Marks. If we determine in our sole discretion that you have used the Marks in accordance with this Agreement, we will bear the cost of your defense, including the cost of any judgment or settlement. If we determine in our sole discretion that you have not used the Marks in accordance with this Agreement, you must bear the cost of your defense, including the cost of any judgment or settlement. If there is any litigation relating to your use of the Marks, you will sign all documents and do all acts as may be necessary in our opinion to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except to the extent that any litigation results from your use of the Marks in a manner inconsistent with the terms of this Agreement, we will reimburse you for your out-of-pocket litigation costs in cooperating with us in the litigation.

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

11. CONFIDENTIAL INFORMATION

11.01 Confidential Information. We possess certain non-public trade secrets, proprietary information, technical data, or know how which relate to our business, System, services or items, or to a Franchised Business, including the Manual, System Standards, specialized operating methods, quality-control systems, training materials, recipes, ingredients, and information regarding salary, research, items, services, developments, inventions, processes, techniques, designs, marketing, finances, and operations (collectively, "Confidential Information") that we will provide to you. You will also obtain other Confidential Information during the term of this Agreement. You acknowledge that your entire knowledge of the operation of a nutritional supplement store, including the method of establishing this type of store, marketing, and selling nutritional supplements, and the related specifications, standards, and procedures involved in the operation of a Store are derived solely from Confidential Information we disclosed (or will disclose) to you.

11.02 Protection of Confidential Information. You will use the Confidential Information only in the operation of the Franchised Business, and you will not disclose Confidential Information to others, except as expressly authorized by this Agreement. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information must be limited to only your employees who need the Confidential Information to perform their jobs and who are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not copy or permit copying of Confidential Information. Your obligations under this section begin when you sign this Agreement and continue for trade secrets as long as they remain secret, and, for other Confidential

Information, for as long as we continue to use the information in confidence (even if edited or revised) plus 3 years. We will respond promptly and in good faith to any inquiry by you about continued protection of any Confidential Information.

11.03 Disclosure of Confidential Information. Notwithstanding anything to the contrary in this Section 11, you may disclose Confidential Information if you are required by law to disclose it, provided that you give us at least 10 days notice, if feasible, of your intent to disclose. You may also disclose Confidential Information to your attorneys, accountants, financial and investment advisors, bankers or lending institutions, and other advisors and consultants of a similar nature, provided that any disclosure is only to the extent necessary for your advisors to perform their services for you, and provided that these persons have the obligation to, or otherwise agree, to keep the Confidential Information confidential. At our request, you will require that your officers and other employees sign covenants to maintain the confidentiality of any Confidential Information, and these covenants will be in a form acceptable to us and will identify us as a third-party beneficiary with the independent right to enforce them.

12. INSPECTIONS AND AUDITS

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

12.02 Unapproved Items and Services. You acknowledge that the offer or sale of any unapproved items or services at the Store constitutes a material breach of this Agreement and good cause for termination of this Agreement. You authorize us to cure any default under this Section 12.02 on your behalf by removing and disposing of any unapproved items and unapproved equipment and other materials from the Store. Any dispute between you and us as to whether any item, service or equipment is approved will be governed by the official lists we maintain at our principal place of business. You hereby grant us all of your right, title and interests in and to any unapproved items and

equipment at the Store, and waive any claims you may have against us arising from the removal and disposal of any unapproved items and unapproved equipment and other materials. You acknowledge that we have the right to physically remove any unapproved items and equipment from the Store, and to dispose of them in any way we desire, without any compensation to you.

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

12.04 Payments. You will pay us any underpayment of royalty and marketing fees discovered by an audit. If an audit discovers any overpayment of royalty and marketing fees we will pay to you or credit your account the amount of any overpayment during the preceding 24 month period. No claim for overpayment of fees may be asserted for any period more than 24 months before the claim is made.

12.05 Audit and Inspection Costs. You will pay us for the reasonable travel, lodging and meal expenses, and other audit and inspection costs we incur if you or your owners, officers, Managers, employees, agents or representatives fail to fully cooperate with our auditors or inspectors, or if the audit reveals that you paid us less than 98% of the correct amount of fees for any month. We may publish or disclose the results of our inspections and audits. Our rights under this Section 12.05 survive for 2 years after expiration or termination of this Agreement, or any Transfer.

13. RELATIONSHIP OF THE PARTIES

13.01 Independence. You are an independent contractor operating your own business as a franchisee of ours. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over, and have full responsibility for, all of your contracts, daily operations, labor relations, employment practices and policies, including the recruitment, selection, hiring, disciplining, firing, compensation, work rules, and schedules of your employees. At all times, including in connection with all uses of any of the Marks, in connection with the operation of the Franchised Business, and in connection with all dealings with customers, suppliers, public officials, the general public, and others, you will conspicuously indicate your status as an independent contractor, including in all contracts, advertising, publicity, promotional and other marketing materials, and on any signage and uniforms, and in the manner specified in the Manual or as we otherwise may require. You will not make any express or implied agreements, guarantees or representations, or incur any debt in our name or on our behalf. You will not represent that the relationship between you and us is anything other than a franchise relationship. We will not be obligated by or have any liability under any agreements or representations made by you, and we will not be

obligated for any damages to any person or property directly or indirectly arising out of the operation of the Franchised Business or the Store. The parties acknowledge and agree that any restrictions imposed upon you under this Agreement are intended to protect our legitimate interests in the public image and reputation of our Marks, trade name and business, to protect the Confidential Information and other proprietary rights of us and our affiliates, and to maintain the System Standards that are a hallmark of our franchise system. The parties acknowledge and agree that any restrictions imposed upon you under this Agreement are not intended to control or otherwise affect the time, manner or method of your day-to-day operation of the Franchised Business.

13.02 Joint Status. If you comprise 2 or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among these persons or entities), the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all these persons or entities.

14. INSURANCE AND INDEMNIFICATION

14.01 Insurance Coverage. Before your Store first opens for business, you will obtain insurance in the types and amounts of coverages, limits, and other requirements specified in our franchise disclosure document, and issued by carriers that meet the qualifications specified in our franchise disclosure document. You will maintain all required insurance in force during the term of this Agreement, and you will obtain and maintain any additional or substituted insurance coverage, limits and other provisions, from qualified carriers, as we may periodically require. We may also reasonably increase the minimum liability requirements annually and otherwise modify the insurance requirements. You must promptly comply with any modified insurance requirements. If you fail to purchase required insurance conforming to our standards, we may obtain insurance for you, and you will pay us the cost of insurance plus a 10% administrative surcharge. Your compliance with these insurance provisions does not relieve you of any liability under any indemnity provisions of this Agreement.

14.02 Proof of Insurance. Before your Store first opens for business, you will provide us with a copy of each certificate of all required insurance policies which must describe the applicable deductibles for each policy. You will promptly provide us with copies of each certificate for all renewal or replacement insurance policies. Within 10 days after we request, you will provide us with a copy of any of your insurance policies we request.

14.03 Franchisee Liability. You acknowledge and agree that, as between you and us, you will be solely and exclusively liable for any damage to or loss of the Store, the Store premises, furnishings, fixtures, equipment, décor, signs, inventory, supplies, and other personal property of any person or entity caused by or resulting from the negligent or intentional action or misfeasance by you, your employees, agents, contractors, invitees or customers. You further acknowledge and agree that, as between you and us, you will be solely and exclusively liable for any death or personal injury caused by or resulting from the negligent or intentional action or misfeasance by you, your

employees, agents, contractors, invitees or customers. You further acknowledge and agree that you will be solely and exclusively liable for any Losses and Expenses (defined below) within the scope of Section 14.04. This paragraph is not intended and does not convey any benefit to any third party.

14.04 Your Indemnification of Us. Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold us and our affiliates, the respective officers, directors, partners, shareholders, employees, agents and contractors of these entities, and the successors, assigns, personal representatives, heirs and legatees of all of these persons or entities, (collectively, the “Indemnitees”) harmless, to the fullest extent permitted by law, from and against all payments or obligations to make payments either (a) to or for third party claimants by any and all Indemnitees, including refunds, or (b) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including investigation and trial charges, costs and expenses, attorneys’ fees, experts’ fees, court costs, settlement amounts, judgments and costs of collection (collectively, “Losses and Expenses”), incurred by any Indemnatee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, actually or allegedly, directly or indirectly, relating to, arising out of, or resulting from or in connection with: any transaction, occurrence or service involving the Franchised Business or the Store; your marketing, selling, or providing of items and services; and any breach or violation of any agreement (including this Agreement), or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, Managers, employees, and agents of you or your affiliates. Losses and Expenses include those arising from latent or other defects of your Store, whether or not discoverable by us, those arising from the death or injury to any person, and those arising from damage to the property of any person, WHETHER OR NOT SUCH LOSSES AND EXPENSES WERE ACTUALLY OR ALLEGEDLY CAUSED IN WHOLE OR IN PART THROUGH THE ACTIVE OR PASSIVE NEGLIGENCE OF ANY INDEMNITEE, OR RESULTED FROM ANY STRICT LIABILITY IMPOSED ON ANY INDEMNITEE

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

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

15. TRANSFERS

15.01 Transfer by Us. We have the right to transfer or assign all or any part of our rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of our obligations under this Agreement, the assignee will expressly assume and agree to perform these obligations, and will become solely responsible for all of our obligations under this Agreement from the date of assignment. Without limiting the foregoing, you expressly acknowledge that we may sell our assets, Marks, or System; may sell our securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

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

15.03 Transfer Conditions. We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer, when required under Section 15.02 until the transferee and you meet certain conditions. If a Transfer is to occur: (a) the proposed transferee must apply for a One Stop Nutrition® franchise and must meet all of our then-current standards and requirements for becoming a One Stop Nutrition® franchisee, in our sole discretion; (b) you or the proposed transferee must provide to us in writing the circumstances of the proposed Transfer; (c) the proposed transferee must provide to us the same supporting documents as a new franchise applicant; (d) you or the proposed transferee must pay us a transfer fee of \$15,000; (e) the proposed transferee must sign the form of franchise agreement we then offer to prospective franchisees, which agreement will generally provide for a new term equal to the remaining term of this Agreement, and the transferee's owners will sign the form of owners agreement we then require of franchisees' owners; (f) the proposed transferee and its manager must complete to our satisfaction the initial training then required for new franchisees and their managers; (g) you or the proposed transferee must refurbish

the Store to conform to our then-current standards and specifications; (h) we must receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you and your owners and affiliates, and the transferee and its owners and affiliates, under this Agreement or otherwise; (i) you must not be in default under this Agreement or any other agreement with us or any of our affiliates; (j) you must give us at least 30 days prior written notice of any proposed Transfer; and (k) you or the transferee must provide us with any additional information that we may reasonably request. We may withhold consent to the proposed transfer until all of these conditions are completely satisfied.

15.04 Right of First Refusal. Any individual or entity holding any direct or indirect interest in this Agreement or in a substantial portion of the assets of the Store or in you (if you are an entity) and who desires to accept any bona fide offer from a third party to purchase the relevant interest or assets must notify us in writing of each offer, and must provide the information and documentation relating to the offer as we may require. We have the right and option, exercisable within 30 days after receipt of this written notification, to send written notice to the seller that we or our designee intend to purchase the seller's interest on the same terms and conditions offered by the third party. If we or our designee elect to purchase the seller's interest, closing of the purchase will occur within 60 days from the date of notice to the seller of the election to purchase by us or our designee. If we decline to purchase the seller's interest, the seller will have 90 days from the date it gives written notice to us of its purchase offer to sell its interest on the same terms and conditions and to the same transferee as described to us in the written notice. Any material change thereafter in the terms of the offer from a third party will constitute a new offer which will be subject to our right of first refusal under this Agreement. Our failure to exercise the option afforded by this Section 15.04 will not constitute a waiver of any other provision of this Agreement, including all of the other requirements of Section 15.03 with respect to the proposed Transfer. If the consideration, terms or conditions offered by a third party are of the type that we or our designee may not reasonably be able to furnish the same consideration, terms or conditions, then we or our designee may purchase the relevant interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration terms or conditions offered by the third party, then each party will select an independent appraiser. The 2 appraisers will then have up to 15 business days to agree on a reasonable equivalent in cash. If they cannot agree during that period, then they will jointly select a third independent appraiser, whose decision will be final and binding on the parties. We may decline to purchase the seller's interest following the appraisal for any reason or no reason. The parties will split the costs of the appraisal.

15.05 Transfer Upon Divorce, Death or Incapacity. Upon the divorce, death or incapacity of you (if you are an individual) or in a majority owner of you (if you are an entity) which will likely result in the assumption of ownership or control of the Franchised Business by an unapproved owner, we will have the right to purchase some or all of the assets of the Franchised Business under Section 17.11. If we exercise this right, you and your majority owner (in the event of divorce), or the guardian, conservator, attorney

in fact, executor, administrator, personal representative, trustee, beneficiaries and heirs of the relevant person (in the event of death or incapacity) must fully cooperate with us in an orderly transfer. If we do not elect to exercise this right, you, your majority owner, or the guardian, conservator, attorney in fact, executor, administrator, personal representative, trustee, beneficiaries or heirs of the relevant person must transfer the relevant interest to a third party approved by us as soon as practically possible, and in no event more than 6 months after the relevant death, divorce or incapacity, unless you have our prior express written consent. This transfer, including any transfer by devise or inheritance, will be subject to the same conditions as other Transfers under this Agreement. However, in the case of transfer by devise or inheritance, if the heirs or beneficiaries of the relevant person are unable or unwilling to meet the conditions in Section 15.03, the executor, administrator, trustee or personal representative of the deceased person will have a reasonable time (but no longer than 6 months following the relevant death or incapacity) to transfer the interest in the Franchised Business, which will be subject to all the terms and conditions for Transfers contained in this Agreement. If the interest is not transferred within this period, we may terminate this Agreement under Section 16.01.

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

16. DEFAULT AND TERMINATION

16.01 Termination by Us without Right to Cure. You will be deemed to be in material uncurable default under this Agreement, and we may terminate this Agreement for good cause effective immediately upon delivery of notice of termination to you (or upon such later date as we may specify), for any of the following grounds: (a) you are judged a bankrupt, become insolvent, make an assignment for the benefit of creditors, are unable to pay your debts as they become due, a petition under any bankruptcy law is filed against you, or a receiver or other custodian is appointed for a substantial part of the assets of the Store; (b) you or any of your owners are convicted of a felony or other crime which we reasonably consider to impair the goodwill associated with the Marks; (c) you or any of your owners engage in any activity that could reasonably be characterized as fraudulent, dishonest, immoral or indecent; (d) you or any of your owners engage in any other activity which we reasonably consider to impair the goodwill associated with the Marks; (e) you or your owners made any material misrepresentation or omission in the application for the Franchise; (f) you make an unauthorized Transfer; (g) the interest of a divorcing, deceased or mentally incapacitated person is not timely Transferred in accordance with the terms of this Agreement; (h) you intentionally understate the Store's revenues in any report or financial statement; (i) you commit any 2 or more defaults under this Agreement within any 12-month period, regardless of whether any default is cured; (j) you fail to operate or keep the Franchised Business open for the required hours and days of operation without our express written approval; (k) you default under any loan, lending agreement, mortgage, deed of trust or lease with any party covering the Store's premises, and the other party treats the relevant act or

omission as a default, and you fail to timely cure the default; (l) you terminate your lease covering the Store or this lease expires, and you and we do not reach agreement on another suitable location and a re-opening schedule for your Store before this termination or expiration of your lease (m) you fail to begin operation of the Store within 6 months from the Effective Date of this Agreement; (n) you sell, offer for sale, or give away at the Store any items or services which have not been previously approved by us in writing, or which have been subsequently disapproved, and you fail to cease these sales or gifts within 24 hours after receipt of notice by us; (o) you suffer termination of any other agreement with us or any of our affiliates; (p) we make a reasonable determination that continued operation of the Franchised Business by you could result in an imminent danger to public health or safety, or welfare; or (q) you cease operations at the Store without our prior express written consent or without giving us at least 6 months' notice of your intent to close.

