FRANCHISE DISCLOSURE DOCUMENT

Squeeze Franchising LLC
12338 Ventura Blvd.
Studio City, CA 91604
855.585.6263
franchise@squeezemassage.com
www.squeezemassage.com

The franchisee will operate a business under the name "Squeeze" that offers a modern massage experience using an app-based booking and payment platform, personalized and adjustable therapy room settings, convenient membership opportunities, and related retail products using state-of-the-art technology, design, and branding in a safe, clean, and positive environment (the "Squeeze Services"). Squeeze Services are offered a la carte or in connection with varying levels of memberships.

The estimated total investment necessary to begin operation of a Squeeze Shop is between **$543,645** and **$889,521**. This includes **$61,500** that must be paid to Franchisor or its affiliates. You may but are not obligated to sign a development agreement with us at the same time that you sign the franchise agreement. You will pay some or all of the Initial Franchise Fee for each location included with your development agreement at the time that you sign the development agreement. You are not obligated to execute a development agreement at the same time you execute a Franchise Agreement. The estimated initial investment necessary in connection with your execution of a development agreement is **$110,000-$350,000**. This includes **$110,000 - $350,000** that must be paid to Franchisor or its affiliates. A minimum number of two outlets is required to be opened under a development agreement. The estimated initial investment in connection with execution of a development agreement does not include the estimated total investment necessary to begin operation of a Squeeze Shop, which will be opened pursuant to a separate franchise agreement.

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 us or our affiliates in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Brittany Driscoll, 12338 Ventura Blvd., Studio City, CA 91604, brittany@squeezemassage.com.

The terms of your franchise agreement will govern your franchise relationship. Do not rely on the disclosure document alone to understand your franchise agreement. Read all of your franchise agreement carefully. Show your franchise agreement 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 by calling 1-877-FTC-HELP or 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.

Issuance Date: **June 8, 2023**

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 H.
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 F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Squeeze Franchised 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 Squeeze Franchised Business franchisee?	Item 20 or Exhibit H 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 A.

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 and development agreement require you to resolve disputes with us by mediation, arbitration and/or litigation only in Delaware. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate or litigate with us in Delaware than in your home state.

2. **Supplier Control.** You must purchase all or nearly all of the inventory and supplies necessary to operate your Squeeze Shop from us, our affiliates, or from third party suppliers that we designate at prices that we or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit if your franchised business.

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

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

5. **Unopened Franchises**. The franchisor has signed a significant number of franchise agreements with franchises who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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

This Franchise. Certain states may require other risks to be highlighted. If so, check the "State Specific Addenda" pages for your state.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Squeeze Franchising LLC is the franchisor. For ease of reference, in this disclosure document, we refer to Squeeze Franchising LLC as “Squeeze Franchising,” "we,” “us,” "Franchisor" or “our.” “You” or “your” or “Franchisee” refers to the person, persons, corporation, limited liability company, partnership, or similar business entity (“Entity”), which is awarded a franchise.

Squeeze Franchising only does business under the names “Squeeze Franchising LLC” and “SQUEEZE.” We are a Delaware Limited Liability Company formed on August 9, 2019. Our principal place of business is 12338 Ventura Blvd., Studio City, CA 91604. We began offering Squeeze Shop franchises in October 2019.

We are managed by our manager Squeeze Holdings LLC ("Squeeze Holdings") who we consider our parent company. Squeeze Holdings was formed on September 11, 2017. Squeeze Holdings operates the original Squeeze Shop in Studio City, California. We have the right, pursuant to a license agreement dated October 2, 2019, with Squeeze Holdings ("License Agreement") to utilize the Marks and the System in conjunction with the offering, development, and support of franchises throughout the United States.

Neither we, Squeeze Holdings, nor any of our affiliates offer franchises in any other line of business.

Our affiliate Squeeze Gift Cards, LLC ("Squeeze Gift Cards"), a Virginia limited liability company, was formed on September 20, 2022. Its principal business address is 12338 Ventura Blvd., Studio City, CA 91604. Squeeze Gift Cards markets and issues Squeeze gift cards to consumers.

Our agents for service of process are listed in Exhibit B of this disclosure document. We do not engage in any business not described in this Item ITEM 1.

Squeeze Shops

We offer a modern massage experience using an app-based booking and payment platform, personalized and adjustable therapy room settings, and convenient membership opportunities, using state-of-the-art technology, design, and branding in a safe, clean, and positive environment. Squeeze Shops membership programs offer members, for a monthly fee, certain defined services, and additional services at reduced member rates.

Typically, Squeeze Shops will be located in retail shopping centers.

Our affiliate Squeeze Holdings developed (and continues to modify) a unique system for the operation of Squeeze Shops (the “System”). The distinguishing characteristics of the System include, without limitation, our interior and exterior design, state-of the-art applications and technology, special décor elements, layout, furnishings, fixtures, color schemes, display units, graphics and designs, signs, quality and quantity of equipment and inventory, procedures for operations, proprietary computer software, quality and uniformity of services and products offered, staff and customer recruitment and retention programs, local, regional and national events, procedures for management training and assistance, advertising and promotional programs, business formats, methods, procedures, designs, layouts, standards, and specifications, which we may change, improve and further develop from time to time.

We identify the System by means of the “Squeeze” name and mark and certain other names, marks, logos, insignias, slogans, emblems, symbols, and designs (collectively the “Marks”). Every detail of the System is important to you, us, and our other franchisees. You must develop, maintain, and operate your Squeeze

Shop at the high and uniform standards of quality, operations and service established by us for the System ("System Standards"). Our System Standards are set forth in a confidential operations manual ("Manual"). We will make an electronic copy of the Manual available to you as long as you are a Squeeze franchisee.

Franchise Agreement

You will sign a Franchise Agreement (the "Franchise Agreement") which grants you the right to establish and operate a Squeeze Shop at an approved location that will be specified in the Franchise Agreement. You may be a corporation or a limited liability company, as approved by us, or you may sign the Franchise Agreement in your individual capacity. All products and services sold at your Squeeze Shop will be administered and transacted through our proprietary systems. On a weekly basis, we will pay to you, by EFT, ACH, direct deposit, or a similar means, the Net Sales generated by your Squeeze Shop minus all fees (See Item 6), financing costs (Item 10) plus any amounts you owe us or our affiliates for purchases of supplies, and any other monetary obligation that you have to us or our affiliates (our payment to you is referenced as the "Franchise Commission"). If there is a negative balance to your Franchise Commissions after all deductions, then your negative balance will be carried forward to the next week and be deducted from your next week's Franchise Commissions. We are never required to remit any funds to you until we have collected those funds.

Development Agreement

We may also offer you a development agreement ("Development Agreement") (See Exhibit K), which grants you the right to open an agreed upon number of Squeeze Shops in a defined geographic area over an agreed upon period of time. If you sign a Development Agreement in addition to a Franchise Agreement, you will have the right, subject to certain conditions, to establish and operate the number of additional Squeeze Shops specified in the Development Agreement. We may grant you discounts on Initial Franchise Fees in conjunction with your execution of a Development Agreement. The Squeeze Shops included with a Development Agreement must be located within the geographic area agreed upon between us (the "Development Area"), the size of which will depend upon how many additional Squeeze Shops you will open. You are obligated to open the agreed upon number of Squeeze Shops pursuant to a Development Agreement. You may be obligated to execute a franchise agreement that differs from the franchise agreement included with this Franchise Disclosure Document in connection with your execution of franchise agreements pursuant to a Development Agreement.

Market and Competition

We are part of the therapeutic massage industry offering membership based massage services and provide massage services to the general public. The market for massage services, as part of a membership program or ala carte program, are well developed and highly competitive. Our principal targeted customers are adults between the ages of 30 and 70. We compete with hotels, resorts, day spas, salons, massage studios, and other membership and non-membership based businesses offering massage services. Notwithstanding the competitiveness of the therapeutic massage industry, we believe that Squeeze Shops will appeal to customers because of our app-based booking and payment platform, personalized and adjustable therapy room settings, state-of-the-art technology, design, and branding.