16.02 Termination by Us With 10-Day Cure Period. If (a) you fail or refuse to timely pay any amounts owed to us or any of our affiliates, or (b) you fail to obtain or maintain insurance as required by this Agreement, we may, at our option, terminate this Agreement by giving you 10 days' written notice of default. If you do not cure the default within this 10-day period (such as by paying amounts owed, or obtaining required insurance), then we may terminate this Agreement for good cause effective upon delivery of notice of termination to you (or upon such later date as we may specify).

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

16.04 Additional Remedies. We may deny you the benefits of the System for any default under this Agreement, and discontinue System benefits to you for the duration of the default. We may institute proceedings to collect amounts due under this Agreement without first issuing a default or termination notice. Our consent or approval as may be required under this Agreement or the System Standards may be withheld while you are in default under this Agreement or may be conditioned on the cure of all of your defaults. Our termination of this Agreement pursuant to this Section 16 will be in addition to all other remedies, in law or in equity, available to us.

16.05 Governing State Law. If a longer notice or cure period or a different good cause standard is prescribed by applicable law, this law will apply to any termination of this Agreement. In that case, the terminating party may terminate this Agreement after complying with applicable law.

16.06 Termination by You. You may terminate this Agreement if we have committed a material breach this Agreement and have failed to cure the breach within 60 days after we receive written notice of the breach from you.

17. POST TERMINATION RIGHTS AND OBLIGATIONS

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

17.02 Payment of Amounts Owed. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately pay all sums you owe us and our affiliates. Upon termination for any default by you, the sums you owe will include actual and consequential damages, costs, and expenses we incurred as a result of your default. If we terminate due to your cessation of operations at the Store without our prior express written consent or without giving us at least 6 months' notice of your intent to close, the early termination damages you will owe to us will include the greater of: (a) \$10,000 or (b) 6% times 12 times the average monthly Gross Revenues for the Store during the last 12 months (or such lesser period as the Store was in operation), which you agree to pay to us upon demand.

17.03 Return Manual and Other Materials. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately return to us the Manual, any training materials, other proprietary information, all trade secrets and confidential materials owned or licensed by us, and all copies thereof. If you fail to return the Manual to us within 5 days after any expiration or termination of this Agreement, you must pay the manual replacement fee specified in Section 7.04. You must also comply with all of your obligations under any supply agreement you may have with us or any of our affiliates (including any obligation to return proprietary products).

17.04 Change of Identification. Upon the expiration or termination of this Agreement by any means or for any reason, you will, upon our request, immediately remove or obliterate the Marks from all marketing materials, supplies, signage and other items bearing any Marks. You will follow the other steps we may require in the Manuals or otherwise in writing for changing the identification of your premises and/or operations. You will promptly paint over or remove the distinctive System trade dress, color schemes, signage and other physical features. You will not use any reproduction, counterfeit copy, or colorable imitation of the Marks either in connection with any business or the promotion thereof, which is likely to cause confusion, mistake, or deception or which is likely to dilute our exclusive rights in and to the Marks, and you will not utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us so as to constitute unfair competition. You will make modifications or alterations to the Store premises

immediately upon expiration or termination of this Agreement as may be necessary to prevent any association between us or the System and any business later operated by you or others, and will make specific additional changes thereto as we may reasonably request for that purpose. If you fail or refuse to comply with the requirements of this Section 17.04, we will have the right to enter upon the Store premises to make or cause to be made any changes as may be required at your expense, which expense you agrees to pay us upon demand. We will exercise reasonable care in making these changes, but we will have no obligation or liability to restore your premises to its condition before making these changes. We will have the right to remove or obliterate the Mark-bearing portion of your supplies and equipment, and you will promptly pay or reimburse us for our costs of doing so.

17.05 Transfer of Telephone Number and Listings. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately take whatever action we may require to transfer and assign to us or our designee all telephone numbers, white and yellow page telephone references and related advertisements. You acknowledge that we have the sole rights to and interest in all telephone numbers and directory listings relating to any Mark, and you authorize us to direct the telephone company and all listing agencies to transfer all telephone numbers and directory listings to us or our designee. If you fail or refuse to do so, the telephone company and all listing agencies may accept our direction as evidence of our exclusive rights in the telephone numbers and directory listings and our authority to direct the transfer. You agree to sign any written authorizations or pre-approved authorizations in the form prescribed by us directing the telephone company and any listing agencies to transfer all telephone numbers and directory listing to us or our designee upon the occurrence of any termination or expiration. You appoint us as your attorney-in-fact for this purpose. You acknowledge that this power is coupled with an interest, and is therefore irrevocable. You will use your best efforts to assist us and our designee in an orderly transfer of these matters.

17.06 Cancel Assumed Name. You will take whatever action is necessary to cancel any assumed name or equivalent registration which contains the Marks, and you will furnish us with evidence satisfactory to us of compliance with this obligation within 10 days after termination or expiration of this Agreement. You acknowledge that your assumed name includes one or more of the Marks, and you authorize us to file appropriate papers for the cancellation of your assumed name on your behalf if you fail to timely do so. You appoint us as your attorney-in-fact for this purpose. You acknowledge that this power is coupled with an interest, and is therefore irrevocable.

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

17.08 Assignment of Lease. If we request, you will assign to us your lease for the Approved Location. The parties agree that the assumption of your tenant leasehold interest will occur immediately upon our written notice to you, irrespective of any

landlord consent or other requirements. Utilities, property taxes, rent and similar ongoing expense items will be prorated between the parties as of the date we or our designee assume possession of the Unit premise. You will cause your owners, officers, directors and affiliates to execute and deliver all documents necessary to transfer the leasehold interests to us or our designee.

17.09 Non-Solicitation and Non-Competition. You will not, directly or indirectly, for a period of 2 years after the expiration or termination of this Agreement or any Transfer:

- (a) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend your name or any similar name to, or render services or advice to any business that primarily offers or sells nutritional supplements within a 10 mile radius of your Store's location; or
- (b) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend your name or any similar name to, or render services or advice to any business that primarily offers or sells nutritional supplements within a 10 mile radius of any Store owned or operated by us or any of our affiliates or franchisees; or
- (c) solicit or attempt to solicit any customer of the Store or any customer of ours or any of our affiliates or franchisees; or
- (d) solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any person who is or was an employee of ours or any of our affiliates or franchisees or in any manner induce or attempt to induce any employee of ours or any of our affiliates or franchisees to terminate his or her employment; or
- (e) interfere with the Store's and/or our relationship with any person, including any person who at any time during the term of this Agreement was an employee, contractor, supplier, or customer.

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

receipt by you of written notice thereof; and you agree that you will comply immediately with any covenant as so modified.

17.10 Other Post-Termination Obligations. Upon the expiration or termination of this Agreement by any means or for any reason, you will immediately and strictly comply with all other provisions of this Agreement pertaining to post-termination obligations.

17.11 Right to Purchase. We will have the right, but not the obligation, to purchase some or all of the assets of the Franchised Business, including any furnishings, fixtures, equipment, signs, items, inventory, supplies and marketing materials, as well as all items bearing any Mark, at the lesser of your cost or fair market value. Before exercising any rights under this Section 17.11, we will have the right to enter the Store during reasonable hours to inspect the assets. If we elect to exercise our purchase rights, we will give you written notice of intent to do so within 30 days after termination or expiration of this Agreement. If the parties cannot agree on fair market value within 15 days after we provide notice of intent to purchase, we will designate an independent appraiser, and the appraiser's determination will be binding. If we elect to exercise our purchase rights, closing will take place within 45 days after we provide notice of intent to purchase. We will have the right to offset all amounts you owe to us or our affiliates, and the cost of the appraisal, if any, against any payment due to you under this Section 17.11. All purchased assets will be conveyed to us free and clear of all liens, encumbrances and liabilities. We will have the right to offset all amounts you owe to us or our affiliates, and the cost of the appraisal, if any, against any payment for the assets we may elect to purchase. The parties will execute and deliver customary transfer documents and instruments at the closing, including, if we elect, a purchase and sale agreement (collectively, the "Transaction Documents"). The Transaction Documents will contain customary representations, warranties and covenants, including an indemnification of us (or our designee) for all known or unknown liabilities relating to the Unit and the assets arising or accruing prior to the closing date. You will cause your owners, officers, directors and affiliates to execute and deliver all documents necessary to vest title in the purchased assets. You will require each of your owners, officers, directors and affiliates to agree that if any such person or entity does not execute and deliver any required documents to effectuate the purposes of this Agreement, each such person and entity shall irrevocably appoint you as its lawful attorney-in-fact with full power and authority to execute and deliver in its name all such required documents. The parties acknowledge and agree that it is in the best interest of both parties for the transactions contemplated by this Section 17.11 to occur as quickly as possible following our delivery of the notice of intent to purchase. The parties acknowledge and agree that the existence of any dispute will not operate to delay or excuse delay of the delivery of possession, control and operation of the Unit or operate to delay or excuse delay of the closing. The parties agree to make reasonable accommodations in order to transfer possession, control and operation of the Unit pending the closing, and to close the transactions contemplated by this section despite the existence of any dispute.

17.12 Survival of Certain Provisions. Sections 8, 11, 12, 14, 17, 18, and 19 survive termination or expiration of this Agreement (regardless of which party initiates

termination or whether termination is wrongful) or a Transfer by you. You will continue to comply with your obligations under these sections following termination or expiration of this Agreement or a Transfer until the obligations, by their nature or by the relevant express provisions, expire.

18. DISPUTE RESOLUTION

18.01 Informal Dispute Resolution. Before initiating any arbitration or litigation proceeding for any dispute arising under or relating to this Agreement, the party intending to initiate the proceeding will notify the other party in writing of the existence and nature of the dispute. Within 15 business days after the other party's receipt of the notice, one of our officers or managers will meet with you or one of your owners, officers or Managers at our principal place of business, or other mutually agreeable location, to negotiate in good faith in an effort to resolve the dispute amicably. If this informal attempt to resolve the dispute is unsuccessful, either party may initiate arbitration as described in Section 18.02.

18.02 Binding Arbitration. Except for disputes having an amount in controversy less than \$10,000 and without limiting our rights and remedies under Section 16, the parties hereto acknowledge and agree that any dispute or controversy arising out of or relating to this Agreement not settled by informal negotiations will, at the request of either party, be settled by final and binding arbitration conducted in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association or its successor organization (the "AAA") as modified by the following provisions, on an individual basis (not a class action):

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

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

(c) **Preliminary Conference.** Within 10 days after appointment of the arbitrator, the parties will meet with the arbitrator, in person or by telephone, for a preliminary conference. At the preliminary conference, the parties will establish the extent of and schedule for discovery, including the production of relevant documents, identification of

witnesses, depositions, and the stipulation of uncontested facts. At this preliminary conference, the date for the hearing will be set which will not, unless both parties agree, be more than 60 days after the date of the preliminary conference. At the preliminary conference, the arbitrator will set forth the procedures to be followed at the hearing.

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

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

(f) Proceedings. Unless otherwise mutually agreed by the parties, all arbitration proceedings will be held in the city in which we then have our principal office, and will be no more than 5 days in duration.

(g) Arbitrator's Decision. In reaching its decision, the arbitrator must follow applicable law. The arbitrator will issue a detailed, reasoned, written decision within 10 days after conclusion of the proceedings, explaining the basis for the decision. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction, following the same standards of appellate review applied to judicial decisions. This decision will be binding upon both parties. The arbitrator will have authority to assess damages sustained by reason of any breach or wrongful termination of this Agreement, but will not have any authority to amend or modify the terms of this Agreement or to assess punitive damages.

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

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

(j) Confidentiality. The entire arbitration proceedings and related documents are confidential. Except as necessary to enforce the decision of the arbitrator hereunder, all conduct, statements, promises, offers, views and opinions, whether oral or written,

made in the course of the arbitration by any of the parties, their agents, employees or representatives and by the arbitrator, are confidential. These matters will not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding involving the parties, and will not be disclosed to anyone who is not an agent, employee, expert witness, or representative for any of the parties; however, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the arbitration.

(k) Third Party Beneficiaries. The parties acknowledge and agree that all claims (subject to Section 18.03) arising out of or relating to this Agreement in any way against or by any person or entity, whether a signatory to this Agreement or not, will be resolved through arbitration. You acknowledge that our affiliates, owners, officers, directors, representatives and agents are intended beneficiaries of this provision, and may enforce all rights herein in an arbitration proceeding. We will rely on this acknowledgement during its evaluation of whether to grant necessary approval of this Agreement.

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

18.04 Costs of Enforcement. If either party secures any provisional remedy pursuant to Section 18.03, or enforces any provision of this Agreement, or collects any amounts due under this Agreement by or through an attorney at law or collection agency, the other party will be liable for all costs and expenses of enforcement and collection including court costs and reasonable attorneys' fees and expenses (including the fair market value of any time expended by in-house legal counsel).

18.05 Jurisdiction. Disputes having an amount in controversy less than \$10,000 may be resolved by litigation. The parties agree that it is in their best interest to resolve disputes between them in an orderly fashion and in a consistent manner in the location where this Agreement was entered into and where many of the relevant witnesses and documents are located. Therefore, the parties agree that any litigation relating to this Agreement or the operation of the Franchised Business will take place only in the United States District Court for the District of Arizona – Phoenix Division or the Superior Court of Arizona, Maricopa County or the federal or state court for the jurisdiction in which we then have our principal office; provided that we have the option to bring suit against any you in any state or federal court within the jurisdiction where your Store is or was located or where any of your owners lives. THE PARTIES CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION OVER THEM BY THESE COURTS, AND TO THE PROPRIETY OF VENUE IN THESE COURTS FOR THE PURPOSE OF THIS AGREEMENT, AND THE PARTIES WAIVE ANY OBJECTIONS THAT THEY WOULD OTHERWISE HAVE IN THIS REGARD. EACH OF THE PARTIES SPECIFICALLY WAIVES ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT AND WAIVES ANY BOND, SURETY, OR OTHER SECURITY THAT MIGHT BE REQUIRED OF ANY OTHER PARTY WITH RESPECT THERETO.

18.06 Waivers. THE PARTIES WAIVE ANY RIGHT TO JURY TRIAL THAT THEY MAY HAVE IN ANY ACTION ARISING OUT OF OR UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT ANY ARBITRATION OR LITIGATION BETWEEN THEM WILL BE OF INDIVIDUAL CLAIMS, AND THAT THE CLAIMS SUBJECT TO ARBITRATION OR LITIGATION WILL NOT BE RESOLVED AS A CLASS ACTION OR ON A CONSOLIDATED BASIS. THE PARTIES AGREE THAT ACTUAL DAMAGES ARE SUFFICIENT TO SATISFY ANY ECONOMIC LOSS ARISING OUT OF OR UNDER THIS AGREEMENT, AND THEY WAIVE ALL CLAIMS FOR PUNITIVE DAMAGES IN ANY ARBITRATION OR LITIGATION.