Industry Specific Regulations

There may be regulations specific to the operation of a Squeeze Shop in your state. Many states require massage therapists to be licensed and you must ensure that your Squeeze Shop and the therapists who work in your Squeeze Shop comply with these requirements. You must ensure that only licensed therapists perform any services for which a license or specialized training is required. You must be aware of and

comply with all regulatory requirements to which a massage therapy Squeeze Shop in your state or municipality may he subject, in addition to our policies contained in the Manual, the purpose of which is the prevention and handling of inappropriate conduct during massage therapy sessions. Failure to strictly comply with these laws, regulations, or policies may put your customers at risk and/or increase your risk of litigation associated with inappropriate conduct during massage therapy sessions. It is also your responsibility to thoroughly investigate applicable zoning, state escheat, licensing rules, and regulations in your state and municipality before opening your Squeeze Shop. Some state or local laws may require that you file and post a bond if your Squeeze Shop is considered to health spa or health club. Health club laws may also regulate other aspects of your Squeeze Shop, including your agreements with your customers. We will handle all credit card transactions on your behalf. That being said, you and we will be obligated to comply with all applicable laws including the Payment Card Industry ("PCI") Data Security Standard ("DSS"). You must also comply with laws that apply generally to all businesses in your state and municipality.

ITEM 2
BUSINESS EXPERIENCE

Brittany Driscoll- Chief Executive Officer & Co-Founder. Ms. Driscoll is our CEO. She has held this position since our formation in August 2019. Ms. Driscoll is also a Co-Founder & CEO of Squeeze Holdings; positions she has held since September 2017. Between October 2013 and August 2017, Ms. Driscoll held several positions with Drybar in Irvine, California including Vice President of Marketing and Director of Marketing.

David Werner- Chief Operating Officer. David Werner has been the Chief Operating Officer of Squeeze Holdings LLC since June 2019. He joined Squeeze Holdings in December 2017 as the Chief Product Officer. Prior to joining Squeeze, David worked as the Vice President of Operations and Product at HopSkipDrive from January 2016 to October 2017, held various roles, including General Manager, at LivingSocial between February 2011 to January 2016, and held various roles in corporate finance at The Boeing Company between May 2007 to February 2011.

Jennifer Brock- Vice-President of Franchise Development**.** Jennifer has served as our Vice-President of Franchise Development since June of 2021. Prior to joining Squeeze, Jennifer worked on the franchise development team for Global Recruiters Network from 2015-2021.

Kathrina Reyes- Director-Real Estate and Development. Ms. Reyes has been of Director-Real Estate, Design and Development since February 2023. From September 2022 to February 2023, she was the Director- Real Estate, Design and Development for Hopscotch in Chicago, Illinois. From March 2021 to June 2022, she was the Director, Real Estate and Development for Cityblock Health in Brooklyn, New York. From April 2012 to March 2021, she was a Project Manager/Planner, Corporate Real Estate with CareMore Health in Cerritos, California.

Stacey Levine- Marketing Manager. Stacey Levine has served as our Marketing Manager since February 2020 in Nashville, TN. Prior to that, Stacey served as the Senior Brand Marketing Manager for Nekter Juice Bar from June 2019 through November 2019 in Santa Ana, CA and spent December 2015 through June 2019 at Drybar, most recently as the Brand Marketing Manager in Irvine, CA.

Megan Martin- Director of Operations & Training**.** Megan Martin has served as our Director of Operations & Training Manager since August 2021. Megan previously worked part-time on Operations & Training for Squeeze from March 2021 to August 2021. Prior to that she was the General Manager for Squeeze Studio City from November 2020 to March 2021. She was a consultant for Squeeze from October 2017 to November 2020, while running her own massage business and working as a massage therapist in San Ysidro Ranch from March 2016 to November 2020.

Allison Webb- Manager and Advisor. Ms. Webb has been a member of our Board of Managers since our formation in August 2019. Ms. Webb is also a co-Founder of Squeeze Holdings and has served a member of the Board of Managers of Squeeze Holdings since September 2017. Ms. Webb is a Founder of Drybar.

Michael Landau- Manager and Advisor. Mr. Landau has been a member of our Board of Managers since our formation in August 2019. Mr. Landau is also a co-Founder of Squeeze Holdings and has served a member of the Board of Managers of Squeeze Holdings since September 2017. Mr. Landau is a Founder of Drybar and has been its Executive Chairman since April 2010.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee-$60,000

The Initial Franchise Fee offsets the expenses Squeeze Franchising incurs to market, assist, research, award, and train franchisees. The Initial Franchise Fee is $60,000. If you are a veteran of the armed forces of the United States and were honorably discharged from military service, you will receive a ten percent (10%) discount on each Initial Franchise Fee that you pay to us. The Initial Franchise Fee is paid in a lump sum at execution of the Franchise Agreement unless you and we agree otherwise.

The Initial Franchise Fee and all other fees are uniform for all similarly situated franchisees.

Unless otherwise specified, all fees imposed by us are non-refundable.

Technology Start Up Fee-$1,500

When you sign a franchise agreement, you will also pay us a one-time technology setup fee of $1,500.

Squeeze Franchising may, where Squeeze Franchising believes an adjustment is warranted, waive, reduce, or change the amount or the payment date for any fee or amount payable to us. There is no formula for such adjustments and each situation is evaluated on a case-by-case basis. Factors may include but are not limited to: larger or more experienced prospective franchisees; prospective franchisees with which Squeeze Franchising or our affiliates have had previous experience; prospective franchisees departing other franchise/licensed systems; and prospective franchisees in other unique circumstances. Squeeze Franchising may elect not to negotiate with a prospective franchisee even if a franchisee possesses some or all of the same characteristics as another franchisee whose agreement was modified.

Development Fee

You may but are not obligated to execute a Development Agreement with us. You will pay us a Development Fee in connection with your execution of the Development Agreement (See Exhibit K). The Development Fee is paid to us in exchange for our agreement to grant you mutually acceptable geographic

area agreed (the "Development Area") in which you will develop and open an agreed upon number of Squeeze Shops according to a Development Schedule. The size of the Development Area will depend upon how many additional Squeeze Shops you will open.

The Development Fee you pay us will depend upon the number of Squeeze Shops that you agree to develop and open in the Development Area. The Development Fee will be 100% of the Initial Franchise Fee that you will pay for each Squeeze Shop, and you will be obligated to execute a Franchise Agreement in connection with each Squeeze Shop. The Development Fees for 2023 are:

- Right to open two (2) Squeeze Shops: $55,000 each ($110,000 total)
- Right to open three (3) Squeeze Shops: $50,000 each ($150,000 total)
- Right to open four to five (4-5) Squeeze Shops: $45,000 each ($180,000 to $225,000 total)
- Right to open six to nine (6-9) Squeeze Shops: $40,000 each ($240,000 to $360,000)
- Right to open 10 or more Squeeze Shops: $35,000 each ($350,000+)

Referral Fees

Currently, we pay a referral fee in the amount of $5,000 to existing franchisees who provide us with prospective franchisee leads that result in the purchase of a new Squeeze franchise agreement. The referral fee will be paid as: (i) a credit of Royalties that the existing franchisee owes us; or (ii) as a credit towards an Initial Franchise Fee of an additional Squeeze Shop. We will not make a cash payment to you. This referral program is administered by us in our sole discretion and may be changed or discontinued by us at any time. The referral fee is subject to change at any time. Franchisees who are eligible to participate in this referral program and who may provide us with prospective franchisees leads are not acting as our agent, do not speak for us, and are not involved in the franchise sales process. As an existing franchisee, they are simply passing along to us the name of someone they know who might be interested in acquiring a new franchise.