19. GENERAL PROVISIONS

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

19.02 Waivers, Modifications and Approvals. Whenever this Agreement requires our prior approval or consent, you will make a timely written request to us therefore, and we may withhold, condition or withdraw our consent in our sole discretion. No failure of us to exercise any power reserved to it by this Agreement and no custom or practice of the

parties at variance with the terms hereof will constitute a waiver of our right to demand exact compliance with any of the terms herein. A waiver or approval by us of any particular default by you or any other franchisee or acceptance by us of any payments due hereunder will not be considered a waiver or approval by us of any preceding or subsequent breach by you of any term, covenant, or condition of this Agreement. We will not be deemed to have waived any of our rights under this Agreement, nor will you be deemed to have been excused from performance of any of your obligations pursuant to this Agreement, unless the waiver or excuse is written and signed by an authorized representative of us and you. To be effective, any modifications, waivers, approvals and consents of, or under, this Agreement by us must be designated as such, in writing, and signed by our authorized representative. Notwithstanding anything to the contrary herein, you acknowledge and agree that Sections 2.02(c) and 17.09 of this Agreement permit us to unilaterally modify this Agreement.

19.03 Notices. Any notice, reports, and other information and documents permitted or required to be delivered under Agreement will be in writing, and will be mailed to us at 4022 E. Greenway Road, Suite 11-15, Phoenix, AZ 85032, or delivered to us at 1030 E. Lone Cactus Drive, Phoenix, AZ 85024, or mailed or delivered to you at the address of the Approved Location or the address listed on the signature page hereof. Alternatively, we may provide notices to you under this Agreement by electronic mail, and such notices will be considered to be in writing for purposes of this Agreement. Either party may modify its addresses periodically by written notice to the other party. Notices by mail or delivery service will be deemed given on the date delivered or on the date of the first attempted delivery, if delivery is refused or unclaimed. Notices by email will be deemed given on the first business day following the date of confirmed receipt. Upon request for confirmation by the sending party, the receiving party of any email notice under this Agreement must give email notice to the sending party of confirmation of receipt.

19.04 Governing Law. This Agreement takes effect upon its acceptance by us in the State of Arizona, and will be governed by and interpreted in accordance with Arizona law applicable to contracts made and to be wholly performed therein without regard to its conflicts of law rules; provided, however, that this provision is not intended to subject this Agreement to any franchise or similar law, rule or regulation of the State of Arizona to which it would not otherwise be subject; provided further, however, that the non-competition covenants in this Agreement and in any ancillary agreement will be governed by and construed under the laws of the state where the Territory is located..

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

19.06 Construction. No provision of this Agreement will be interpreted in favor of or against either party merely because of that party's role in the preparation of this Agreement, or because of the nature or type of this Agreement. The headings and captions contained herein are for the purpose of convenience and reference only, and

are not to be construed as part of this Agreement. All terms and words used herein will be construed to include the number and gender as the context of this Agreement may require. The parties agree that each section of this Agreement will be construed independently of any other section or provision of this Agreement. All references in this Agreement to Sections or Exhibits refer to the relevant sections and exhibits, respectively, of this Agreement. This Agreement, together with the exhibits and any addenda attached, is the entire agreement, and supersedes all prior representations, agreements and understandings (oral or written) of the parties; however, nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in our franchise disclosure document. Except for the Indemnitees, or as otherwise expressly provided in this Agreement, there are no third party beneficiaries hereunder. No agreement between us and any third party else is for your benefit. Except as expressly provided in this Agreement, this Agreement is binding on and will inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. Time is of the essence. 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.

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

19.08 State Addenda. The laws of certain states may supersede some of the provisions of this Agreement, and certain states require us to supplement or modify the provisions of this Agreement. If applicable, these supplements and modifications are contained in State Addenda attached as *Exhibit D*. When you sign this Agreement, you will also properly sign the addenda, if applicable. If multiple state addenda are made part of this Agreement, these state addenda will be construed and applied as narrowly as possible, consistent with applicable state law, in order to avoid potential conflicts between them.

20. ACKNOWLEDGMENTS

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

Your initials: _____

20.02 Proper Disclosure. You acknowledge that we or our agent have provided you with our current franchise disclosure document not later than the earlier of (a) 14 calendar days before you sign this Agreement or any other binding agreement with us or our affiliates relating to the sale of a franchise, or (b) 14 calendar days before you make any payment of any consideration to us or any affiliate in connection with this transaction. You acknowledge that we have provided you with a copy of this Agreement and all related documents, fully completed, at least 7 calendar days before your signing this Agreement.

Your initials: _____

20.03 Consultation and Understanding. You represent and acknowledge that: (a) we have advised you to consult with your own attorneys, accountants, or other advisers about the potential benefits and risks of entering into this Agreement; (and (b) our attorneys have not advised or represented you with respect to this Agreement or the relationship created hereby.

Your initials: _____

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

Your initials: _____

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

Your initials: _____

20.06 No Suspected Terrorist. You represent and warrant that you have not been designated as a suspected terrorists under U.S. Executive Order 13224, or under any other official designation by the U.S. government or any of its agencies.

Your initials: _____

20.07 Anti-Money Laundering Requirements. You represent and warrant that you and your owners are in compliance and will continue to be in compliance with all applicable anti-money laundering laws and regulations. At all times throughout the term of this Agreement, none of the funds you use to pay us are or will be derived from any unlawful activity.

Your initials: _____

20.08 Limitations on Waivers and Disclaimers. No statement, questionnaire, or acknowledgement 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 any 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.

Your initials: _____

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

FRANCHISEE:

Entity name (if any): _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Franchisee's Address for Notices:

Date Signed: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

FRANCHISOR:

One Stop Nutrition Franchising LLC

By: _____

Name: _____

Title: _____

Effective Date: _____

SPOUSAL CONSENT

I certify that:

1. I am the spouse or registered domestic partner of an individual who executed the foregoing Franchise Agreement.
2. I have read and approved the provisions of that Franchise Agreement, including but not limited to those relating to the transfer, sale or other disposition of the franchise.
3. I agree to be bound by and accept the provisions of that Franchise Agreement in place of all other interests I may have in the franchise, whether that interest may be community property or otherwise.
4. My spouse or registered domestic partner shall have full power of management of all interest in the franchise, including that any portion of the franchise that may be my community property.
5. I have been advised to seek legal counsel of my own before signing this consent form.
6. I have read this consent form and fully understand the terms, nature and effect of this consent form, which I voluntary sign in good faith.

By: _____
Printed Name: _____
Date Signed: _____

By: _____
Printed Name: _____
Date Signed: _____

EXHIBIT A
to the One Stop Nutrition®
Franchise Agreement

Approved Location for Store:

The Approved Location for your Store as provided in Section 2.02(c) of the Agreement is:

NOTE: If a particular site has not been selected and approved at the time of the signing this Agreement, this *Exhibit A* will describe the location in general terms below. In that case, after we have approved a location for your Store, the specific address of that location will automatically become the Approved Location in this *Exhibit A* as if originally set forth in this *Exhibit A* instead of the general description.

General Description Of Area For Approved Location:

(if the Approved Location is not specified above as of the signing of the Agreement)

Approved Trade Name:

Your approved trade name under Section 2.02(b) is:

One Stop Nutrition -- _____

FRANCHISEE:

Entity name (if any):

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

FRANCHISOR:

One Stop Nutrition Franchising LLC

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B
to the One Stop Nutrition®
Franchise Agreement

ENTITY INFORMATION
(used with entity franchisees)

If the franchisee is an entity, you have a continuing obligation under Section 2.04 to provide accurate and updated information, as follows:

Type of Entity: _____

State of Formation: _____

Date of Formation: _____

Entity Owners:

Name	_____	Percentage:	_____
Name	_____	Percentage:	_____
Name	_____	Percentage:	_____
Name	_____	Percentage:	_____

Officers:

Name	_____	Position:	_____
Name	_____	Position:	_____
Name	_____	Position:	_____
Name	_____	Position:	_____

Directors (if franchisee is a corporation) or Managers (if entity is an LLC):

Name	_____	Position:	_____
Name	_____	Position:	_____
Name	_____	Position:	_____
Name	_____	Position:	_____

FRANCHISEE:

Entity name

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

FRANCHISOR:

One Stop Nutrition Franchising LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
to the One Stop Nutrition®
Franchise Agreement

ONE STOP NUTRITION®
OWNERS AGREEMENT

As a condition to the granting by One Stop Nutrition Franchising LLC (“we” or “us”), of a Franchise Agreement with _____ (“Franchisee”), each of the undersigned individuals (“Owners”), who constitute all of the owners of a beneficial interest in Franchisee, covenant and agree to be bound by this Owners Agreement.

1. Acknowledgments.

(a) Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of _____, 20____ (“Franchise Agreement”). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

(b) Owners’ Role. Owners are the beneficial owners of all of the equity interest in Franchisee. Franchisee’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee’s owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure Of Confidential Information.

(a) Protection of Confidential Information. Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other confidential information about the establishment and operation of a Store using the System. Owners will not, during or after the term of the Franchise Agreement, communicate, divulge, or use for the benefit of themselves or anyone else any confidential information, knowledge, or know-how concerning the methods of operation of our business or the Store which may be communicated to them, or of which they may become aware by virtue of their ownership of Franchisee. This confidentiality obligation specifically includes the Manual, all information in the Manual, supplier discount rates, and any other information, knowledge, know-how, and techniques associated with the System. Owners will use their best efforts and utmost diligence to protect the confidentiality of all Confidential Information. At our request, Owners must immediately send us all documents and other things they have that contain any of this Confidential Information.

(b) Our Remedies. Owners acknowledge that any failure to comply with the requirements of this Section 2 of this Owners Agreement will result in irreparable injury to us for which there is no adequate remedy at law, and Owners agree that we may seek, without posting bond, an ex-parte or other order for injunctive or other legal or equitable relief in order to enforce the requirements of Section 2 of this Owners Agreement.

3. Covenant Not To Compete.

(a) Non-Competition During Term of Franchise Agreement. During the term of the Franchise Agreement, Owners will not engage in, assist, acquire, advise, consult with, be employed by, own, or become associated in any way with, any business whose methods of operation, trade dress or business concept is the same as or similar to that of the System or the Marks, or which offers or sells nutritional supplements, other than the Franchised Business, unless Owners have our prior express written consent. Owners will not solicit or otherwise induce our employees or the employees of any of our affiliates or other franchisee to leave their employment. Owners will not divert or attempt to divert any business or customer of ours or of any of our affiliates or franchisees to any competitor.

(b) Non-Competition After Expiration or Termination of Franchise Agreement. For a period of 2 years following termination or expiration of this Owners Agreement or following a Transfer, Owners will not: (a) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend his/her/its name or any similar name to, or render services or advice to any business which offers or sells nutritional supplements within 10 miles of the Franchisee's Store; or (b) engage in or invest in, own, manage, operate, finance, control, or participate in the ownership, management, operation, financing, or control of, be employed by, associated with, or in any manner connected with, lend his/her/its name or any similar name to, or render services or advice to any business which offers or sells nutritional supplements within 10 miles of any Store owned or operated by us or any of our affiliates or franchisees; or (c) solicit or otherwise induce our employees or the employees of any of our affiliates or other franchisees to leave their employment; or (d) divert or attempt to divert any customer of ours or of any of our affiliates or franchisees to any competitor.

(c) Interests in Publicly-Traded Companies. Section 3 of this Owners Agreement won't apply to prevent Owners from owning 5% or less beneficial interest in the outstanding equity securities of any publicly-traded company.

(d) Construction of Covenants. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant in this section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant

subsumed within the terms of the covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this section.

(e) Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of any covenant set forth in Section 3 of this Owners Agreement, or any portion thereof, without Owners consent, effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

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

(b) Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the Franchise Agreement.

(c) Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of these entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of:

(1) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement or to do and perform any other act, matter, or thing required by the Franchise Agreement; or

(2) Any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

(d) Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of these obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

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

(f) Upon the death of an Owner, the estate of the Owner will be bound by the obligations in this section, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

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

6. Enforcement Of This Owners Agreement.

(a) Choice of Law. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations of the parties under this Owners Agreement, and any other claim or controversy between the parties will be governed by and construed in accordance with the laws of the State of Arizona (without regard for any conflicts of law principles).

(b) Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper.

(c) Litigation. All litigation between the parties relating to or arising under this Owners Agreement will be brought in any state or federal court within the jurisdiction where we then have our principal place of business; provided that we have the option to bring suit against any Owner in any state or federal court within the jurisdiction where Franchisee's Store is or was located or where any Owner lives. The parties consent to the exercise of personal jurisdiction over them by these courts, and to the propriety of venue in these courts, and the parties waive any objections that they would otherwise have in this regard. The prevailing party will be entitled to recover from the other party its actual costs and expenses (including attorneys' fees and expenses) incurred in connection with any litigation between the parties relating to or arising under this Owners Agreement.

7. Notices.

(a) Method of Notice. No notice, demand, request or other communication to the parties will be binding upon the parties unless the notice is in writing, refers specifically to this Owners Agreement, and is sent to the proper address.

(b) Notice Addresses. Our current addresses for all communications under this Owners Agreement is:

	One Stop Nutrition Franchising LLC
(mailing)	4022 E. Greenway Road Suite 11-215
	Phoenix, AZ 85032
(delivery)	1030 E. Lone Cactus Drive
	Phoenix, AZ 85024
	Attention: Jennie Kerry

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

(c) Effective Date of Notices. Notices will be immediately effective upon the date of delivery, or, if delivery is refused, the date of the first attempted delivery.

8. Miscellaneous.

(a) No Other Agreements. This Owners Agreement constitutes the entire, full and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those set forth in this Owners Agreement. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3(e) (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties in writing and signed. Time is of the essence.

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

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

(d) Construction. No provision of this Owners Agreement will be interpreted in favor of or against either party merely because of that party's role in the preparation of this Owners Agreement, or because of the nature or type of this Owners Agreement. All references to gender and number will be construed to include other gender and number as the context may require. All captions in this Owners Agreement are intended solely for the convenience of the parties and none will be deemed to affect the meaning or construction of any provision of this Owners Agreement.

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

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

OWNERS:

By: _____
Printed Name: _____
Address: _____

By: _____
Printed Name: _____
Address: _____

FRANCHISOR:

One Stop Nutrition Franchising LLC

By: _____
Name: _____
Title: _____

Date: _____

SPOUSAL CONSENT

I certify that:

1. I am the spouse or registered domestic partner of an individual who executed the foregoing Owners Agreement.
2. I have read and approved the provisions of that Owners Agreement, including but not limited to those relating to the transfer, sale or other disposition of the franchise, confidentiality and non-competition.
3. I agree to be bound by and accept the provisions of that Owners Agreement in place of all other interests I may have in the franchise, whether that interest may be community property or otherwise.
4. My spouse or registered domestic partner shall have full power of management of all interest in the franchise, including that any portion of the franchise that may be my community property.
5. I have been advised to seek legal counsel of my own before signing this consent form.
6. I have read this consent form and fully understand the terms, nature and effect of this consent form, which I voluntary sign in good faith.

By: _____
Printed Name: _____
Date Signed: _____

By: _____
Printed Name: _____
Date Signed: _____

EXHIBIT D
to the One Stop Nutrition®
Franchise Agreement

STATE ADDENDA

Following this page are addenda to the Franchise Agreement (the “Agreement”) for the following states: Arkansas, California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New Jersey, New York, North Dakota, Rhode Island, South Carolina, South Dakota, Washington, and Wisconsin. If you are a resident of one of these states or if your proposed Franchised Business location is in one of these states, please read the addendum for the relevant state(s).

1. **NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES.** The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

2. The following are additional provisions for the Franchise Agreement required by various state laws. Each of these provisions will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional provisions.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

ARKANSAS

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Arkansas:

1. Any provision of the Agreement that would require you, at the time you enter into the Agreement, to assent to a release, assignment, novation, waiver or estoppel which would relieve any person from liability imposed by the Arkansas Franchise Practices Act is void to the extent that the provision violates applicable law.