ITEM 6
OTHER FEES

Type of Fee[(1)]	Amount	Due Date	Remarks
Royalties	6% of Net Sales[(2) (3)]	We will calculate and retain the Royalties prior to our weekly payment to you of the Franchise Commission.	Based on Net Sales during the previous week and is non-refundable.
Credit Card Processing Fee	2.6% of Credit Card Sales[(4)] + $.30 per transaction	We will calculate and retain the Credit Card Processing Fees prior to our weekly payment to you of the Franchise Commission	Based on Credit Card Sales
Brand Fund Contribution[(5)]	2% of Net Sales	We will calculate and retain the Brand Fund Contribution prior to our weekly payment to you	Your contribution to the Brand Fund is in addition to your expenditures for Local Store Marketing and the Grand Opening Plan. We reserve the right to increase the Brand Fund

Type of Fee[(1)]	Amount	Due Date	Remarks
		of the Franchise Commission.	Contribution at any time in our sole discretion upon 60 days prior notice to you.
Local Store Marketing Fee	$1,500 per month	Monthly	Payable to the designated vendor. Your Local Store Marketing Fee is in addition to your contribution to the Brand Fund, any Regional Co-op, and your expenditures for the Grand Opening Plan. You may expend additional amounts on Local Store Marketing. See Item 11 for more details on Local Store Marketing.
Cooperative Marketing Fee[(6)]	Up to 2% of weekly Net Sales plus any fees that we may charge for administering, managing, and governing the Regional Co-op.	If a Cooperative Marketing Fund is established, we will calculate and retain prior to our weekly payment to you of the Franchise Commission.	We may, in our sole discretion, establish a regional advertising cooperative in the future in your designated marketing area. You will be obligated to participate in your marketing cooperative if it is established. The Co-op Contribution will be credited against the amount you are required to spend on local marketing. If you fail to remit payment of your Co-op Contribution, you will be required to reimburse us for amounts we spend on your behalf to satisfy your Co-op Contribution, plus our related expenses.
Guest Experience Fee[(7)]	$276.93 per week	We will retain the Guest Experience Fee on a weekly basis from your Franchise Commissions payment.	We have a centralized customer service team to support the online scheduling and payment system with phone, email, and SMS support. You are obligated to participate and contribute to the program. We may increase the Guest Experience Fee upon 30 days prior written notice to you.
Training Fee	$1,500 plus meals, lodging, incidental expenses, and travel expenses	We will retain the Training Fee on a weekly basis prior to the last weekly payment to you of the Franchise Commission for a particular calendar month.	We reserve the right to charge our Training Fee in connection with (a) retraining or replacement training with regards to the portions of the initial training that are designed for the Operating Principal and/or General Manager, (b) any training we require you to complete to cure a default under your Franchise Agreement with us ("Remediation Training"), (c) additional training you request we provide (other than the kind of day-to-day assistance described below), or (d) training we provide on-site at your Squeeze

Type of Fee[1]	Amount	Due Date	Remarks
			Shop. We will not charge any training fee in connection with minor, day-to-day assistance that we provide remotely over the phone or via email, subject to our availability. In addition to our then-current Training Fee, you will always be responsible for the costs and expenses that are incurred in connection with you and your personnel attending training.
Technology Fee[8]	$450 per week	We will retain the Technology Fee on a weekly basis from your Franchise Commissions payment.	You will pay us a Technology Fee for required application, software, maintenance and support, e-mail service, music and lobby signage streaming services, intranet, scheduling and CRM platforms, and other technology services that we determine, in our sole discretion, to provide to you.
Franchise Meeting Fee[9]	$1,000 per person	We will retain the Franchise Meeting Fee prior to our weekly payment to you of the Franchise Commission	We may schedule and hold an annual conference, as we deem advisable in our sole discretion, and require that you attend such conference. If you do not attend the annual conference, we reserve the right to charge you a non-attendance fee amounting to the then-current registration fee. You will be responsible for the costs and expenses you incur in connection with any annual conference/ convention (lodging, travel, meals, etc.). This fee may be increased upon written notice to you.
Transfer Fee[10]	An amount equal to 25% of our then current Initial Franchise Fee provided that the Transfer Fee will not exceed $12,500	Payable when we receive notice that you have identified a potential buyer and signed a purchase agreement.	The Transfer Fee is not refundable. If the closing for the transfer does not occur, we will not refund the Transfer Fee; however, if during the 12-month period following your initial notice of the transfer, you identify another transferee, then we will apply the Transfer Fee to the Transfer Fee for that buyer. In addition to the Transfer Fee, you are responsible for all fees or commissions payable to brokers, sales agents, or similar parties in connection with the transfer of your Squeeze Shop.
Renewal Fee[11]	$10,000	No more than 12 months and no fewer than 9 months prior to the date	

Type of Fee[(1)]	Amount	Due Date	Remarks
		the Franchise Agreement will expire.	
Interest[(12)]	The lesser of 15% per year or the maximum lawful rate	Upon demand. May be deducted directly from your Franchise Commissions.	We will debit interest from your business checking account.
Audit Costs	Our actual audit fees, costs, and expenses	Upon demand. May be deducted directly from your Franchise Commissions	Payable only if the audit is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis or, if our examination reveals a Royalties and/or Brand Fund contribution understatement exceeding 2% of the amount that you actually reported to us for the period examined.
Costs and Attorneys' Fees	Our actual costs and reasonable attorneys' fees incurred	As incurred. May be deducted directly from your Franchise Commissions	If we prevail in litigation regarding enforcement of any terms of any agreement with us, you must pay our attorney fees and costs.
New Product and Supplier Testing [(13)]	Our actual expenses up to $5,000.	As incurred. May be deducted directly from your Franchise Commissions	If you propose to purchase any Goods or Materials (that you are not required to purchase from us, an affiliate of ours or an Approved Supplier) from a supplier that we have not previously approved, you must submit to us a written request for such approval or request the supplier to do so itself. We have the right to require, as a condition of our approval, that our representatives be permitted to inspect the supplier's facilities, and that such information, specifications, and samples as we reasonably designate be delivered to us.
Insurance Costs	Our actual costs incurred in securing insurance on your behalf.	Upon demand. May be deducted directly from your Franchise Commissions	If you fail to obtain the insurance we specify, we may obtain such insurance for you and you must reimburse us for all premiums, costs, and expenses we incur, plus a reasonable fee for our time incurred in obtaining such insurance.
Taxes	Actual costs	May be deducted directly from your Franchise Commissions	If we determine, in our sole discretion, to pay any taxes that are your obligation, or any taxing authority obligates us to pay taxes on your behalf.
Indemnification	Actual costs.	Upon demand. May be deducted directly from your Franchise Commissions	Payable if we incur any losses due to your default of the Franchise Agreement or any other action or

Type of Fee[(1)]	Amount	Due Date	Remarks
			inaction by you or any other person relating to your Franchise.
Reimbursement of Costs and Expenses	Actual costs and expenses	Upon demand. May be deducted directly from your Franchise Commissions	If you fail to perform certain obligations and we then have the right to perform the obligations, you will reimburse us for all costs and expenses.
Management Fee[(14)]	The greater of (i) two times the salary paid to the individual(s) assigned by us to operate the Shop, or (ii) 10% of the Shop's weekly Gross Sales plus expenses for travel, lodging, meals, and all other expenses.	Weekly if incurred. May be deducted directly from your Franchise Commissions	Payable during period that our appointed manager manages your Shop upon your death or disability. The Management Fee will be in addition to the Royalties and Brand Fund Contributions due to us.
Extension Fee[(15)]	$2,500 per month to extend the deadline to open your Squeeze Shop or to satisfy your Development Schedule under your Development Agreement	Upon our agreement to extend the deadline to open your Squeeze Shop	Payable if you wish to extend the deadline in the Franchise Agreement to open or the Development Deadlines in the Development Agreement.
Late Report Fee	$100 per week per late report	As incurred. May be deducted directly from your Franchise Commission.	We may charge this fee at our discretion. The amount of the Late Report Fee may be changed upon written notice to you.
Changed Requirements and Fees	The amount actually incurred in complying with imposed changes to the system including applicable fees.	As incurred. May be deducted directly from your Franchise Commissions	We may revise our specifications, standards, and the Manual to implement new or different operating requirements and fees associated with your Squeeze Shop.

NOTES:

1. General. Unless otherwise specified, all fees are imposed by us and are non-refundable. We will collect Net Sales and distribute the Franchise Commission, minus all applicable fees, expenses, and other amounts that you owe to us and our affiliates, to you, on a weekly basis. Generally, all fees are uniformly imposed on our franchisees, however, in certain unique circumstances; we may defer, reduce, or waive a fee for a particular franchisee for a limited period of time.

2. Gross Sales. "Gross Sales" means the aggregate amount of all revenues generated from the sale or delivery of products and services at or from the Shop, and all other income of every kind related to the Shop, whether for cash, credit (and regardless of collection in the case of credit), barter, exchange, or other form of consideration including but not limited to membership fees, service fees, product sales, business interruption insurance, and all amounts that you receive at or away from the Premises in connection with the sale and delivery of Squeeze Services and Products.

3. Net Sales. "Net Sales" means Gross Sales minus: (i) the amount of any documented refunds, charge-backs provided to customers in good faith; (ii) any tips received by your employees; and (iii) Franchisor designated or approved discounts, promotions, or credits.

4. Credit Card Sales. "Credit Card Sales" means Gross Sales transacted from or during the operation of your Squeeze Shop utilizing credit card, debit card, gift card, loyalty program, or other similar credit or electronic transactions.