CALIFORNIA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of California:

1. Any condition, stipulation or provision in the Agreement which would result in your waiver of compliance with any provision of the California Franchise Relations Act is void to the extent that the contractual provision violates this Act.
2. To the extent that Sections 18.03 or 18.05 of the Agreement would otherwise violate California law, these sections are amended by providing that all litigation by or between you and us, involving a Store in the State of California, which arises directly or indirectly from the Agreement will be commenced and maintained in the state courts of California or the United States District Court for California, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

HAWAII

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Hawaii:

1. Any provision of the Agreement that requires you, at the time you enter into the Agreement, to assent to a release, assignment, novation, or waiver which would relieve any person from liability imposed by Hawaii Franchise Investment Law is deleted from the Agreement.

ILLINOIS

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Illinois:

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. 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.

INDIANA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the disclosure document, the Agreement, or Arizona law, if these provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as including any material breach of the Agreement, will supersede the provisions of Section 16 of the Agreement to the extent Section 16 may be inconsistent with this prohibition.

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

4. Section 17.09 of the Agreement will be modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Agreement as Section 18.06:

18.06 No Limitation on Litigation. Notwithstanding the foregoing provisions of this Section 18, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any the contractual provision violates the Indiana Deceptive Franchise Practices Law.

MARYLAND

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Maryland:

1. Any provision in the Agreement that would require you, as part of the Agreement or as a condition of the sale, renewal or assignment of the franchise, to assent to a release which would relieve any person from liability imposed under the provisions of the Maryland Franchise Law is void to the extent that the provision violates this law.

2. Any provision in the Agreement which operates to waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland is void to the extent that the provision violates this law. Subject to Section 18.02, claims arising under the Maryland Franchise Law may be brought in any court of competent jurisdiction in Maryland.

3. Any claims arising under the Maryland Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

MINNESOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Minnesota:

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages,

termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

3. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

4. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

5. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.

6. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

7. No statement, questionnaire, or acknowledgement 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 with the franchise.

8. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

9. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

10. Minnesota Rule 2860.4400(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.

NEW JERSEY

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises subject to the New Jersey Franchise Practices Act:

1. No release language set forth in the Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New Jersey.
2. No language set forth in the Agreement will operate to restrict the sale of any equity or debenture issue or the transfer of any securities of a franchise or in any way prevent or attempt to prevent the transfer, sale or issuance of shares of stock or debentures to employees, personnel of the franchise, or heir of the principal owner, so long as basic financial requirements of the franchisor are complied with and any sale, transfer or issuance does not have the effect of accomplishing a sale of the franchise.
3. Any term or condition which may directly or indirectly violate the New Jersey Franchise Practices Act is deleted from the Agreement.

NEW YORK

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of New York:

1. No release language set forth in the Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of New York.
2. Section 15.01 is amended by the addition of the following sentence immediately after the first sentence of that section:

However, no assignment will be made by us except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement (to the extent assigned).

NORTH DAKOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of North Dakota:

1. Covenants not to compete upon termination or expiration of the Agreement are subject to Section 9-08-06, N.D.C.C., and may be generally unenforceable in the State of North Dakota.

2. To the extent that Sections 18.03 or 18.05 of the Agreement would otherwise violate North Dakota law, these sections are amended by providing that all litigation by or between you and us, involving a franchised business operating in the State of North Dakota, will be commenced and maintained, at our election, in the state courts of North Dakota or the United States District Court for North Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

3. North Dakota law applies to this transaction and supersedes any conflicting provisions of the Agreement or Arizona law.

4. Section 3 of the Franchise Agreement is amended to provide that no general release will be required as a condition of renewal to the extent inconsistent with North Dakota law.

5. Section 16 of the Franchise Agreement is amended to delete any requirement that the franchisee consent to termination or liquidated damages.

6. Section 18 of the Franchise Agreement is amended to state that any provision requiring litigation, arbitration or mediation to be conducted in a forum other than North Dakota is void with respect to claims under the North Dakota Franchise Investment Law, except to the extent pre-empted by the Federal Arbitration Act.

7. Section 18.06 of the Franchise Agreement is amended to delete any waiver of right to a jury in any permissible litigation.

8. Section 18.06 of the Franchise Agreement is amended to delete any waiver of exemplary and punitive damages.

9. Section 18.04 of the Franchise Agreement is amended to provide that the substantially prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorneys' fees.

RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Rhode Island:

1. To the extent that Sections 18.03 or 18.05 of the Agreement would otherwise violate Rhode Island law, these sections are amended by providing that all litigation by or between you and us, involving a Store operating in the State of Rhode Island, will be

commenced and maintained, at our election, in the state courts of Rhode Island or the United States District Court for Rhode Island, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

2. Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

SOUTH DAKOTA

Notwithstanding anything to the contrary set forth in the Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of South Dakota:

1. Covenants not to compete upon termination or expiration of the Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.

2. Franchise registration, employment, covenants not to compete and other matters of local concern will be governed by the laws of the State of South Dakota. As to contractual and all other matters, the Agreement will be and remain subject to the construction, enforcement and interpretation of the laws of the State of Arizona.

3. To the extent that Sections 18.03 or 18.05 of the Agreement would otherwise violate South Dakota law, these sections are amended by providing that all litigation by or between you and us, involving a Store operating in the State of South Dakota, will be commenced and maintained, at our election, in the state courts of South Dakota or the United States District Court for South Dakota, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements.

4. Termination provisions covering breach of the Agreement, failure to meet performance and quality standards, and failure to make payments contained in the Agreement will afford you 30 days written notice with an opportunity to cure said default prior to termination.

5. REGISTRATION OF THIS FRANCHISE DOES NOT CONSTITUTE APPROVAL OR RECOMMENDATION OF THE FRANCHISE BY THE DIRECTOR.

6. To the extent this Addendum is deemed to be inconsistent with any terms or conditions of the Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT,

THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed

\$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

WISCONSIN

Notwithstanding anything to the contrary set forth in the Agreement, the following provision will supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. The Wisconsin Fair Dealership Law, Chapter 135, Stats. supersedes any provisions of the Agreement that are inconsistent with that law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

FRANCHISEE:

Entity name (if any): _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Date Signed: _____

FRANCHISOR:

One Stop Nutrition Franchising LLC

By: _____

Name: _____

Title: _____

Date Signed: _____

EXHIBIT E
to the One Stop Nutrition®
Franchise Agreement

FRANCHISEE QUESTIONNAIRE

THIS QUESTIONNAIRE SHALL NOT BE COMPLETED OR SIGNED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE ONE STOP NUTRITION® FRANCHISE IS SUBJECT TO THE STATE FRANCHISE DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

IF THE ONE STOP NUTRITION® FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, ONE OF THOSE STATES, THEN DO NOT SIGN THIS QUESTIONNAIRE.

One Stop Nutrition Franchising LLC ("Franchisor," "we" or "us") and you are preparing to enter into a franchise agreement for the operation of a One Stop Nutrition® franchise. We require that you complete this questionnaire in order to enable us to confirm that we and our employees and representatives have fully complied with all applicable franchise registration and disclosure laws. Through the use of this document, we desire to ascertain (a) that you, individually and as a representative of any legal entity established to acquire the franchise rights, fully understand and comprehend that the purchase of a franchise is a business decision, complete with associated risks, and (b) that you are not relying upon any verbal statements, representations, promises or assurances during the negotiations for the purchase of the franchise which we have not authorized.

If you are purchasing an existing franchised business from another franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of Franchisor. These questions do not apply to any communication you may have had with the transferring franchisee, and we are not bound by any statements, representations, promises or assurances that the transferring franchisee may have made to you.

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

1. Franchisee Name and Address:

2. Did you receive a copy of the Franchisor's FDD (and all exhibits and attachments) and did you sign and return a receipt for the FDD indicating the date you received it? Yes ☐ No ☐

3. Was the date you received the FDD at least 14 full calendar days before the date you will sign the Franchise Agreement? Yes ☐ No ☐

4. Did you receive a copy of the final form of the franchise agreement at least 7 full calendar days before the date you will sign it? Yes ☐ No ☐

5. Did you carefully review the FDD, the franchise agreement and each exhibit or schedule attached to them, and the other agreements required to be signed (collectively, "Agreements")? Yes ☐ No ☐

6. Do you understand all material terms and your obligations under the Agreements? Yes ☐ No ☐

7. Did you discuss or have the opportunity to discuss with an attorney or other knowledgeable advisor all material terms and your obligations under the Agreements? Yes ☐ No ☐

8. Do you understand the risks associated with purchasing and operating the franchised business? Yes ☐ No ☐

9. Do you understand that the success or failure of the franchised business will depend in large part upon your skills and abilities, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace? Yes ☐ No ☐

10. If you answered "No" to any of questions 2 through 9, please provide a full explanation of each "No" answer in the following space (and attach additional pages if necessary):

11. Has any employee or other representative of the Franchisor made any statement or promise concerning:

A. The actual or potential revenues, profits or operating costs of the franchised business, that is contrary to, or different from, the information contained in the FDD? Yes ☐ No ☐

B. The amount of money you may earn in operating the franchised business that is contrary to, or different from, the information contained in the FDD? Yes ☐ No ☐

C. The total amount of revenue the franchised business will or may generate, that is contrary to, or different from, the information contained in the FDD?

Yes ☐ No ☐

D. The costs you may incur in operating the franchised business, that is contrary to, or different from, the information contained in the FDD?

Yes ☐ No ☐

E. The actual, average or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating the franchised business? Yes ☐ No ☐

12. Has any employee or other representative of the Franchisor made any statement or promise or agreement, other than those matters addressed in your franchise agreement, concerning advertising, marketing, training, support, service or assistance relating to the franchised business that is contrary to, or different from, the information contained in the FDD or the franchise agreement? Yes ☐ No ☐

13. Have you entered into any binding agreement with the Franchisor concerning the purchase of this franchise before today? Yes ☐ No ☐

14. Have you paid any money to the Franchisor concerning the purchase of this franchise before today? Yes ☐ No ☐

15. If you answered "Yes" to any of part of questions 11 through 14, please provide full details in the following space (and attach additional pages if necessary):

16. Do you understand that the Agreements contain the entire agreement between you and Franchisor concerning the franchise rights and obligations, meaning that any prior representations or statements not included in the Agreements will not be binding (except that Franchisor may not disclaim statements made in the FDD)?

Yes ☐ No ☐

17. If you answered "No" to question 16, please provide a full explanation of each "No" answer in the following space (and attach additional pages if necessary):

You understand that your answers are important to us and that we will rely on them in entering into the franchise agreement with you. By signing this questionnaire, you are representing that you have responded truthfully to the above questions.

In addition, by signing this questionnaire, you also acknowledge that:

- a. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, the economy, inflation, franchise location, operation costs, and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.
- b. You agree and state that the decision to enter into this business risk is not predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its representatives as to the likelihood of success of the franchise.
- c. You have not received any information from the Franchisor or any of its representatives concerning actual, projected or forecasted franchise sales, profits or earnings.

YOU ACKNOWLEDGE AND AGREE THAT IF ANY DISPUTE ARISES, THIS QUESTIONNAIRE WILL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION OR ARBITRATION PROCEEDING. YOU HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO ADMISSION OF THIS QUESTIONNAIRE. NOTHING IN THIS DOCUMENT IS INTENDED TO DISCLAIM ANY OF THE REPRESENTATIONS WE MADE IN THE FRANCHISE DISCLOSURE DOCUMENT THAT WAS FURNISHED TO YOU.

Dated: _____

Franchisee:

Entity name (if any): _____

Signed: _____

Printed name: _____

Title of position (if entity franchisee): _____

EXHIBIT F
to the One Stop Nutrition®
Franchise Agreement

INDEX TO DEFINED TERMS

Term	Section in Agreement
Agreement.....	Introduction
Approved Location	2.01
Confidential Information	11.01
Co-op	5.14(d)
Effective Date.....	Introduction
Franchise	2.01
Franchised Business	1.02
Indemnities.....	14.03
Losses and Expenses	14.03
Manager	6.01
Manual	7.04
Marketing Programs	5.14(a)
Marks	1.01
Owners Agreement	2.05
Store.....	1.02
System	1.01
System Standards	2.02(a)
Transfer.....	15.02
Us.....	Introduction
We.....	Introduction
You.....	Introduction

EXHIBIT D
to One Stop Nutrition®
Franchise Disclosure Document

OSN LABS LLC SUPPLY AGREEMENT

OSN LABS LLC
SUPPLY AGREEMENT
(franchised stores)

This Supply Agreement (the "Agreement") is made as of the effective date stated below by and between OSN Labs LLC, ("OSNL") and the following retailer:

Entity Name: _____ ("Retailer")

Retail Store Address: _____
_____.

1. Background. OSNL offers for sale certain private-label nutritional supplements and related items, described in *Exhibit A* (the "Products"). Retailer has a retail store at the address specified above (the "Store"), and Retailer desires to offer some or all of the Products for sale at the Store.

2. Stocking. OSNL agrees that it will sell to Retailer a reasonable amount of the Products requested by Retailer. OSNL will stock the shelves designated by Retailer at the Store with the Products purchased by Retailer. OSNL will use reasonable commercial efforts to periodically restock Retailer's shelves as needed.

3. Price and Payments. Retailer will pay OSNL for the Products after each restocking for the amount of Products restocked. Upon each restocking, OSNL will provide Retailer with an invoice for the Products restocked. The price to be paid by Retailer to OSNL is specified in *Exhibit A*. OSNL may unilaterally modify *Exhibit A* upon written notice to Retailer, and the modifications will become effective 30 days following delivery of written notice to Retailer. Retailer will pay OSNL for the Products at the time and in the manner specified in OSNL's then-current standard terms of sale. Retailer will also pay for all shipping costs (if applicable) for the Products it orders; however, OSNL will either include extra Products in each order or offer a discount for each order to offset the shipping costs.

4. Returns. Retailer may return for credit any unopened and undamaged Products in the original containers within 30 days after receipt of the relevant Products by Retailer. Returns will be made by Retailer in the manner specified in OSNL's then-current return policies.

5. Marketing. OSNL may provide Retailer with certain marketing information regarding the Products. If so, Retailer may use this information in its advertising and other marketing, provided that Retailer's advertising and other marketing materials comply with all applicable laws. Retailer will not make any marketing claims regarding the Products that are not contained in any marketing information provided by OSNL or otherwise previously approved in writing by OSNL. All advertising and other marketing materials used by Retailer for the Products using any information not provided by OSNL or not previously expressly approved in writing by OSNL must be expressly approved in writing by OSNL before any use by Retailer. OSNL will use reasonable discretion in

considering Retailer's requests for approval of advertising and other marketing materials.

6. Efforts to Sell Products. Retailer will use reasonable commercial efforts to promote and sell the Products.

7. Reselling Restrictions. Retailer will offer for sale the Products only at the Store and only to walk-in customers. Retailer will not sell any of the Products via online marketing, Internet sales, catalog sales, door-to-door, multi-level marketing, and the like. Retailer will not sell any Products to any buyer who Retailer knows (or has a reasonable basis to believe) will re-sell the Products. OSNL will provide Retailer with a suggested retail price for each of the Products; however, Retailer may sell the Products at any price it chooses.

8. Inspection. Retailer hereby irrevocably authorizes representatives of OSNL access to the Store premises for the purpose of inspecting Retailer's marketing and selling of the Products during Retailer's normal business hours, without prior notice.

9. Non-Exclusivity. This Agreement is non-exclusive. Retailer acknowledges that OSNL intends to offer the Products to other retailers. OSNL also reserves the right to sell Products directly to consumers via online marketing, Internet sales, catalog sales, door-to-door, multi-level marketing, and the like.

10. Minimum Order Size. There are no minimum quota requirements for purchases by Retailer under this Agreement. Retailer may order Products from OSNL between restockings by OSNL. OSNL will accept orders for less than full cases, but all orders are subject to a minimum order amount of \$100.