5. Brand Fund Contributions. Your contributions to the Brand Fund will not exceed two percent (2%) of Net Sales ("Brand Fund Contribution(s)"). Brand Fund Contributions will be retained by us prior to our payment of the Franchise Commission. The Brand Fund Contribution is currently two percent (2%) of Net Sales.

6. Cooperative Marketing Fees. We do not currently have any regional cooperative marketing groups (each a "Regional Co-op"). We may establish Regional Co-Ops in the future. We shall be a member of the Regional Co-op and be entitled to attend and fully participate in Regional Co-op meetings; however, we will not have a vote unless we or our affiliates operate a Squeeze Shop in the area covered by the Regional Co-Op. Franchisor or affiliate Squeeze Shops that are members of a Regional Co-op will vote in the same manner and will have the same voting power as franchisee owned Squeeze Shops in the Regional Co-Op. Regional Co-op fees will be determined by its members. The minimum fee that a Regional Co-op may charge its members is zero percent (0%) of Net Sales. The maximum fee that a Regional Co-op may charge its members is two percent (2%) of Net Sales.

7. Guest Experience Fee. You will pay us the Guest Experience Fee on a weekly basis. We will retain the Guest Experience Fee from your Net Sales prior to our payment of the Franchise Commission to you. Currently, the Guest Experience Fee is $276.93 per week. We may increase the Guest Experience Fee upon thirty (30) days written notice to you.

8. Technology Fee. You will pay us a weekly Technology Fee for required application, software, maintenance and support, e-mail service, music and lobby signage streaming services, intranet, scheduling and CRM platforms, and other technology services that we determine, in our sole discretion, to provide to you. A list of all services you will receive in connection with your Technology Fee is included with the Manual. Currently, the Technology Fee is $450 per week. We may increase the Technology Fee upon thirty (30) days written notice to you.

9. Franchise Meeting Fee. We intend to hold annual franchise meetings ("Franchise Meeting") at some point in the future. When we do decide to hold such meeting(s), you will be required to attend and to pay a Franchise Meeting Fee. The Franchise Meeting Fee does not include your travel expenses including airfare, hotel and meals related to your attendance at such franchise meetings. You will be required to pay the Franchise Meeting Fee whether you attend the Franchise Meeting or not. The Franchise Meeting Fee may be increased upon written notice to you.

10. Transfer Fee. You must pay to us a transfer fee equal to the greater of: (i) 25% of our then current Initial Franchise Fee; and (ii) $12,500 ("Transfer Fee") when we receive notice that you have identified a potential buyer and signed a purchase agreement to cover our costs to begin to review the Transfer documentation. We will waive the Transfer Fee if the transferee: (1) is an entity controlled by you, or (2) has obtained the location as a result of your death or disability. If the franchise candidate for the Transfer comes through the investigation process with a franchise sales broker, sales agent, or other third party, that we or you have retained, then, in addition to the Transfer Fee, you are responsible for all fees or commissions payable to such brokers, sales agents, or similar parties in connection with the transfer of your Squeeze Shop. If you acquire a Squeeze Shop in conjunction with a Transfer, you will be required to sign a new Franchise Agreement, but the term of that Franchise Agreement will be amended to reflect the remaining Term of the transferor's franchise agreement.

11. Renewal Fee. One condition of the extension of the term of your Franchise Agreement for a Successor Term is the payment of a Renewal Fee. The Renewal Fee must be paid no more than 12 months and no fewer than 9 months prior to the date the Franchise Agreement will expire. The Renewal Fee is not refundable. If, after your payment of the Renewal Fee, you decide to not renew the Franchise Agreement, we will not refund your Renewal Fee.

12. All amounts which you owe us for any reason, will bear interest accruing as of their original due date at 15% per annum or the highest commercial contract interest rate the law allows, whichever is less. We may electronically debit your business checking account automatically for any past-due amounts and interest.

13. Alternative Suppliers. If you propose to purchase any goods or materials (that you are not required to purchase from us, an affiliate of ours, or an Approved Supplier) from a supplier that we have not previously approved, you must submit to us a written request for such approval or request the supplier do so. We may require, as a condition of our approval, that our representative be permitted to inspect the supplier's facilities, and that such information, specifications, and samples as we reasonably designate be delivered to us and/or to an independent, certified laboratory designated by us for testing prior to granting approval.

14. You will pay us a Management Fee if we are obligated, directly or indirectly, to manage your Shop. The Management Fee is in addition to and not in replacement of any other fees that you are obligated to pay us.

15. You are required to open your Squeeze Shop within 12 months of signing the Franchise Agreement. You may extend the deadline to open your Squeeze Shop, on a month to month basis, by paying us the Extension Fee. The Extension Fee currently being charged is $2,500 per month and shall be paid on or before the 5th day of each month for which an extension is sought. We reserve the right to modify, increase, decrease or waive the Extension Fee in our sole and absolute discretion.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Column 1 Type of Expenditure	Column 2 Amount		Column 3 Method of Payment (1)	Column 4 When Due	Column 5 To Whom Payment Is To Be Made
	Low	High			
Initial Franchise Fee (2)	$60,000	$60,000	Lump Sum	Upon execution of a Franchise Agreement	Us
Grand Opening Plan (3)	$18,300	$41,300	As incurred	As incurred	Designated Suppliers of Marketing services
Travel and Living Expenses While Training (4)	$200	$2,950	As incurred	During training	Airlines, hotels, and related travel service providers

Column 1 Type of Expenditure	Column 2 Amount		Column 3 Method of Payment (1)	Column 4 When Due	Column 5 To Whom Payment Is To Be Made
	Low	High			
Leasehold Improvements (5)	$206,545	$347,871	As incurred	When construction contract is executed	Your contractors
Architect/Engineer/Permits and Licenses (6)	$31,000	$59,500	As incurred	During design phase (Prior to construction)	Architects, engineers, and government agencies
Legal / Professional Fees (7)	$5,000	$10,000	As incurred	As incurred	Your third party professionals
Project Management Fee (8)	$20,000	$25,000	Lump Sum	Upon invoice	Designated Supplier of project management services
Prepaid Rent, Security, and other Deposits (9)	$1,000	$15,000	Lump sum	When you sign your lease or start up an account with utility company	Your Landlord
Initial Liability Insurance and Workers' Compensation Deposit (10)	$1,000	$3,500	As incurred	Before opening	Designated Supplier of Insurance services
Exterior Signage (11)	$11,000	$31,000	As incurred	Prior to Construction	Your Contractors
Technology Start-up Fee (12)	$1,500	$1,500	Lump sum	When ordered	Us
Opening Inventory and Supplies not otherwise noted (13)	$19,800	$20,400	Lump sum	When ordered	Suppliers
Furniture, Fixtures, and Equipment (14)	$65,300	$92,500	Lump sum	When ordered	Suppliers
Additional Funds (Initial 3-6 Month Period) (15)	$103,000	$179,000	As incurred	As incurred	Employees, suppliers, utilities
Total	**$543,645**	**$889,521**			

NOTES:

(1) General. Fees paid to us are not refundable. Whether any costs paid to third parties are refundable will vary based on the vendor as well as customer practice in the area where your Squeeze Shop is located. All amounts payable to us or our affiliates may be deducted directly from your Franchise Commissions.

(2) Initial Franchise Fee. The Initial Franchise Fee is not refundable under any circumstances.

(3) Grand Opening Plan. You must advertise and promote the Squeeze Shop during the 4-month period prior to opening ("Grand Opening Plan"). Your Grand Opening Plan expenditures must equal or exceed $18,300 although we recommend that you spend more than the minimum amount (See Items 6 and 11 for more detailed information). We may require you to pay the Grand Opening Plan expenditures directly to us to fund your Grant Opening Plan, to pay the Grand Opening expenditures to designated vendors, or to pay such amounts to approved third party vendors. You agree to comply with our guidelines for the Grand Opening Plan, based upon an agreed upon marketing plan, which you must follow as part of the marketing, advertising, and promotion of the Squeeze Shop ("Marketing Plan"). This expenditure is in addition to your Brand Fund contribution and the amount you must spend on Local Store Marketing.

(4) Training Expenses. You must pay all travel and living expenses incurred by you and your employees while attending training courses and programs. The amount of these expenses will depend on the distance you must travel, mode of transportation, type of accommodations, number of your employees attending training, and employees wages.