11. Term. This Agreement will run in perpetuity, unless terminated by either party.

12. Termination. Either party may terminate this Agreement effective 30 days following delivery of written notice of termination to the other party. During that 30-day period, OSNL will not be obligated to fill any outstanding or additional orders for Products by Retailer or to restock the Products at the Store. Also, during that 30-day period, OSNL will have the option to take possession of any of the Products remaining at the Store at the same price originally paid by Retailer (less its customary restocking fee), and Retailer will fully and timely cooperate with OSNL in this regard. For any products repurchased, OSNL will issue credit to Retailer's account. Upon termination, Retailer must pay all amounts owed to OSNL for all remaining Products not repurchased by OSNL. Following effectiveness of termination, Retailer may continue to offer and sell any remaining Products in Retailer's possession at the time of termination.

13. Notices. Any notice under Agreement will be in writing, and will be delivered to OSNL at 7735 E. Redfield Rd Suite 100, Scottsdale, Arizona 85260, or to Retailer at the address of the Store specified above. Either party may modify its address by written notice to the other party. Notices will be effective if in writing and delivered to the

appropriate party by: personal delivery, delivery service (with proof of delivery); or by first class, prepaid certified or registered mail, return receipt requested. Notices will be deemed given on the date delivered or on the date of the first attempted delivery, if delivery is refused or unclaimed.

14. Modification. To be effective, any modifications, waivers, approvals and consents of, or under, this Agreement by OSNL must be designated as such, in writing, and signed by OSNL's authorized representative. Notwithstanding anything to the contrary herein, Retailer acknowledges and agrees that paragraph 3 of this Agreement permits OSNL to unilaterally modify *Exhibit A*.

15. Governing Law. This Agreement takes effect upon its acceptance by OSNL in the State of Arizona, and will be governed by and interpreted in accordance with Arizona law applicable to contracts made and to be wholly performed therein without regard to its conflicts of law rules.

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

17. Construction. No provision of this Agreement will be interpreted in favor of or against either party merely because of that party's role in the preparation of this Agreement, or because of the nature or type of this Agreement. The headings and captions contained herein are for the purpose of convenience and reference only, and are not to be construed as part of this Agreement. This Agreement, together with the exhibits attached, is the entire agreement, and supersedes all prior representations, agreements and understandings (oral or written) of the parties. This Agreement is binding on and will inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. Time is of the essence.

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

RETAILER:

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

OSNL:

By: _____

Printed Name: _____

Title: _____

Effective Date: _____

**EXHIBIT A
TO OSN LABS LLC
SUPPLY AGREEMENT**

PRODUCTS

[current catalog to be attached before execution of the Agreement]

EXHIBIT E
to One Stop Nutrition®
Franchise Disclosure Document

MANUAL TABLE OF CONTENTS

(As of December 2025)

SECTION A

WELCOME LETTER	1
HISTORY OF ONE STOP NUTRITION	3
SERVICES PROVIDED TO FRANCHISEES	
Site Selection	5
Initial Training	5
Initial On-Site Assistance	6
Ongoing Training and Support	6
Approved Suppliers	6
Advertising Materials and Sales Aids	7
Franchisee Councils	7
Ongoing Research and Development	7
FRANCHISEE RESPONSIBILITIES	8
Responsibilities to Your Customers	8
Responsibilities to Your Staff	9
Responsibilities to Your Fellow Franchisees	10
Responsibilities to the Franchisor	10
PAYING OTHER FEES	12
Additional Training	12
Transfer	12
Renewal Fee	12
Late Payments	12
Supplier Inspection/Testing	13
Indemnification	13
Enforcement	13
Replacement Fee for Manual	13
VISITS FROM THE CORPORATE OFFICE	14

SECTION B

PRE-OPENING RESPONSIBILITIES	1
Pre-Opening Checklist	2
ESTABLISHMENT OF BUSINESS FORM	7
Business Structures	7
Liability For Debts Of Business Activity	8
Federal Income Taxation Of Business Profits	9
Potential For Double Taxation Upon Withdrawal Of Business Profits (For Federal Tax Purposes)	10
Deduction Of Business Losses By Owners	10
Social Security And Medicare Tax Imposed On Business Profits	11
Retirement Plans	12
SECURING A SITE	13

Site Selection Criteria	13
Market Analysis	14
Site Approval	16
Lease Considerations	17
BUILDING OUT YOUR SITE	19
Build-Out Specifications	20
Selecting A Contractor	20
Licenses/Permits	21
Utilities And Other Services	23
Final Inspection	25
LOGO AND SIGNAGE SPECIFICATIONS	29
Signage Requirements	30
SETTING UP BANK ACCOUNTS	31
Accounts To Open	31
GETTING INSURANCE	33
MEETING YOUR TAX OBLIGATIONS	35
Employer Identification Number	35
Federal Taxes	35
State Taxes	36
ORGANIZING THE OFFICE	37
REQUIRED EQUIPMENT	38
INITIAL INVENTORY	40
CONDUCTING A GRAND OPENING	41
Planning	42

SECTION C

EEOC GUIDELINES	1
Employers Covered By EEOC-Enforced Laws	1
How Employees Are Counted	2
Record Keeping Requirements	2
Reporting Requirements	3
Charge Processing Procedures	3
Mediation	4
Remedies	5
Regulatory Enforcement Fairness Act	5
Technical Assistance	5
Informal Guidance	6
Publications	6
LAWS REGARDING HARASSMENT	7
Sexual Harassment	7
Racial And Ethnic Harassment	7
Pregnancy Discrimination	8
Religious Accommodation	8
Prevention	8
Handling Harassment Situations	9
IMMIGRATION REFORM/CONTROL ACT	10

WAGE AND LABOR LAWS	11	Mystery Shopper Program	12
What The FLSA Requires	11	Obtaining Customer Feedback	14
What The FLSA Does Not Require	13	Handling Complaints	14
FLSA Minimum Wage Poster	14	Handling Refund Requests	16
JOB DESCRIPTIONS	15	SALES PROCEDURES	17
Manager	16	Identifying Customers' Needs	19
Assistant Manager	19	Listening to Customers	21
Sales Associate	21	Building Rapport with Customers	22
RECRUITMENT	23	Handling Objections/Price Resistance	22
Employee Profile	23	Closing a Sale	22
Determining Hiring Needs	26	Suggestive Selling	23
Spreading The Word	26	POS SYSTEM MANAGEMENT	24
Employment Applications	28	Cash Paid-Outs	25
Interview Process	32	Voids	27
Reference Checks	40	No Sales	27
Background Checks	41	PROCESSING ORDERS	28
Job Offer	42	MONEY HANDLING PROCEDURES	29
DEVELOPING PERSONNEL POLICIES	44	Accepting Cash	29
HIRING ON A TRIAL BASIS	53	Accepting Checks	30
EMPLOYEE ORIENTATION	54	Accepting Credit/Debit Cards	31
Forms	54	Gift Certificates	32
Policies And Benefits	56	Counterfeit Money	33
Overview Of Operation	57	Short-Change Artists	34
TRAINING	58	DAILY CLOSE-OUT PROCEDURES	35
Training Tips	59	BANKING PROCEDURES	37
Orientation	63	OPERATING THE JUICE BAR AT ONE STOP	
Initial Training	64	NUTRITION	38
Ongoing Training	68	Product Preparation	38
COACHING	70	INTERNET STATIONS	41
Converse With Me	70	INVENTORY MANAGEMENT	42
Coaching Techniques	72	Using Approved Suppliers	42
SCHEDULING	75	Ordering Procedures	45
TIME REPORTING	79	Receiving Procedures	46
UNIFORM AND DRESS CODE	80	Inventory Rotation	47
PERFORMANCE EVALUATIONS	83	Physical Inventory Counts	47
Evaluation Process	83	Tracking Inventory Waste	48
Review Meeting	83	FRANCHISE REPORTING	49
PROGRESSIVE DISCIPLINE	83	Electronic Funds Transfer	50
TERMINATION/SEPARATION	83	CLEANING AND MAINTENANCE	53
Termination	83	Daily Store Cleaning	53
Separation	83	Weekly Cleaning	54
		Monthly Cleaning	54
SECTION D		Counters, Tables, Product Preparation Surfaces	54
SUGGESTED HOURS OF OPERATION	1	Floors	54
OPENING/CLOSING DUTIES	2	Walls and Ceilings	55
One Stop Nutrition Opening		Wash Bowls	55
Procedures	2	Windows	55
Ongoing Procedures	4	Lighting and Air Vents	56
One Stop Nutrition Closing Procedures	4	Waste Receptacles	56
CUSTOMER SERVICE	7	Care of Cleaning Equipment	56
Basic Needs of Customers	9	EQUIPMENT CARE	58
Basic Expectations of Customers	9	Coffee and Espresso Machine	58
Ways to Guarantee Good Customer Service	10	Blenders	58
Customer Service "Don'ts"	12		

Ice Machine	58
Tables	59
Refrigerators/Freezers	59
Reach-In Refrigerator/Merchandiser	59
Air Conditioner and Make-Up Air	60
SAFETY AND SECURITY	62
Responsibility	62
Orientation	63
Accident Reporting and Investigation	64
Worker's Compensation Issues	66
Fire Safety	66
Knife Safety	68
Robbery	69
Burglary	70
Disorderly Customers	71
FOOD SAFETY AND SANITATION	72
Types of Contamination	74
Cross-Contamination	74
Biological Hazards	74
Staphylococcus	76
Salmonellosis	77
Clostridium Perfringens (E. Coli)	78

SECTION E

ADVERTISING MEDIA	1
Direct Mail	2

Local Radio/Cable TV	4
Print	4
Yellow Pages	7
In-Store Promotion	7
Word Of Mouth	8
USING THE MARKS	9
REQUIRED ADVERTISING	
EXPENDITURES	10
Local Advertising Requirement	10
Advertising Fund	10
Regional Cooperative Advertising	11
Grand Opening Advertising	12
PUBLIC RELATIONS	13
COMMUNITY INVOLVEMENT	15
OBTAINING ADVERTISING APPROVAL	17

APPENDIX: FORMS

APPENDIX: GOOD HYGIENE PRACTICES SOP

APPENDIX: INVENTORY LIST

TOTAL PAGES: 305

**EXHIBIT F1
to One Stop Nutrition®
Franchise Disclosure Document**

**LIST OF OPEN FRANCHISED STORES
As of December 31, 2025**

ARIZONA

Avondale

Avondale – Dysart/McDowell
Avondale Store Holdings LLC
Zachary Dierickx (Owner)
13045 W. Rancho Santa Fe Blvd. Suite 105
Avondale, AZ 85392
623-243-9075

Avondale – Dysart/Thomas
Dysart OSN Holdings LLC
Zach Dierickx (Owner)
3025 N. Dysart Rd.
Avondale, AZ 85392
623-499-7869

Chandler

Chandler – Rural/Ray Rd
Rural Ray D&D LLC
Justin Dennis (Owner)
4939 W Ray Rd, Ste 5
Chandler, AZ 85226
480-597-4640

Chandler - Dobson/Warner
Dobson Warner D & D LLC
Justin Dennis (Owner)
2080 N. Dobson Rd, Ste 1
Chandler AZ 85224
480-508-4565

Chandler South - Arizona Ave/Ocotillo
Dansai LLC
(Owner) Akash Patel
3901 S. Arizona Ave Suite 4
Chandler, AZ 85248

480-404-6137

Gilbert

Gilbert – Gilbert/Warner
OSN Gilbert & Warner L.L.C
Harrison Rogers (Owner)
263 E. Warner Road, Suite C 101
Gilbert, AZ 85296
480-545-6156

Gilbert East – Higley/Ray
OSN Gilbert East LLC
Rebecca & Travis Renner (Owner)
1440 S. Higley Rd, Suite 101
Gilbert, AZ 85296
480-900-8540

Val Vista – Val Vista/Pecos
OSN Val Vista and Pecos LLC
Harrison Rogers (Owner)
3115 S. Val Vista Dr, Suite 106
Gilbert, AZ 85295
480-597-7404

Glendale

Glendale -- 43rd Ave and Glendale
Glendale OSN Holdings LLC
Zach Dierickx (Owner)
4337 W. Glendale Ave #2
Glendale, AZ 85301
623-688-6668

Glendale – 59th Ave /Loop 101
OSN Ventures LLC
Ben Gregg (Owner)
20329 N 59th Ave
Glendale, AZ 85308
523-455-5775

Glendale – 59th Ave/Peoria
OSN Ventures LLC
Ben Gregg (Owner)
5800 W. Peoria Ave Suite 101
Glendale, AZ 85302

623-455-5775

Glendale -- 83rd Ave/Union Hills
UH OSN LLC
Joseph Vanderbilt (Owner)
18255 North 83rd Avenue, Suite 103
Glendale AZ 85308
623-934-5550

Lavine

Laveen -- 59th Ave/Baseline
Laveen OSN LLC
Zach Dierickx (Owner)
7540 S. 59th Ave Suite 105
Laveen, AZ 85339
480-979-4770

Mesa

Mesa -- Alma School/US-60
Alma 60 D&D LLC
Justin Dennis (Owner)
1710 S Alma School Rd.
Mesa, Az 85210
480-820-2303

Mesa -- Ellsworth/Baseline
AXAR Nutrition LLC
Jeffrey Linn (Owner)
9115 E. Baseline Rd Suite 104
Mesa, AZ 85209
480-687-7023

Mesa -- Greenfield/US -60
OSN Greenfield & 60 LLC
Harrison Rogers (Owner)
1766 S. Greenfield Rd. Suite 102
Mesa, AZ 85206
480-507-2223

Mesa -- McKellips/Gilbert
OSN Gilbert & McKellips LLC
Harrison Rogers (Owner)
2036 N Gilbert Rd. Ste 5
Mesa, AZ 85203

480-836-3033

Mesa – Signal Butte/Baseline
OONA-CAL LLC
Jeffrey Linn (Owner)
1917 Signal Butte Rd. Suite 102
Mesa AZ 85209
480-380-2444

Mesa North – Power/McDowell
CEO Nutrition LLC
Jeffrey Linn (Owners)
6747 E. McDowell RD Suite 103
Mesa, AZ 85215
480-807-3000

Peoria

Peoria – Lake Pleasant/Deer Valley
Deer Valley OSN LLC
Zach Dierickx (Owner)
21391 N. Lake Pleasant Pkwy Unit 1810
Peoria, AZ 85382
623-688-7193

Peoria -- Lake Pleasant/Happy Valley
OSN Ventures LLC
Ben Gregg (Owner)
25101 N. Lake Pleasant Pkwy Suite 1350
Peoria, AZ 85383
623-566-9700

Peoria – 83rd Ave/Thunderbird
OSN Ventures LLC
Ben Gregg (Owner)
13875 N 83rd Ave
Peoria, AZ 85381
623-439-7776

Phoenix

Ahwatukee – Chandler/48th St
AHWATUKEE D&D LLC
Justin Dennis (Owner)
15425 S. 48th St., Suite 110
Phoenix AZ 85044

480-785-5460

Arcadia – 44th St/Indian School
OSN Arcadia LLC
Anthony Giordano (Owner)
4115 N. 44th St
Phoenix, AZ 85018
602-956-0009

Cave Creek -- Cave Creek/Cactus
Cactus Cave Holdings LLC
Zachary Dierickx (Owner)
12425 N. Cave Creek Rd. Suite 102
Phoenix, AZ 85022
602-607-5742

Desert Ridge – Tatum/Loop 101
101 OSN Holdings LLC
Bryson & Melissa Hevner (Owner)
20910 N. Tatum Blvd Suite 100
Phoenix, AZ 85050
480-585-3500

Downtown – City Scape
Downtown PHX LLC
Anthony Giordano (Owner)
2 E. Jefferson St. Suite 22-215
Phoenix, AZ 85004
602-237-6297