(5) Leasehold Improvements. The Leasehold Improvements estimate includes estimated expenditures for interior construction, HVAC, electrical, plumbing, walls, audio-visual and information technology, millwork, and floor coverings. This estimate is based upon a 1,675-2,737 square foot space that includes between 6 and 10 treatment rooms. If your Squeeze Shop is larger than this, includes more treatment rooms, is irregularly shaped, or otherwise significantly deviates from our prototypical space configuration, your leasehold improvements may be higher. This estimate also includes a tenant improvement allowance paid by the Landlords ("Tenant Allowance") that we expect will be paid by Landlords of Squeeze Shops to assist in the build-out of Squeeze Shops throughout the United States. There is no guarantee that your Landlord will contribute any Tenant Allowance to your site and building improvements. The cost of these improvements varies significantly depending upon the size and existing condition of the Premises as well as the geographic area in which your Squeeze Shop is located. Costs will likely be significantly higher in California as well as certain metropolitan areas including but not limited to New York City (including boroughs), Washington D.C. (including surrounding areas in Virginia and Maryland), Miami (including surrounding areas) and Chicago, as well as Hawaii and Alaska.

(6) Architect/Engineer/Permits and Licenses. This figure includes an estimate of the expenses that you will likely incur in the development of your Squeeze Shop including preliminary design drawings, construction drawings, and building and construction related permits and licenses. Some of these expenses may be built into the costs billed to you by your general contractor.

(7) Legal/Professional Fees. These figures represent the estimated costs of engaging attorneys or other business professionals to review this disclosure document and the accompanying agreements, to assist you in forming an entity, to assist you in obtaining a loan, and to help you obtain required business licenses and permits.

(8) Project Management Fee. You are required to retain our designated project management companies to assist you in identifying a location for, designing, and constructing your Squeeze Shop. This is the current fee ("Project Management Fee") charged by the provider of project management services. The Project Management Fee may be different for subsequent Squeeze Shops.

(9) Prepaid Rent, Security and Other Deposits. We expect that you will lease the location for the Squeeze Shop, which will range in size from 1,675-2,737 square feet and be located in a retail shopping center, strip center, or lifestyle center. The Lease that you sign for your Squeeze Shop must be for a term of no less than ten (10) years from within a geographic area that we identify in the Franchise Agreement ("Site Selection Area"). The Lease payments that you will make to third party Landlords will vary considerably depending upon the property size, type of transaction and location. Lease agreements may

include the following expenses: taxes, insurance, maintenance, fixed rent (with escalations), percentage rent, principal and interest on tenant improvement loans, and other charges related to the operation of the Squeeze Shop. Landlords may require you to pay the first and last months' rent and a security deposit equal to at least one to three months' rent. Utility companies also may require a deposit for all new commercial accounts. The amount of the utility deposit will vary depending upon your utility company and its standard credit practices.

(10) Insurance. This is an estimated down payment against your annual premiums to acquire the insurance required under the Franchise Agreement. The estimate is only for commercial general liability, property, professional liability, business interruption, and workers' comp insurance. We may, periodically, specify and change the types and amounts of coverage required, including an additional liability insurance umbrella policy. You must provide us with a copy of each insurance policy upon issuance and after each and every renewal. Each insurance policy must name us, our affiliates and our and their respective officers and owners as additional named insured and must require 30 days prior written notice to us before being modified, cancelled, or terminated and 30 days prior written notice to us before the policy expires.

(11) Exterior Signage. The signage and graphics will be governed by the System Standards and any restrictions in your Lease (if applicable) and local ordinances.

(12) Technology Start-Up Fee. We charge you a Technology Start-Up Fee to cover our costs in establishing your required technology accounts. This amount is paid to us at the same time you pay your Initial Franchise Fee.

(13) Opening Inventory and Supplies. Includes supplies associated with providing the Squeeze Services at your Squeeze Shop.

(14) Additional Funds. This is an estimate of the funds needed to cover business (not personal or living) expenses during the initial period (which we consider to be the first 3 to 6 months) of operation of the Squeeze Shop. To the extent that operational revenues do not cover these expenses, you will need additional funds to support the operational costs of your business, including other expenses as rent, leases, payroll, utilities, insurance, taxes, loan payments, advertising, supplies, inventory, Grand Opening Plan expenses and other expenses.

(15) Estimates. We have relied upon our experience, the experience of our affiliate Squeeze Holdings, the operator of the original Squeeze Shop, and the experience of our project management vendor, in compiling these estimates. We do not offer financing to you for any part of the initial investment.

DEVELOPMENT AGREEMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	**High**			
Development Fee[(1)]	**$110,000**	**$350,000**	Lump Sum	At execution of Development Agreement	Us

(1) The Development Fee is non-refundable. The Development Fee is described in greater detail in Item 5 of this Disclosure Document.

(2) The range of estimated Development Fee reflects your purchase of between two (2) and ten (10) additional franchise agreements in the Development Area.

(3) You are not obligated to execute a Development Agreement or pay us a Development Fee. The Development Fee is only paid if you agree to open additional Squeeze Shops.

(4) The estimate costs to enter into a Development Agreement with us do not include the estimated costs to open and operate a Squeeze Shop. That estimate is in a separate chart above. You are required to enter into a Franchise Agreement for one (1) Shop before you may enter into a Development Agreement with us and will incur those costs in connection with the opening of that Shop. This range does not include any of the costs you will incur in opening any additional Shops that you are granted the right to open and operate under your Development Agreement.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

System Standards

To ensure that the highest degree of quality and service is maintained at all Squeeze Shops, you must operate your Squeeze Shop in accordance with the System including the System Standards. We have developed the System Standards based upon our experience and the experience of our affiliates. We disclose the System Standards to you in the Manual, via the intranet, and/or otherwise in writing. We may amend, modify, increase, or decrease the System Standards upon our updating of the Manual.

Approved Products, Distributors and Suppliers

We may develop certain proprietary or branded services, including technology applications, payment systems, proprietary therapeutic massage and body services, and related services ("Proprietary Services") and/or branded and/or proprietary products that you will offer in your Squeeze Shop (collectively "Proprietary Products"). We reserve the right to require you to purchase Proprietary Products from us or our affiliates at any time. We also reserve the right to amend, add, modify, delete, or change the list of Proprietary Products or Proprietary Services that you must offer at your Squeeze Shop. We also have developed standards and specifications for other products, materials and supplies incorporated or used in providing services or the packaging and delivery of products and services authorized for sale at Squeeze Shops.

For your Squeeze Shop, you must purchase Proprietary Products only from us or a third party designated and licensed by us to prepare and sell such products ("Designated Suppliers") and purchase from manufacturers, distributors, vendors and suppliers approved by us ("Approved Suppliers") all other goods, products, materials and supplies (collectively, "Goods"), as well as advertising materials, furniture, fixtures, equipment, menus, forms, paper and plastic products, packaging or other materials (collectively, "Materials") that meet the standards and specifications promulgated by us from time to time. We may require you use only certain brands (collectively, "Approved Brands") and prohibit you from using other brands. From time to time, we may modify the list of Approved Brands and you may not, after receipt of such modification in writing, reorder any brand that is no longer an approved brand. Neither Franchisor nor its affiliate are currently an Approved Supplier or a Designated Supplier for any Goods or Materials although we reserve the right to appoint Franchisor or an affiliate as an Approved Supplier or Designated Supplier of one or more Goods of Materials.

Currently, we require you to have one (1) computer at your Squeeze Shop. You must also have hardware and software to provide high speed internet access to your employees and clients at all times. Given the

nature of our business, we recommend that you provide high speed internet access with speeds at 200mb per second, or if such speeds are not available in your area, at the highest available speeds. We will provide you with detailed specifications and policies for all hardware, software, accessories, and components of the computer systems, including, but not limited to, specifications for virus protection, data backup, hardware warranties, and installation requirements.

The estimated cost to purchase required hardware and software for operation of your Squeeze Shop is $41,347.74-$44,964.23 and is included in the estimated cost of "Leasehold Improvements" item in Item 7. This estimate includes low-voltage wiring, network equipment, integrated touchscreens in each massage suite, music streaming players, security cameras, and other AV/IT related equipment.

There are two (2) indirect owners of Franchisor that also have an interest in Designated Suppliers. Cameron Webb is an owner of Franchisor and also owns Cam Webb Agency-our Designated Supplier of creative services. Josh Heitler is an owner of Franchisor and also owns Heitler Architects, our Designated Supplier of architectural services. Other than the two individuals identified above, no owner or officer of Franchisor currently owns any interest in an Approved Supplier or Designated Supplier.

From time to time, we also may modify the list of Designated Suppliers and/or Approved Suppliers, and you may not, after receipt of such modification in writing, order any Proprietary Products from a supplier who is no longer a Designated Supplier or order any Goods or Materials from a supplier who is no longer an Approved Supplier. We may approve one or more suppliers for any Goods or Materials and may approve a supplier only as to certain Goods or Materials. Approval of a supplier or vendor may be conditioned on requirements relating to the product quality, prices, consistency, reliability, financial capability, labor relations, frequency of delivery, reporting capabilities, standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, as set forth above, and may be temporary pending a further evaluation of such supplier by us. These criteria and standards are included in the Manual.

We and our affiliates, from time to time, may receive payments from suppliers or vendors (including Designated Suppliers and/or Approved Suppliers) on account of such suppliers' dealings with you and other Squeeze Shop franchisees, and we may use any amounts received without restriction and for any purpose we and our affiliates deem appropriate. We may concentrate purchases with one or more suppliers to obtain lower prices and/or the best advertising support and/or services for any group of Squeeze Shops or any other group of businesses franchised or operated by us or our affiliates.

If you propose to purchase any Goods or Materials (that you are not required to purchase from us, an affiliate of ours, a Designated Supplier, or an Approved Supplier) from a supplier that we have not previously approved, you must submit to us a written request for such approval or request the supplier to do so itself. We have the right to require, as a condition of our approval, that our representatives be permitted to inspect the supplier's facilities, and that such information, specifications, and samples as we reasonably designate be delivered to us and/or to an independent, certified laboratory designated by us for testing prior to granting approval. A charge not to exceed $5,000 reflecting the reasonable costs that we incur, including travel related expenses, video conferencing, product purchases, retention of third party examination companies, and professional time, inspecting the proposed alternative Goods or Materials and the actual cost of testing the proposed Goods and Materials, must be paid by you. We will notify you within 60 days of your request as to whether you are authorized to purchase such products from that supplier. We reserve the right, at our option, to re-inspect the facilities and products of any such Approved Supplier and to revoke our approval upon the suppliers' failure to continue to meet any of the foregoing criteria.

We negotiate purchasing arrangements with Approved Suppliers so that, whenever possible, you can take advantage of the economies of scale offered by being a part of the System. Currently, there are no purchasing or distribution cooperatives. We may receive discounts that are not available to franchisees on

the purchase of certain products. We may also receive rebates on products, supplies, and equipment that you purchase from some of our Approved Suppliers. In 2022, we received rebates totaling $0. In the calendar year ended December 31, 2022, rebates received totaled 0% of our total revenue of $152,269 for the same time period (see Item 11).

We estimate that your purchases or leases from Designated Suppliers and/or Approved Suppliers will represent approximately 90% of your total purchases in the establishment of your Squeeze Shop and 90% of your total purchases in your continuing operation of your Squeeze Shop.

In the calendar year ending December 31, 2022 and as of the effective date of this disclosure document, 2.5% of our revenue (or $3,890.30 of $152,269) was derived from the sale of Proprietary Products, marketing materials, inventory, and supplies.

We do not provide or withhold material benefits to you (such as renewal rights or the right to open additional Squeeze Shops) based upon whether you purchase Proprietary Products from Designated Suppliers or Goods and Materials from Approved Suppliers; however, if you purchase Proprietary Products, Goods or Materials from unapproved suppliers or if you purchase unapproved Goods or Materials, we will have the right to terminate the Franchise Agreement.

Except for the revenue derived from the sale of Proprietary Products to franchisees, there was no other material consideration based on required purchases or leases reflected in the most recent audited financials.

Insurance

Before you commence activities under the Franchise Agreement, and before the Squeeze Shop opens, you must obtain, and continue to maintain at all times, in full force and effect at your sole expense that insurance which you (or your risk management advisors) determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Squeeze Shop, which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required by the Manual.

The current minimum requirements for insurance policies and coverage are listed below although more specific details regarding the required insurance are provided in our Manual:

- Commercial General Liability insurance written on an occurrence form, including but not limited to the following coverage levels:
  - $1,000,000 Each Occurrence
  - $1,000,000 Personal & Advertising Injury
  - $2,000,000 General Aggregate
  - $1,000,000 Products/Completed Operations Aggregate

- Professional Liability
  - $1,000,00 Each Claim
  - $2,000,000 Aggregate

- Sexual Abuse / Misconduct / Molestation
  - $1,000,000 Each Claim
  - $1,000,000 Aggregate

- Employment related practices liability insurance, including third party coverage
  - $1,000,000 per occurrence
  - $1,000,000 aggregate

- Such insurance must include a deductible of no more than $10,000 unless we approve a higher deductible in writing.

- Commercial automobile insurance written on a combined single limit basis for bodily injury and property damage
  - $1,000,000 per accident
  - Such insurance shall include coverage for hired, and non-owned automobiles and shall include additional insured and waiver of subrogation endorsements in favor of Franchisor;

- Commercial umbrella or excess liability that, at a minimum, sits over the Commercial General Liability, Commercial automobile insurance, and Employers liability policies
  - $2,000,000 per occurrence
  - $2,000,000 aggregate

- Property insurance coverage
  - coverage for replacement costs of all Franchisee-owned contents and tenant improvements, and business interruption insurance for a period adequate to re-establish normal business operations, not to be less than twelve months.
  - All property related coverage shall be written on special causes of loss forms with deductibles not to be greater than $5,000 per occurrence;

- Workers' compensation
  - (Coverage A) with statutory limits complying with the laws of the applicable state, and employer's liability
  - (Coverage B) with limits not less than $1,000,000 per accident, $1,000,000 disease policy limit, and $1,000,000 disease per employee.
  - Such insurance shall include a waiver of subrogation endorsement in favor of Franchisor.

- Such other insurance as may be required by us from time to time or by the Landlord of the Squeeze Shop, and by the state or locality in, which the Squeeze Shop is located. All required insurance coverages may be obtained by separate primary policies, or in combination with umbrella or excess liability policies.

The insurance policies described above must: (i) be written on a primary and non-contributory basis; (ii) have a deductible equal to or less than stated above; (iii) grant a Waiver of Subrogation in favor of Franchisor; and (iv) grant Additional Insured status to Franchisor.

The types and amount of insurance listed above represent the minimum coverage you are required to secure prior to opening your Squeeze Shop. You may secure additional insurance. Additionally, local law and/or your Lease may require additional types of insurance and/or greater amounts of coverage. To the extent that your Lease requires additional policies and/or amounts of coverage, your Lease shall control although you are obligated to have each type of insurance identified above.

All insurance policies must be purchased through an agent or broker on our Approved Supplier list and be written by an insurance company that meets our approval. We may from time to time increase the minimum required coverage and/or require different or additional insurance coverage (including an additional umbrella liability insurance policy) at any time to reflect inflation, identification of new risks, changes in

law or standards of liability, higher damage awards or other relevant changes in circumstances. We will provide you written notice of such modifications and you must take prompt action to secure the additional coverage or higher policy limits.

All insurance policies must name us and any affiliates we designate as additional insureds and provide for 30 days' prior written notice to us of a policy's material modification, cancellation, or expiration.

At least 10 days prior to commencing construction of the Squeeze Shop or 3 days before taking ownership of an existing open Squeeze Shop and annually thereafter, you must submit to us a copy of your Certificates of Insurance or other evidence that you are maintaining this insurance coverage and paying premiums. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may obtain such insurance for you and the Squeeze Shop, in which event you must cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

Business Telephone Numbers

You will not maintain a Shop specific, unique telephone number with respect to your Squeeze Shop. We will maintain a single toll-free phone line to which all requests for information, services, customer service, media, or other inquiries will be directed. You may have access to a Voice Over Internet Protocol ("VOIP") line from which you will be able to communicate with customers. All business telephone numbers, directory listings and customer information will be retained by us upon expiration and termination of the Franchise Agreement.

Music

You must utilize our Approved Supplier of music at your Squeeze Shop. Your payment of the Technology Fee includes the fees associated with your use of our approved music provider.