Happy Valley
OSN Ventures LLC
Ben Gregg (Owner)
24786 N. 67th Ave, Ste 105
Phoenix, AZ 85383
623-401-2758

Scottsdale – Scottsdale Rd/Mayo
OSN Ventures LLC
Ben Gregg (Owner)
7000 E. Mayo Blvd Suite 1012
Phoenix, AZ 85054
480-585-4444

Phoenix North – 7th St/Bell
Moon Holdings LLC

Zachary Dierickx & Jacob Aubry (Owner)
350 E. Bell Rd. Suite 115
Phoenix, AZ 85022
602-971-2882

Norterra – I-17/Happy Valley
OSN Ventures LLC
Ben Gregg (Owner)
2501 W. Happy Valley Rd. Suite 32-1075
Phoenix, AZ 85085
602-603-5434

Phoenix Central -- 7th Ave./Camelback
OSN Ventures LLC
Ben Gregg (Owner)
702 W. Camelback Rd Suite 6
Phoenix, AZ 85013
602-274-3500

Biltmore Fashion Park
OSN Ventures LLC
Ben Gregg (Owner)
2502 E Camelback Rd, Ste 216
Phoenix AZ 85016
602-603-5735

Paradise Valley – Tatum/Cactus
Paradise Valley OSN Holdings LLC
Zachary Dierickx (Owner)
12845 N Tatum Blvd, Ste 1A
Phoenix, Az 85032
602-971-1911

Phoenix -- 32nd St/Bell
North Phoenix Holdings LLC
Zachary Dierickx & Jacob Aubry (Owners)
3329 E Bell Road, Suite 115
Phoenix AZ 85032
602-992-6213

Phoenix – 29th Ave/Bell Rd
29 Bell Holdings LLC
Zach Dierickx (Owner)
2814 W. Bell Rd Suite 1460
Phoenix, AZ 85053
480-997-1474

Queen Creek

Queen Creek -- Ellsworth/ Riggs
OSN Queen Creek South LLC
Rebecca & Travis Renner (Owner)
25166 S. Ellsworth Rd. Suite B104
Queen Creek, AZ 85142
480-795-4469

Queen Creek -- Power/Rittenhouse
OSN Power Ranch LLC
Rebecca & Travis Renner (Owner)
18550 E. Rittenhouse Rd. Suite 102
Queen Creek AZ 85242
480-840-0500

San Tan Valley

San Tan Valley – Ironwood /Ocotillo
OSN San Tan Valley LLC
Rebecca & Travis Renner (Owner)
40515 N. Ironwood Rd. Suite 101A
San Tan Valley, AZ 85140

Scottsdale

McCormick Ranch – Hayden/Indian Bend
B4G26 LLC
Thomas Derrick Turnbow (Owner)
7353 N. Via Paseo Del Sur Suite 430
Scottsdale, AZ 85258
480-948-1215

Scottsdale – Frank Lloyd Wright/Via Linda
S&R FLW LLC
Seth Wampler (Owner)
11291 E. Via Linda Suite 136
Scottsdale, AZ 85259
480-219-2308

Scottsdale – Scottsdale Rd/Shea
OSN Ventures LLC
Ben Gregg (Owner)
10626 N Scottsdale Rd
Scottsdale AZ 85254

480-609-5120

Scottsdale -- Northsight/Raintree
OSN Ventures LLC
Ben Gregg (Owner)
14747 N. Northsight Blvd Suite 113
Scottsdale, AZ 85260
480-991-3426

Scottsdale South -- Scottsdale Rd/McKellips
South Scottsdale LLC
Justin Dennis (Owner)
701 N. Scottsdale Rd.
Scottsdale, AZ 85257
480-894-5100

Scottsdale – Frank Lloyd Wright/Loop 101
OSN Ventures LLC
Ben Gregg and James Gabriele (Owners)
15678 N. Frank Lloyd Wright Blvd Suite 120
Scottsdale, AZ 85260
480-686-9954

Surprise

Marley Park – Litchfield/Waddell
Surp 3 OSN LLC
Joseph Vanderbilt (Owner)
13580 N. Litchfield Rd Suite 140
Surprise, AZ 85379
602-377-1990

Surprise – Loop 303/Bell
Vanderbilt OSN 2 LLC
Joseph Vanderbilt (Owner)
16581 W Bell Rd Suite 109
Surprise, AZ 85374

Surprise – Reems/Bell Rd
Vanderbilt OSN LLC
(Owner) Joseph Vanderbilt
15459 W. Bell Rd Suite 109
Surprise, AZ 85374
623-455-5799

Tempe

Tempe South -- Priest/Warner
Tempe D&D LLC
Justin Dennis (Owner)
8707 S. Priest Dr. Suite 107
Tempe, AZ 85284
480-785-5255

Tempe – Rural/Broadway
Rural Broadway D&D LLC
Justin Dennis (Owner)
2101 S. Rural Rd Suite 15
Tempe, AZ 85282
480-590-6329

Tucson

Tucson – Oracle/Ina
OSN N. Oracle LLC
Lincoln Pace (Owner)
7292 N. Oracle Rd.
Tucson, AZ 85704
520-800-1777

Tucson – Wilmot/Broadway Blvd
OSN Tucson LLC
Lincoln Pace (Owner)
245 S. Wilmot Suite 175
Tucson, AZ 85711
520-800-1888

Tucson South – I-19/Irvington
OSN Tucson 3 LLC
Lincoln Pace (Owner)
4830 S Calle Santa Cruz, Suite 110
Tucson, AZ 85714
520-800-1999

TEXAS

Southlake
SL OSN LLC
Brandon Brown (Owner)
2704 E Southlake Blvd, Ste 101

Southlake, TX 76092
817-912-1107

Spring
OSN Riley Fuzzel LLC
Ryan Boudeaux and Will Sere (Owners)
3466 Discovery Creek Blvd Ste 200
Spring, TX 77386
281-323-4857

**LIST OF FRANCHISEES WITH A FRANCHISE AGREEMENT
WITH US BUT NOT YET OPENED**
As of December 31, 2025

Arizona

Avondale – 99th Ave/Indian School
Indian School OSN LLC
Zach Dierickx (Owner)

Casa Grande
OSN Casa Grande LLC
Akash Patel (Owner)
Casa Grande, AZ 85122

Glendale – 75th Ave/101
75 OSN LLC
Zach Dierickx (Owner)

Glendale – 59th Ave/Thunderbird
Thunderbird OSN LLC
Zach Dierickx (Owner)

Glendale – 83rd Ave/Camelback
83 Camelback OSN LLC
Zach Dierickx (Owner)

Phoenix – 19th Ave/Northern
Northern OSN LLC
Zach Dierickx (Owner)

Phoenix – I-17/Carefree HWY
Carefree OSN LLC
Zach Dierickx (Owner)

Phoenix – 20th St/Camelback
Town and Country OSN LLC
Zach Dierickx (Owner)

Florida

Florida – Hudson
Taylor Nutrition Ventures LLC
Ryan Taylor, Travis Taylor and Trevor Taylor (Owners)
8946 SR 52
Hudson, FL 34667

**EXHIBIT F2
to One Stop Nutrition®
Franchise Disclosure Document**

**LIST OF FORMER FRANCHISEES
WHO LEFT THE SYSTEM IN 2025**

ARIZONA

Gilbert – Gilbert/Warner
Gilbert D & D LLC
Justin Dennis (Owner)
263 E. Warner Road, Suite C 101
Gilbert, AZ 85296
480-545-6156

[Franchisee transferred this Store, but owner continues to own and operate other franchised One Stop Nutrition® Stores]

Val Vista – Val Vista/Pecos
Val Vista Pecos D & D LLC
Justin Dennis (Owner)
3115 S. Val Vista Dr, Suite 106
Gilbert, AZ 85295
480-597-7404

[Franchisee transferred this Store, but owner continues to own and operate other franchised One Stop Nutrition® Stores]

Mesa – Greenfield/US -60
Greenfield D & D LLC
Justin Dennis (Owner)
1766 S. Greenfield Rd. Suite 102
Mesa, AZ 85206
480-507-2223

[Franchisee transferred this Store, but owner continues to own and operate other franchised One Stop Nutrition® Stores]

Mesa – McKellips/Gilbert
Gilbert McKellips D& D LLC
Justin Dennis (Owner)
2036 N Gilbert Rd. Ste 5
Mesa, AZ 85203
480-836-3033

[Franchisee transferred this Store, but owner continues to own and operate other franchised One Stop Nutrition® Stores]

Desert Ridge – Tatum/Loop 101
Aubry OSN LLC

Jacob Aubry (Owner)
20910 N. Tatum Blvd Suite 100
Phoenix, AZ 85050
480-585-3500

[Franchisee transferred this Store, but owner continues to own and operate other franchised One Stop Nutrition® Stores]

Marley Park – Litchfield/Waddell
Marley Park OSN LLC
Zach Dierickx (Owner)
13580 N. Litchfield Rd Suite 140
Surprise, AZ 85379
602-377-1990

[Franchisee transferred this Store, but owner continues to own and operate other franchised One Stop Nutrition® Stores]

**LIST OF FORMER FRANCHISEES
WHO LEFT THE SYSTEM IN 2026**
As of Issuance Date

None

EXHIBIT G
to One Stop Nutrition®
Franchise Disclosure Document

FINANCIAL STATEMENTS

ONE STOP NUTRITION FRANCHISING, L.L.C.
FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024
(AUDITED)

INDEPENDENT AUDITOR'S REPORT

To the Members
One Stop Nutrition Franchising, L.L.C.
Tempe, Arizona

Opinion

We have audited the accompanying financial statements of One Stop Nutrition Franchising, L.L.C. (an Arizona limited liability company), which comprises the balance sheet as of December 31, 2025 and 2024, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of One Stop Nutrition Franchising, L.L.C. as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of One Stop Nutrition Franchising, L.L.C. 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.

To the Members
One Stop Nutrition Franchising, L.L.C.

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 One Stop Nutrition Franchising, L.L.C.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of One Stop Nutrition Franchising, L.L.C.'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.

To the Members
One Stop Nutrition Franchising, L.L.C.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about One Stop Nutrition Franchising, L.L.C.'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.

March 19, 2026

Joseph A. Martin, C.P.A., P.C.

ONE STOP NUTRITION FRANCHISING, L.L.C.
BALANCE SHEET
DECEMBER 31, 2025 AND 2024
(AUDITED)

ASSETS	2025	2024
CURRENT ASSETS:		
Cash (Notes 2,10)	\$ 669,344	\$ 217,719
Escrow deposits	4,977	3,947
Royalties receivable	13,875	10,708
Prepaid expenses	49,709	2,721
TOTAL CURRENT ASSETS	<u>737,905</u>	<u>235,095</u>
PROPERTY AND EQUIPMENT - NET (NOTES 2,4)	5,305,329	5,560,311
LOAN FEES - NET OF AMORTISATION	12,316	13,090
DUE FROM RELATED PARTIES (NOTE 9)	3,892	3,892
TOTAL ASSETS	<u>26,059,442</u>	<u>25,812,388</u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 29,384	\$ 14,778
Interest payable	7,259	15,094
Current portion of long-term debt	87,912	96,818
Current portion - obligations under capital lease (Note 6)	20,770	19,347
Deferred franchise fees (Note 7)	52,500	72,500
Payroll and related liabilities	19,805	1,166
TOTAL CURRENT LIABILITIES	<u>217,630</u>	<u>219,703</u>
OBLIGATIONS UNDER CAPITAL LEASE - NET OF CURRENT PORTION ABOVE (NOTE 6)	284,909	305,679
LONG-TERM DEBT - NET OF CURRENT PORTION ABOVE (NOTE 5)	<u>2,635,583</u>	<u>2,721,850</u>
TOTAL LIABILITIES	<u>2,138,122</u>	<u>3,247,232</u>
MEMBERS' EQUITY:		
Members' Equity	<u>2,921,320</u>	<u>2,565,156</u>
TOTAL MEMBERS' EQUITY	<u>2,921,320</u>	<u>2,565,156</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>26,059,442</u>	<u>25,812,388</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

ONE STOP NUTRITION FRANCHISING, L.L.C.
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024
(AUDITED)

	<u>2025</u>	<u>2024</u>
REVENUE:		
Royalties & marketing fees	\$ 1,715,559	\$ 1,605,068
Franchise fees	<u>85,000</u>	<u>40,000</u>
TOTAL REVENUE	<u>1,800,559</u>	<u>1,645,068</u>
EXPENSES:		
Advertising & marketing	138,137	172,962
Automobile	10,766	19,569
Bank charges	30	120
Charitable contributions	2,892	2,535
Dues & subscriptions	158	42
Franchise development	22,500	-
Franchisee incentives	14,977	10,434
Insurance	18,609	25,113
Interest	117,349	124,370
Licenses & permits	691	5,728
Management fees	100,000	200,000
Occupancy costs	29,844	28,534
Office supplies	10,575	10,069
Outside services	24,741	40,000
Payroll	251,482	50,364
Payroll taxes & related expenses	39,176	14,690
Postage and shipping	386	628
Professional fees	108,699	40,607
Property taxes	34,138	33,564
Repairs & maintenance	1,548	1,889
Telephone & internet	18,846	13,771
Trademark expense	1,150	-
Travel & entertainment	87,457	77,716
Depreciation & amortization	<u>262,020</u>	<u>217,013</u>
TOTAL EXPENSES	<u>1,296,171</u>	<u>1,089,718</u>
INCOME FROM OPERATIONS	<u>504,388</u>	<u>555,350</u>
GAIN ON DISPOSAL OF ASSETS	-	21,496
INTEREST INCOME	<u>6,774</u>	<u>50</u>
NET INCOME	<u>\$ 511,162</u>	<u>\$ 576,896</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

ONE STOP NUTRITION FRANCHISING, L.L.C.
STATEMENT OF CHANGES IN MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024
(AUDITED)

	<u>2025</u>	<u>2024</u>
BALANCE, JANUARY 1	\$ 2,565,156	\$ 2,538,260
NET INCOME	511,162	576,896
DISTRIBUTIONS TO MEMBERS:		
Cash	<u>(154,998)</u>	<u>(550,000)</u>
BALANCE, DECEMBER 31	<u>\$ 2,921,320</u>	<u>\$ 2,565,156</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

ONE STOP NUTRITION FRANCHISING, L.L.C.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024
(AUDITED)

	<u>2025</u>	<u>2024</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 511,162	\$ 576,896
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortisation	262,020	217,013
Gain on sale of asset	-	(21,496)
Changes in operating assets and liabilities:		
Decrease (increase) in:		
Royalties receivable	(3,166)	13,738
Supplier rebate receivable	-	297
Franchise fees receivable	-	20,000
Prepaid expense	(45,846)	(1,740)
Deposits	(2,172)	-
Increase (decrease) in:		
Accounts payable	14,606	(4,626)
Payroll related	18,639	170
Interest payable	(7,835)	7,499
Deferred franchise fees	(20,000)	27,500
Total adjustments	<u>216,246</u>	<u>258,355</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>727,408</u>	<u>835,251</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property & equipment	(6,264)	(15,151)
Down-payment on lease	-	(194,241)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(6,264)</u>	<u>(209,392)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments on notes payable	(95,174)	(104,182)
Capital lease payments	(19,347)	(11,317)
Distributions to members	(154,998)	(550,000)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(269,519)</u>	<u>(665,499)</u>
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	451,625	(39,640)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>217,719</u>	<u>257,359</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 669,344</u>	<u>\$ 217,719</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

1. ORGANISATION:

One Stop Nutrition Franchising, L.L.C. ("the Company", an Arizona limited liability company) was organized in July 2004 and offers franchises for stores operating under the trade name *One Stop Nutrition*SM. The stores sell nutritional supplements and related products. The Company offers franchises, including master development franchises, throughout the United States of America. Membership interest is summarized as follows:

<u>Member</u>	<u>% Interest</u>
Brian Kerry	50%
Jennifer Kerry	50%

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Basis of presentation. The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America. Certain accounts in the prior year have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

Cash consists of cash and money market funds which are considered to be cash or cash equivalents.