We may operate and change the System in any manner that is not expressly or specifically prohibited by the Franchise Agreement. Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, as we consider to be best, to vary System Standards for any franchisee or any franchised Squeeze Shop based upon the peculiarities of any condition that we consider important to that franchisee's or that Squeeze Shop's operation. From time to time, we may modify System Standards, and these modifications may obligate you to invest additional capital in the Premises and/or incur higher operating costs. You must implement any changes in the System Standards within a time period we request, whether they involve refurbishing or remodeling the Premises or any aspect of the Squeeze Shop, buying new operating assets, adding new products or services, or otherwise modifying the nature of your operations.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement. 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 Franchise Agreement (FA)	Disclosure Document Item
a. Site selection and acquisition/lease	5	Items 11 and 12

Obligation	Section in Franchise Agreement (FA)	Disclosure Document Item
b. Pre-opening purchases/leases	6(C)	Items 6, 7, 8 and 11
c. Site development and other pre-opening requirements	5, 6	Items 6 and 7
d. Initial and ongoing training	11	Items 5, 6, 7 and 11
e. Opening	6(E)	Item 11
f. Fees	7	Items 5, 6 and 7
g. Compliance with System Standards, Policies, Operating Manual	12	Items 8, 9, 13, and 16
h. Trademarks and proprietary information	13	Items 8, 13 and 14
i. Restrictions on products/services offered	12(B)	Items 8 and 16
j. Warranty and customer service requirements	12(F)	Item 8
k. Territorial development and sales quotas	N/A	Item 12
l. Ongoing product/service purchases	12(B)	Item 8
m. Maintenance, appearance, and remodeling requirements	12(E)	Item 8
n. Insurance	12(I)	Items 6, 7, and 8
o. Advertising	9	Items 6 and 11
p. Indemnification	23	None
q. Owner's participation/ management/staffing	12(H)	Items 11 and 15
r. Records/reports	8	Item 6
s. Inspections/audits	8(D), 12(K)	Item 6
t. Transfer	16	Items 6 and 17
u. Renewal	4(B)	Items 6 and 17
v. Post-termination obligations	20	Item 17
w. Non-competition covenants	18(B)	Item 17
x. Dispute resolution	27	Item 17
y. Personal Guaranty	14(C)	Item 15

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, Lease, or obligations. We may receive flat fee payments on a per transaction basis from one or more third party finance companies or lenders (each a "Preferred Finance Company") if you utilize a Preferred Finance Company to fund the purchase and development of your Squeeze Shop. You are not required to utilize a Preferred Finance Company for financing. Franchisor does not have any relationship with any Preferred Finance Company other than the prospective payment of the flat fee referral fee described in this Item 10. Currently, we receive a flat referral fee payment of $1,000 per transaction from Guidant Financial as a Preferred Finance

Company. We have not accepted a flat referral fee from any other Preferred Finance Company.

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

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

Our Obligations Prior to Opening:

Before you open your Squeeze Shop, we will:

(1) Provide, either directly or through our Designated Suppliers of real estate selection and development services, our site selection guidelines, and criteria, and identify sources to obtain demographic information on proposed sites. Currently, our criteria for site selection include population density, demographics, psychographics, average household income, and massage behavior (Franchise Agreement, Section 5(A)).

(2) Approve or disapprove proposed sites within 30 days after our receipt of your completed site evaluation package (if we do not conduct an on-site evaluation of the proposed site) or within 30 days after our on-site evaluation of a proposed site, if applicable. If we do not approve a proposed site in writing during this time period, we will be deemed to have rejected the site. (Franchise Agreement, Section 5(A)(6)). If you and we are unable to agree on a site for your Squeeze Shop within the time frame identified in the Franchise Agreement, we may terminate your Franchise Agreement and we will not refund your Initial Franchise Fee.

(3) Provide to you mandatory and suggested specifications and layouts for a Squeeze Shop, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, and color scheme. (Franchise Agreement, Section 6(B)(1))

(4) Review your construction plans and specifications or other plans before you begin constructing the Squeeze Shop solely to confirm that your plans and specifications meet our System Standards. (Franchise Agreement, Section 6(A))

(5) Supply (or have an Approved Supplier provide) a list of products, supplies, and materials that you must purchase prior to opening your Squeeze Shop (Franchise Agreement, Section 6(C)(6) and 6(C)(7))

(6) Authorize you to open the Squeeze Shop. (Franchise Agreement, Section 6(F)(1))

(7) Provide marketing and promotional (brand) guidelines for the Grand Opening Plan and approve marketing materials you will use. (Franchise Agreement, Section 9(D))

(8) We will provide you with online access to our confidential and proprietary Manual. You must operate your Squeeze Shop in accordance with the Manual and all applicable laws and regulations. The Manual may be amended or modified by us to reflect changes in the System. You must keep the Manual confidential and current, and you may not copy any part of the Manual. We reserve the right to disclose updates to the Manual in writing in any manner, including electronic means such as e-mail, our website, and any intranet platform that we establish in connection with the System. We will update the Manual electronically. Please note that certain portions of the Manual may be provided via update or communications from be set forth on a website or web portal that is controlled and/or registered to us and you will be solely responsible for ensuring compliance with these "online" portions of the Manual as well.

Upon request, you may view the Manual before you sign your Franchise Agreement if you sign our then-current Confidentiality Agreement (Exhibit D).

(9) Conduct our Initial Training Program for you (or your Operating Principal) and your general manager (the person who is managing the day to day operations) of the Squeeze Shop ("General Manager"). Our Initial Training Program is comprised of: (i) "Classroom Training" that you and your management must complete online via webinar or other learning management system we designate to (a) monitor/track participation and progress, and/or (b) test competency levels, if and as we determine appropriate; (ii) additional "Classroom Training" and "On the Job" training that we will provide to you and your initial management at our headquarters or another location that we designate; and (iii) onsite training, assistance and support that you, your management, and other personnel that will be involved in the initial operations of the Squeeze Shop must participate and complete to our satisfaction before you open your Squeeze Shop (Franchise Agreement, Section 11(C)).

(10) Franchisor does not generally own and lease the Premises for your Squeeze Shop to you.

Our Obligations after Opening

After you open your Squeeze Shop, we will:

(1) Collect, administer, and spend for advertising and promotional purposes monies paid by franchised and company-owned Squeeze Shops into the Brand Fund, while the Brand Fund is in existence. (Franchise Agreement, Section 9(C)).

(2) Provide marketing and promotional (brand) guidelines for local store marketing, and provide samples of advertising, marketing, and promotional formats, and materials. (Franchise Agreement, Section 9(D)).

(3) We may change or modify the System, including modifications to the Manual, the System, and the System Standards. Changes to the System and/or System Standards may be communicated to you in conjunction with amendments to the Manual or through regular, routine, or specific communications delivered by us. (Franchise Agreement, Sections 10(A), 12(A)(1), 12(A)(2)).

(4) Provide additional training for you (or your Operating Principal), your managerial personnel, training personnel or other previously trained and experienced staff members. (Franchise Agreement, Section 11(D)).

(5) Provide ongoing advice and consultation to you regarding the operation of the Squeeze Shop through the Manual, bulletins or other written materials, electronic media, meetings, seminars, conferences, and telephone or in person conversations at our office or the Squeeze Shop. (Franchise Agreement, Sections 11(D) and 11(E)).

(6) Provide you with a list of Approved Brands, Approved Suppliers and/or Designated Suppliers. (Franchise Agreement, Section 12(B)).

(7) Conduct inspections of the Squeeze Shop as we deem appropriate and necessary. (Franchise Agreement, Section 12(G)).

(8) To the extent permitted by applicable law, we may periodically establish maximum and/or minimum prices for services and products that your Shop offers, including, without limitation, prices for promotions in which all or certain Squeeze Shops participate.

We do not assist you with any activities related to hiring your employees (other than our assistance in training your staff as described in this Item 11) or with your administrative or accounting functions (except to the extent that the Shop Systems provides such services or functions.) We will train you on Squeeze Shop protocols and procedures, however processes related to specific employment practices at your Squeeze Shop must be done by you.

Site Inspections

We intend to conduct regular visits to your Squeeze Shop to review and discuss the operations, marketing, safety, finance, maintenance, and possible repairs of the Squeeze Shop. The visits will be conducted by us, or a third party retained by us and will be completed at least one time a year. The timing of the visits will be determined by us in our sole discretion. During each visit our representative will complete a report that provides a recap of the visit as well as a final score associated with whether or not you meet the required standards of running a Squeeze Shop. A copy of this report will be given to you and filed at our corporate office.

Advertising

Grand Opening Plan

You must advertise and promote the Squeeze Shop during the 4-month period prior to the opening of the Squeeze Shop ("Grand Opening Plan"). Your Grand Opening Plan expenditures must equal or exceed $18,300 although we recommend that you spend more than the minimum amount (See Items 6 and 11 for more detailed information). You agree to comply with our guidelines for the Grand Opening Plan, based upon an agreed upon marketing plan, which you must follow as part of the marketing, advertising, and promotion of the Squeeze Shop ("Marketing Plan"). This expenditure is in addition to your Brand Fund contribution and the amount you must spend on Local Store Marketing.