Franchise fees and royalties. Franchise fees are payments for the right to operate a franchise using the *One Stop Nutrition*SM trade name, for the use of operating manuals and for initial training. Revenue from franchise fees, which are generally non-refundable, is recognized when the pre-opening obligations required by the franchise agreement have been substantially performed by the Company which typically occurs when the initial training has been completed which generally corresponds to the opening of the store. Initial franchise fee for the first and second store is \$30,000 and \$25,000 for the third store, \$20,000 for the fourth store and \$15,000 for each store thereafter. Master development franchise fee is recognized when the obligations required by the franchise agreement have been substantially performed by the Company. The Company has elected to apply the practical expedient pursuant to ASC 952-606-25-2 in which the pre-opening services provided to the franchisees and specified above are treated as a single performance obligation.

Royalty revenue from franchisees is based on 6% of the store's gross revenue and is recognized in the period in which the related store sales occurred. In addition to the royalty fee, there is a 1% marketing fee which is also based on the store's gross revenue. Certain franchisees are charged royalties at 5% of gross revenue based on franchise agreements signed prior to the implementation of the increase in royalty fees to 6%.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Supplier rebates. The Company maintains agreements with approved suppliers to provide nutritional and health supplements to its franchisees on an exclusive basis. Such agreements provide for rebates to the Company for up to 1% of the purchase price of the product purchased and paid by the franchisees. Revenue and the related receivable from these rebates are recognized when the product is invoiced by the vendor to the franchisee.

Property and equipment is carried at cost. Depreciation of property and equipment is provided using the straight-line method for financial reporting purposes, and is based on the estimated useful life of 5 to 35 years.

Advertising costs are expensed as incurred. Advertising costs for 2025 and 2024 were \$138,137 and \$172,962, respectively.

Prepaid franchise costs. Costs incurred in connection with the sale and development of a franchised store, prior to the commencement of operations, have been deferred. Such costs are primarily commissions and may include other expenses directly associated with preparing the store for operations. Such costs are charged to expense once the pre-opening obligations under the franchise agreement are met and the related revenue is recognized.

Deferred Franchise Development Costs. Costs incurred in connection with the development of the franchise concept, offering documents and operations manuals have been deferred. The costs are being amortized using the straight-line method over the 5-year estimated useful life of the asset.

Income taxes. Federal and state income taxes are not payable by, or provided for, the Company. The Company has elected to be taxed as a partnership under the provisions of the Internal Revenue Code. Members are taxed individually on their share of the Company's earnings.

Use of estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make 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 amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

3. NON-CASE INVESTING AND FINANCING TRANSACTIONS:

Interest paid in 2025 and 2024 was \$125,184 and \$116,870, respectively.

During 2024, the Company entered into a capital lease for a vehicle with a net present value of \$330,065 (See Note 6) which included a trade-in of another leased vehicle. This resulted in the pay-off of the underlying lease liability of \$166,632. Also during 2024, the Company traded in a vehicle for a vehicle that is owned by the Members which resulted in the pay-off of the underlying promissory note of \$25,888.

4. PROPERTY AND EQUIPMENT:

Property and equipment at December 31, 2025 and 2024 is presented as follows:

	<u>2025</u>	<u>2024</u>
Building & improvements	\$ 4,253,290	\$ 4,253,290
Land	1,061,827	1,061,827
Furniture, fixtures & equipment	204,054	197,790
Vehicles	<u>728,232</u>	<u>728,232</u>
Total	6,247,403	6,241,139
Less - accumulated depreciation	<u>(942,074)</u>	<u>(680,828)</u>
Property and equipment - net	<u>\$ 5,305,329</u>	<u>\$ 5,560,311</u>

Depreciation expense for 2025 and 2024 was \$261,247 and \$216,239, respectively. The real estate and vehicles are collateralized by the notes payable described at Note 5.

On October 13, 2021, the Company acquired real property in Maui, Hawaii for use as a corporate office and retreat. The cost to acquire the property was \$2,300,000 excluding closing costs. The purchase was financed by a bank loan in the amount of \$1,000,000 (See Note 5) which is secured by the real estate.

On December 22, 2021, the Company acquired real property in Phoenix, Arizona for use as a warehouse. The cost to acquire the property was \$3,000,000 excluding closing costs. The purchase was financed by a bank loan in the amount of \$2,000,000 (See Note 5) which is secured by the real estate. Loan fees of \$15,476 are being amortized over the life of the loan.

During 2024, the Company acquired a vehicle with capitalized cost of \$508,905 under a closed-end lease agreement (Note 6). Terms of the agreement included the trade-in of a leased vehicle, pay-off of the underlying lease liability (Note 3) and a down payment of \$200,000. The trade-in allowance was \$155,00. A gain of \$17,054 was recognized as a result of this transaction and automobile registration fees of \$5,759 was applied to the down-payment.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

5. LONG-TERM DEBT (CONTINUED):

Long-term debt at December 31, 2025 and 2024 is presented as follows:

	<u>2025</u>	<u>2024</u>
Note payable to a credit union; interest at 3.65% per annum; monthly principal and interest payments of \$10,415; the remaining principal balance due January 2032; and collateralized by real estate:	\$ 1,801,049	\$ 1,855,536
Note payable to a bank; interest at 3.25% per annum; monthly principal and interest payments of \$4,352; the remaining principal balance due November 2031; and collateralized by real estate:	913,993	936,121
Note payable to a credit union; at 2.19% per annum; monthly principal and interest payments of \$1,721; the remaining principal balance due May 2026; and collateralized by a vehicle:	<u>8,452</u>	<u>27,011</u>
Total long-term debt	2,723,495	2,818,668
Less - current portion	<u>(87,912)</u>	<u>(96,818)</u>
Long-term debt - net of current portion	<u>\$ 2,635,583</u>	<u>\$ 2,721,850</u>

Maturity requirements on long-term debt are as follows:

<u>Year Ending December 31,</u>	
2026	\$ 87,912
2027	82,431
2028	85,515
2029	88,715
2030	92,035
Thereafter	<u>2,286,887</u>
	<u>\$ 2,723,495</u>

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

6. LEASES:

Capital Lease -

The Company has entered into a capital lease obligation at an interest rate of 7.12% and collateralized by a leased vehicle. At December 31, 2025, the future minimum lease payments are presented as follows:

2026	\$ 41,854
2027	<u>302,898</u>
	344,752
Less - amount representing interest	<u>(39,073)</u>
Present value of minimum lease payments	305,679
Less - current portion	<u>(20,770)</u>
Obligations under capital lease - net of current portion	<u>\$ 284,909</u>

7. DEFERRED FRANCHISE FEES:

During 2025, the Company sold three franchises. Five franchises began operations during 2025 and two franchises are scheduled to begin operations during 2026. As of December 31, 2025, initial franchise fee payments of \$52,500 were deferred. Since the initial pre-opening obligations required by the franchise agreement had been substantially performed, \$20,000 of deferred initial franchise fee revenue was recognized in 2025. Two of the franchises sold in 2025 were opened in the same year resulting in the recognition of \$5,000 in franchise fee revenue.

During 2024, the Company sold four franchises. Five franchise began operations during 2024 and seven franchises were scheduled to begin operations during 2025. As of December 31, 2024, initial franchise fee payments of \$72,500 were deferred. Since the initial pre-opening obligations required by the franchise agreement had been substantially performed, \$40,000 of deferred initial franchise fee revenue was recognized in 2024.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

8. RETIREMENT PLANS:

401(k) Profit Sharing Plan -

The Company sponsors a 401(k) profit sharing plan covering substantially all of its employees. The plan provides that employees who have completed one year of service can voluntarily contribute to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Pursuant to the plan, the Company matches participant contributions at 100% up to 4% of the participants' gross wages. Employer profit sharing contributions are discretionary and are determined and authorized by the members of the Company each plan year. In addition, an employee becomes 100% vested with respect to the employer profit sharing contributions. Employer contributions during the year ended December 31, 2025 and 2024 were \$7,731 and \$3,990, respectively, and are included in payroll taxes & related expenses.

9. RELATED PARTIES:

The following summarizes entities which are affiliated by common control and operate the same type of business as the Company. Any transactions between the Company and the affiliate and other related parties are also summarized.

During 2025 and 2024, the Company paid \$100,000 and \$200,000, respectively, in management fees to One Stop Nutrition Franchise Corporation which is owned by the same individuals that are Members of the Company.

The amount due from related parties, as of December 31, 2025 and 2024, is \$3,892 and \$3,892, respectively. During 2024, the Company assigned a vehicle to its members to use as a trade-in for a personal vehicle. The trade-in value was \$23,000 and the pay-off amount on underlying loan was \$25,888. The difference of \$2,888 was credited to the due from related party account. A gain of \$4,442 was recognized as a result of this transaction. The amount due does not bear interest and no formal repayment terms have been established.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

10. CONCENTRATION OF CREDIT RISK & ECONOMIC DEPENDENCY:

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

As of December 31, 2025, twenty-eight franchises in operation are owned by separate entities which are controlled by three different common owners. In the opinion of management, this does not pose a significant risk to the operation of the Company as the operations of the franchise locations, individually and in the aggregate, are financially viable.

11. FRANCHISES:

During 2025, five franchise store began operations. At December 31, 2025 there were fifty-five franchise stores in operation.

During 2024, five franchise store began operations. At December 31, 2024 there were fifty franchise stores in operation.

Franchise activity is detailed as follows:

	<u>Franchises</u>
In operation, December 31, 2023	<u>49</u>
Commenced operations in 2024	5
Ceased operations in 2024	<u>(4)</u>
In operation, December 31, 2024	<u>50</u>
Commenced operations in 2025	5
Ceased operations in 2025	<u>(-)</u>
In operation, December 31, 2025	<u>55</u>

During 2025, six franchised locations changed ownership and the Company recognized \$60,000 in franchise fee revenue as a result of these transfers.

During 2024, one franchised locations changed ownership and there were no franchise fees recognized from such transfer.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

12. FRANCHISES (CONTINUED):

The Company will waive franchise fees for selected franchise locations. This is based on the franchisee's experience in operating One Stop NutritionSM franchises and on the number of One Stop NutritionSM franchises owned by the franchisee.

In conjunction with the franchise agreement, franchisees are required to sign a supply agreement with OSN Labs, LLC (OSNL) which is owned by the Company's members. Products sold by OSNL to the franchisees include nutritional supplements and related items. Sales to the franchisees during 2025 and 2024 were \$2,820,465 and \$2,453,506, respectively.

During 2025 and 2024, OSN Distribution, LLC (OSND), which is owned by the Company's members, sold smoothie's, mixes, paper product and private label dry and frozen goods to the Company's franchisees. Sales to the franchisees during 2025 and 2024 were \$4,864,693 and \$4,359,379, respectively.

13. SUBSEQUENT EVENTS:

In preparing the financial statements, the Company has considered events and transactions that have occurred through March 19, 2026, the date the financial statements were available to be issued. The following events occurred subsequent to year end:

Subsequent to year end, the ownership of two franchised locations were transferred and as a result two franchise agreements were executed.

ONE STOP NUTRITION FRANCHISING, L.L.C.
FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023
(AUDITED)

JOSEPH A. MARTIN, C.P.A., P.C.

Certified Public Accountant

5134 North Central Ave., Suite 104
Phoenix, Arizona 85012

Office: (602) 265-1455

Fax: (602) 265-4033

INDEPENDENT AUDITOR'S REPORT

To the Members
One Stop Nutrition Franchising, L.L.C.
Tempe, Arizona

Opinion

We have audited the accompanying financial statements of One Stop Nutrition Franchising, L.L.C. (an Arizona limited liability company), which comprises the balance sheet as of December 31, 2024 and 2023, and the related statements of income, changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of One Stop Nutrition Franchising, L.L.C. as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of One Stop Nutrition Franchising, L.L.C. 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.

To the Members
One Stop Nutrition Franchising, L.L.C.

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 One Stop Nutrition Franchising, L.L.C.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of One Stop Nutrition Franchising, L.L.C.'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.

To the Members
One Stop Nutrition Franchising, L.L.C.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about One Stop Nutrition Franchising, L.L.C.'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.

May 23, 2025

Joseph A. Martin, C.P.A., P.C.

A handwritten signature in black ink that reads "Joseph A. Martin, CPA, PC". The signature is written in a cursive style with a large, looped initial "J".

ONE STOP NUTRITION FRANCHISING, L.L.C.
BALANCE SHEET
DECEMBER 31, 2024 AND 2023
(AUDITED)

ASSETS		
	<u>2024</u>	<u>2023</u>
CURRENT ASSETS:		
Cash (Notes 2,10)	\$ 217,719	\$ 257,359
Deposits	2,805	2,805
Royalties receivable	10,708	24,446
Franchise fees receivable	-	20,000
Supplier rebate receivable	-	297
Prepaid expenses	<u>3,863</u>	<u>2,122</u>
TOTAL CURRENT ASSETS	<u>235,095</u>	<u>307,029</u>
PROPERTY AND EQUIPMENT - NET (NOTES 2,4)	5,560,311	5,408,998
LOAN FEES - NET OF AMORTIZATION	13,090	13,864
DUE FROM RELATED PARTIES (NOTE 9)	<u>3,892</u>	<u>6,780</u>
TOTAL ASSETS	<u>\$5,812,388</u>	<u>\$5,736,671</u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	\$ 14,778	\$ 19,404
Interest payable	15,094	7,595
Current portion of long-term debt	96,818	102,668
Current portion - obligations under capital lease (Note 6)	19,347	13,308
Deferred franchise fees (Note 7)	72,500	45,000
Payroll and related liabilities	<u>1,166</u>	<u>996</u>
TOTAL CURRENT LIABILITIES	<u>219,703</u>	<u>188,971</u>
OBLIGATIONS UNDER CAPITAL LEASE - NET OF CURRENT PORTION ABOVE (NOTE 6)	305,679	163,370
LONG-TERM DEBT - NET OF CURRENT PORTION ABOVE (NOTE 5)	<u>2,721,850</u>	<u>2,846,070</u>
TOTAL LIABILITIES	<u>3,247,232</u>	<u>3,198,411</u>
MEMBERS' EQUITY:		
Members' Equity	<u>2,565,156</u>	<u>2,538,260</u>
TOTAL MEMBERS' EQUITY	<u>2,565,156</u>	<u>2,538,260</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$5,812,388</u>	<u>\$5,736,671</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

ONE STOP NUTRITION FRANCHISING, L.L.C.
STATEMENT OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(AUDITED)

	<u>2024</u>	<u>2023</u>
REVENUE:		
Royalties & marketing fees	\$ 1,605,068	\$ 1,781,540
Franchise fees	40,000	35,000
Rental income	-	-
Supplier rebates	-	297
TOTAL REVENUE	<u>1,645,068</u>	<u>1,816,837</u>
EXPENSES:		
Advertising & marketing	172,962	160,882
Automobile	19,569	53,247
Bank charges	120	121
Charitable contributions	2,535	1,653
Dues & subscriptions	42	237
Franchisee incentives	10,434	4,411
Insurance	25,113	17,589
Interest	124,370	118,768
Licenses & permits	5,728	554
Management fees	200,000	925,000
Occupancy costs	28,534	29,824
Office supplies	10,069	11,523
Outside services	40,000	-
Payroll	50,364	89,565
Payroll taxes & related expenses	14,690	17,027
Postage and shipping	628	4,761
Professional fees	40,607	51,194
Property taxes	33,564	36,785
Repairs & maintenance	1,889	15,888
Telephone & internet	13,771	12,572
Travel & entertainment	77,716	70,265
Depreciation & amortization	217,013	212,625
TOTAL EXPENSES	<u>1,089,718</u>	<u>1,834,491</u>
INCOME (LOSS) FROM OPERATIONS	<u>555,350</u>	<u>(17,654)</u>
GAIN ON DISPOSAL OF ASSETS	21,496	-
INTEREST INCOME	<u>50</u>	<u>351</u>
NET INCOME (LOSS)	<u>\$ 576,896</u>	<u>\$ (17,303)</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

ONE STOP NUTRITION FRANCHISING, L.L.C.
STATEMENT OF CHANGES IN MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(AUDITED)

	<u>2024</u>	<u>2023</u>
BALANCE, JANUARY 1	\$ 2,538,260	\$ 2,556,449
NET INCOME (LOSS)	576,896	(17,303)
DISTRIBUTIONS TO MEMBERS:		
Cash	<u>(550,000)</u>	<u>(886)</u>
BALANCE, DECEMBER 31	<u>\$ 2,565,156</u>	<u>\$ 2,538,260</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

ONE STOP NUTRITION FRANCHISING, L.L.C.
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023
(AUDITED)

	<u>2024</u>	<u>2023</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	\$ 576,896	\$(17,303)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:		
Depreciation and amortization	217,013	212,625
Gain on sale of asset	(21,496)	-
Changes in operating assets and liabilities:		
Decrease (increase) in:		
Royalties receivable	13,738	10,045
Supplier rebate receivable	297	475
Franchise fees receivable	20,000	(20,000)
Prepaid expense	(1,740)	(1,388)
Increase (decrease) in:		
Accounts payable	(4,626)	(10,964)
Payroll related	170	(1,502)
Interest payable	7,499	356
Deferred franchise fees	27,500	(5,000)
Total adjustments	258,355	184,647
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>835,251</u>	<u>167,344</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property & equipment	(15,151)	-
Down-payment on lease	(194,241)	-
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(209,392)</u>	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Principal payments on notes payable	(104,182)	(100,094)
Capital lease payments	(11,317)	(12,574)
Distributions to members	(550,000)	(886)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(665,499)</u>	<u>(113,554)</u>
INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>(39,640)</u>	<u>53,790</u>
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>257,359</u>	<u>203,569</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 217,719</u>	<u>\$ 257,359</u>

The accompanying notes are an integral part of these financial statements.
See the independent auditor's report.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

1. ORGANIZATION:

One Stop Nutrition Franchising, L.L.C. ("the Company", an Arizona limited liability company) was organized in July 2004 and offers franchises for stores operating under the trade name **One Stop NutritionSM**. The stores sell nutritional supplements and related products. The Company offers franchises, including master development franchises, throughout the United States of America. Membership interest is summarized as follows:

<u>Member</u>	<u>% Interest</u>
Brian Kerry	50%
Jennifer Kerry	50%

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Basis of presentation. The financial statements of the Company have been prepared in accordance with accounting principles generally accepted in the United States of America. Certain accounts in the prior year have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

Cash consists of cash and money market funds which are considered to be cash or cash equivalents.

Franchise fees and royalties. Franchise fees are payments for the right to operate a franchise using the **One Stop NutritionSM** trade name, for the use of operating manuals and for initial training. Revenue from franchise fees, which are generally non-refundable, is recognized when the pre-opening obligations required by the franchise agreement have been substantially performed by the Company which typically occurs when the initial training has been completed which generally corresponds to the opening of the store. Initial franchise fee for the first and second store is \$30,000 and \$25,000 for the third store, \$20,000 for the fourth store and \$15,000 for each store thereafter. Master development franchise fee is recognized when the obligations required by the franchise agreement have been substantially performed by the Company. The Company has elected to apply the practical expedient pursuant to ASC 952-606-25-2 in which the pre-opening services provided to the franchisees and specified above are treated as a single performance obligation.

Royalty revenue from franchisees is based on 6% of the store's gross revenue and is recognized in the period in which the related store sales occurred. In addition to the royalty fee, there is a 1% marketing fee which is also based on the store's gross revenue. Certain franchisees are charged royalties at 5% of gross revenue based on franchise agreements signed prior to the implementation of the increase in royalty fees to 6%.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED):

Supplier rebates. The Company maintains agreements with approved suppliers to provide nutritional and health supplements to its franchisees on an exclusive basis. Such agreements provide for rebates to the Company for up to 1% of the purchase price of the product purchased and paid by the franchisees. Revenue and the related receivable from these rebates are recognized when the product is invoiced by the vendor to the franchisee.

Property and equipment is carried at cost. Depreciation of property and equipment is provided using the straight-line method for financial reporting purposes, and is based on the estimated useful life of 5 to 35 years.

Advertising costs are expensed as incurred. Advertising costs for 2024 and 2023 were \$172,962 and \$160,882, respectively.

Prepaid franchise costs. Costs incurred in connection with the sale and development of a franchised store, prior to the commencement of operations, have been deferred. Such costs are primarily commissions and may include other expenses directly associated with preparing the store for operations. Such costs are charged to expense once the pre-opening obligations under the franchise agreement are met and the related revenue is recognized.

Deferred Franchise Development Costs. Costs incurred in connection with the development of the franchise concept, offering documents and operations manuals have been deferred. The costs are being amortized using the straight-line method over the 5-year estimated useful life of the asset.

Income taxes. Federal and state income taxes are not payable by, or provided for, the Company. The Company has elected to be taxed as a partnership under the provisions of the Internal Revenue Code. Members are taxed individually on their share of the Company's earnings.

Use of estimates. The preparation of financial statements in conformity with generally accepted accounting principles requires management to make 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 amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

3. NON-CASH INVESTING AND FINANCING TRANSACTIONS:

Interest paid in 2024 and 2023 was \$116,870 and \$118,412, respectively.

During 2024, the Company entered into a capital lease for a vehicle with a net present value of \$330,065 (See Note 6) which included a trade-in of another leased vehicle. This resulted in the pay-off of the underlying lease liability of \$166,632. Also during 2024, the Company traded in a vehicle for a vehicle that is owned by the Members which resulted in the pay-off of the underlying promissory note of \$25,888.

4. PROPERTY AND EQUIPMENT:

Property and equipment at December 31, 2024 and 2023 is presented as follows:

	<u>2024</u>	<u>2023</u>
Building & improvements	\$ 4,253,290	\$ 4,253,290
Land	1,061,827	1,061,827
Furniture, fixtures & equipment	197,790	182,638
Vehicles	<u>728,232</u>	<u>511,480</u>
Total	6,241,139	6,009,235
Less - accumulated depreciation	<u>(680,828)</u>	<u>(600,237)</u>
Property and equipment - net	<u>\$ 5,560,311</u>	<u>\$ 5,408,998</u>

Depreciation expense for 2024 and 2023 was \$216,239 and \$211,852, respectively. The real estate and vehicles are collateralized by the notes payable described at Note 5.

On October 13, 2021, the Company acquired real property in Maui, Hawaii for use as a corporate office and retreat. The cost to acquire the property was \$2,300,000 excluding closing costs. The purchase was financed by a bank loan in the amount of \$1,000,000 (See Note 5) which is secured by the real estate.

On December 22, 2021, the Company acquired real property in Phoenix, Arizona for use as a warehouse. The cost to acquire the property was \$3,000,000 excluding closing costs. The purchase was financed by a bank loan in the amount of \$2,000,000 (See Note 5) which is secured by the real estate. Loan fees of \$15,476 are being amortized over the life of the loan.

During 2024, the Company acquired a vehicle with capitalized cost of \$508,905 under a closed-end lease agreement (Note 6). Terms of the agreement included the trade-in of a leased vehicle, pay-off of the underlying lease liability (Note 3) and a down payment of \$200,000. The trade-in allowance was \$155,00. A gain of \$17,054 was recognized as a result of this transaction and automobile registration fees of \$5,759 was applied to the down-payment.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

5. LONG-TERM DEBT (CONTINUED):

Long-term debt at December 31, 2024 and 2023 is presented as follows:

	<u>2024</u>	<u>2023</u>
Note payable to a credit union; interest at 3.85% per annum; monthly principal and interest payments of \$10,415; the remaining principal balance due January 2032; and collateralized by real estate;	\$ 1,855,536	\$ 1,907,773
Note payable to a bank; interest at 3.25% per annum; monthly principal and interest payments of \$4,352; the remaining principal balance due November 2051; and collateralized by real estate;	\$ 936,121	\$ 957,543
Note payable to a credit union; at 2.19% per annum; monthly principal and interest payments of \$1,721; the remaining principal balance due May 2026; and collateralized by a vehicle;	27,011	48,464
Note payable to a bank; interest at 3.79% per annum; monthly principal and interest payments of \$851; the remaining principal balance due August 2027; and collateralized by a vehicle;	-	34,958
Total long-term debt	2,818,668	2,948,738
Less - current portion	(96,818)	(102,668)
Long-term debt - net of current portion	<u>\$ 2,721,850</u>	<u>\$ 2,846,070</u>

Maturity requirements on long-term debt are as follows:

<u>Year Ending December 31,</u>	
2025	\$ 96,818
2026	86,246
2027	82,431
2028	85,515
2029	88,715
Thereafter	<u>2,378,943</u>
	<u>\$ 2,818,668</u>

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

6. LEASES:

Capital Lease -

The Company has entered into a capital lease obligation at an interest rate of 7.12% and collateralized by a leased vehicle. At December 31, 2024, the future minimum lease payments are presented as follows:

2025	\$ 41,854
2026	41,854
2027	<u>302,898</u>
	386,606
Less - amount representing interest	<u>(61,580)</u>
Present value of minimum lease payments	325,026
Less - current portion	<u>(19,347)</u>
Obligations under capital lease - net of current portion	<u>\$ 305,679</u>

7. DEFERRED FRANCHISE FEES:

During 2024, the Company sold four franchises. Five franchise began operations during 2024 and seven franchises are scheduled to begin operations during 2025. As of December 31, 2024, initial franchise fee payments of \$72,500 were deferred. Since the initial pre-opening obligations required by the franchise agreement had been substantially performed, \$40,000 of deferred initial franchise fee revenue was recognized in 2024.

During 2023, the Company sold nine franchises. One franchise began operations during 2023 and seven franchises were scheduled to begin operations during 2024. As of December 31, 2023, initial franchise fee payments of \$45,000 were deferred, of which \$20,000 was due from the franchisee. Since the initial pre-opening obligations required by the franchise agreement had been substantially performed, \$20,000 of deferred initial franchise fee revenue was recognized in 2023.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

8. RETIREMENT PLANS:

401(k) Profit Sharing Plan -

The Company sponsors a 401(k) profit sharing plan covering substantially all of its employees. The plan provides that employees who have completed one year of service can voluntarily contribute to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. The plan requires Company contributions to the plan each year equal to the participants' contribution. Employer profit sharing contributions are discretionary and are determined and authorized by the members of the Company each plan year. In addition, an employee becomes 100% vested with respect to the employer profit sharing contributions. Employer contributions during the year ended December 31, 2024 and 2023 were \$3,990 and \$6,700, respectively, and are included in payroll taxes & related expenses.

9. RELATED PARTIES:

The following summarizes entities which are affiliated by common control and operate the same type of business as the Company. Any transactions between the Company and the affiliate and other related parties are also summarized.

During 2024 and 2023, the Company paid \$200,000 and \$925,000, respectively, in management fees to One Stop Nutrition Franchise Corporation which is owned by the same individuals that are Members of the Company.

The amount due from related parties, as of December 31, 2024 and 2023, is \$3,892 and \$6,780, respectively. During 2024, the Company assigned a vehicle to its members to use as a trade-in for a personal vehicle. The trade-in value was \$23,000 and the pay-off amount on underlying loan was \$25,888. The difference of \$2,888 was credited to the due from related party account. A gain of \$4,442 was recognized as a result of this transaction. The amount due does not bear interest and no formal repayment terms have been established.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

10. CONCENTRATION OF CREDIT RISK & ECONOMIC DEPENDENCY:

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

As of December 31, 2024, thirty-two franchises in operation are owned by separate entities which are controlled by three different common owners. In the opinion of management, this does not pose a significant risk to the operation of the Company as the operations of the franchise locations, individually and in the aggregate, are financially viable.

11. FRANCHISES:

During 2024, five franchise store began operations. At December 31, 2024 there were fifty franchise stores in operation.

During 2023, one franchise store began operations. At December 31, 2023 there were forty-nine franchise stores in operation.

Franchise activity is detailed as follows:

	<u>Franchises</u>
In operation, December 31, 2022	<u>48</u>
Commenced operations in 2023	1
Ceased operations in 2023	<u>(-)</u>
In operation, December 31, 2023	<u>49</u>
Commenced operations in 2024	5
Ceased operations in 2024	<u>(4)</u>
In operation, December 31, 2024	<u>50</u>

During 2024, one franchised locations changed ownership and there were no franchise fees recognized from such transfer.

During 2023, two franchised locations changed ownership and the Company recognized \$15,000 in franchise fee revenue as a result of these transfers. Also, the Company and a franchisee mutually agreed to terminate the franchise agreement. The \$30,000 initial franchise fee was refunded to the franchisee less out of pocket costs.

ONE STOP NUTRITION FRANCHISING, L.L.C.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

12. FRANCHISES (CONTINUED):

The Company will waive franchise fees for selected franchise locations. This is based on the franchisee's experience in operating **One Stop NutritionSM** franchises and on the number of **One Stop NutritionSM** franchises owned by the franchisee.

In conjunction with the franchise agreement, franchisees are required to sign a supply agreement with OSN Labs, LLC (OSNL) which is owned by the Company's members. Products sold by OSNL to the franchisees include nutritional supplements and related items. Sales to the franchisees during 2024 and 2023 were \$2,453,506 and \$2,529,635, respectively.

During 2024 and 2023, OSN Distribution, LLC (OSND), which is owned by the Company's members, sold smoothie's, mixes, paper product and private label dry and frozen goods to the Company's franchisees. Sales to the franchisees during 2024 and 2023 were \$4,359,379 and \$4,478,145, respectively.

13. SUBSEQUENT EVENTS:

In preparing the financial statements, the Company has considered events and transactions that have occurred through May 23, 2025, the date the financial statements were available to be issued. The following events occurred subsequent to year end:

Subsequent to year end, three franchise agreements were executed and three franchised locations commenced operations.

EXHIBIT H
to One Stop Nutrition®
Franchise Disclosure Document

STATE EFFECTIVE DATES

The following states 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:

<u>STATE</u>	<u>EFFECTIVE DATE</u>
California	
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 I
to One Stop Nutrition®
Franchise Disclosure Document

(YOUR COPY)

RECEIPT

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

If One Stop Nutrition Franchising LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York, if applicable, requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa and Michigan, if applicable, require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If One Stop Nutrition Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and the appropriate state agency identified on *Exhibit B*.

Issuance date: April 30, 2026

Our franchise sellers are Brian and Jennie Kerry, 4022 E. Greenway Road Suite 11-215, Phoenix, AZ 85032, 602.330.6864 and the following:

Name: _____ Business phone: _____
Business address: _____

* * * * *

I have received a Franchise Disclosure Document issued on April 30, 2026. This disclosure document included the following Exhibits:

- A State Addenda
- B List of State Agencies/Agents for Service of Process
- C Franchise Agreement and Exhibits
- D OSN Labs LLC Supply Agreement
- E Manual Table of Contents
- F List of Franchisees
- G Financial Statements
- H State Effective Dates
- I Receipts

Date: _____ Prospective Franchisee: _____
(do not leave blank) Printed Name: _____

EXHIBIT I
to One Stop Nutrition®
Franchise Disclosure Document

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Date: _____ Prospective Franchisee: _____
(do not leave blank) Printed Name: _____