The Brand Fund

Squeeze Shops have a distinct culture, and the image of the System and Squeeze Shops is an important element of the System. We have established an advertising and marketing fund ("Brand Fund") for the enhancement and protection of the System and the Marks, and for the development of advertising, marketing, and public relations programs, and materials as we deem appropriate.

You must contribute 2% of the Net Sales of your Squeeze Shop on a weekly basis to the Brand Fund. From time to time, we or our suppliers may deposit into the Brand Fund any rebates or similar allowances paid to us by our suppliers although we have no obligation to do so. Squeeze Shops operated by us, and our affiliates also will contribute to the Brand Fund on the same basis as comparable franchisees.

We did not collect or expend any Brand Fund income during 2022.

In 2022, $0 or 0% of the advertising funds were used to solicit new franchise sales.

We have sole discretion to use the Brand Fund, and the monies in the Brand Fund, for any purpose that we believe will enhance and protect the System and Marks and will improve and increase public recognition and perception of the System and Marks. We will direct (or hire a third party to direct) all programs that the Brand Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement, allocation, and coverage (which may be national, regional, or local). Our in-house marketing department may prepare or work with advertising agencies to prepare the advertising materials for the Brand Fund.

You must participate in all advertising, marketing, social media, promotions, research and public relations programs, and national marketing programs (charitable or otherwise) events instituted by the Franchisor or the Brand Fund. Among the programs, concepts, and expenditures for which we may utilize the Brand Fund monies are: **(a)** creative development and production of print ads, commercials, radio spots, point of purchase materials, direct mail pieces, door hangers, and other advertising and promotional materials; **(b)** creative development, preparation, production and placement of video, audio, and written materials and electronic media; **(c)** media placement and buying, including all associated expenses and fees; **(d)** administering regional and multi-regional marketing and advertising programs; **(e)** market research and customer satisfaction surveys, including the use of secret shoppers; **(f)** the development and production of premium items, giveaways, promotions, contests, public relation events, and charitable or nonprofit events; **(g)** creative development of new program offerings for Squeeze Shops; **(h)** creative development of signage, posters, and individual Squeeze Shop décor items including wall graphics; **(i)** recognition and awards events and programs; **(j)** system recognition events, including periodic national and regional conventions and meetings; **(k)** website and/or intranet development and maintenance; **(l)** development, implementation, and maintenance of an electronic commerce Website and reservation system and/or related strategies; **(m)** retention and payment of advertising and promotional agencies and other outside advisors including retainer and management fees; and **(n)** social media platform development and management; and **(o)** public relations and community involvement activities and programs. All advertising and promotional materials developed by the Brand Fund will be made available to you through us or an Approved Supplier. We will not use the Brand Fund for the direct solicitation of franchisees; however, advertising, and promotional materials may state that information regarding owning a Squeeze Shop is available through our website or telephone number.

We will account for the Brand Fund separately from our other funds; however, we will not be required to segregate any Brand Fund monies from our other monies. We will not use the Brand Fund monies for any of our general operating expenses. We and our affiliates may be reimbursed by the Brand Fund for administrative expenses directly related to the Brand Fund's marketing programs, including without limitation, conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions to the Brand Fund. We may use the Brand Fund to pay the administrative costs of the Brand Fund including managing the advertising, marketing, and promotional programs and payment of outside suppliers utilized by the Brand Fund, and we may use the Brand Fund to pay the reasonable salaries and benefits of personnel (including our personnel and our affiliates' personnel) who manage and administer the Brand Fund. We may use the Brand Fund to pay for other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to Brand Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Fund and its programs.

The Brand Fund will not be our asset. Although the Brand Fund is not a trust, we will hold all Brand Fund contributions for the benefit of the System and use contributions only for the purposes described in the Franchise Agreement. We will not have any fiduciary obligation to you for administering the Brand Fund or for any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Brand Fund contributions to pay for the administrative costs of the Brand Fund before using the Brand Fund's other assets.

We will, upon your request, prepare an annual, unaudited statement of Brand Fund's collections and expenses within 120 days after our fiscal year end, which will be available for your review if requested. We may have the Brand Fund audited annually, at the Brand Fund's expense, by an independent certified public accountant. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate.

We intend to use the Brand Fund to maximize and enhance public, franchisee, and employee recognition of the System and the Marks. Although we may use the Brand Fund, or portions of the monies in the Brand Fund, to create, develop, use and/or place advertising and promotional marketing materials and programs, and we may try to engage in brand enhancement activities that will benefit all Squeeze Shops, we cannot and do not ensure that Brand Fund expenditures will be made in or affecting any geographic area, or will be proportionate or equivalent to Brand Fund contributions by Squeeze Shops operating in that geographic area. We do not guarantee or assure that you, your Squeeze Shop, or any Squeeze Shop will benefit directly or in proportion to your Brand Fund contribution from the brand enhancement activities of the Brand Fund or the development of advertising and marketing materials or the placement of advertising and marketing.

We may use collection agents and institute legal proceedings to collect Brand Fund contributions at the Brand Fund's expense. We also may forgive, waive, settle, and compromise claims by or against the Brand Fund. We assume no direct or indirect liability or obligation to you for collecting amounts due to the Brand Fund.

We may at any time defer or reduce contributions of a Squeeze Shop franchisee to the Brand Fund and, upon 30 days' prior written notice to you, reduce or suspend Brand Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, subsequently reinstate) the Brand Fund. If we terminate the Brand Fund, we will spend all monies in the fund for advertising and/or promotional purposes or distribute all unspent monies to our franchisees, and to us and our affiliates, in proportion to their, and our, respective Brand Fund contributions during the preceding 12-month period.

We do not currently have a franchisee council. We may, in the future, establish a council of franchisees. Once established, any franchisee council will serve only in an advisory capacity and will have no operational or management authority. We may dissolve or change the makeup of a later formed council at any time.

Local Advertising and Promotion

You will develop, on a quarterly basis, a Local Store Marketing plan for the Squeeze Shop (the "Local Store Marketing Plan"). The Local Store Marketing Plan will include materials that we will provide to you that outline the key activations, promotional materials, outreach templates, and marketing initiatives to assist you in maximizing local awareness and traffic to your Shop ("Local Marketing Playbook"). You must comply with all requirements of the Local Marketing Playbook and the Local Store Marketing plan, including use of approved advertising and marketing materials, placement and purchase of advertising and marketing materials and media, participation in and use of approved online and social media networks and tools, and compliance with all promotional recommendations and guidelines. After opening your Squeeze Shop, in addition to your Brand Fund contribution, you must spend at least $1,500 per month on local store marketing through a Designated Supplier of digital marketing services throughout the initial term of your Franchise Agreement (which amount may be modified by us from time to time in accordance with Section 9(D) of the Franchise Agreement). You may expend additional amounts on local store marketing provided that such expenditures otherwise comply with the Local Store Marketing Plan and Local Marketing Playbook. You will also be required to execute additional local marketing programs outlined in the Local Marketing Playbook. If there are other Squeeze Shops in your market area, we may require that you spend additional local store marketing expenditures cooperatively with us and/or other franchisees in your market area.

We may audit your Squeeze Shop if we believe, in our sole discretion, that you have not executed on your quarterly Local Store Marketing plan. If our audit reveals that you are not executing your quarterly Local Store Marketing plan, you must repay us the costs and expenses incurred in auditing your Squeeze Shop

and must increase your Local Store Marketing plan expenditures in the subsequent quarter(s) to account for the under expenditure.

Your local advertising and promotion materials must follow our guidelines, which may include, among other things, requirements for the use of the Marks and notices of our website's domain name in the manner we designate. We may specify third parties that you must use for the design and development of your local advertising and promotional materials, and you will be required to pay those third parties for their services without any offset to your required Local Store Marketing expenditures. We may require you to participate in company marketing initiatives including utilization of certain social media platforms (See Social Media below). Your use (as well as the use of your employees in conjunction with their employment or involving the marks or facilities) of any social media platforms must be consistent with our guidelines for use of social media that we will provide you and amend from time to time. You may not develop, maintain, or authorize any website or other online presence that mentions or describes us, you or the Squeeze Shop or displays any of the Marks without our prior written consent. Your advertising, promotion, and marketing must be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time.

All media requests, whether local, regional, or national in scope, made to you or your employees, must be directed to Franchisor. Detailed information regarding the referral of media process is included in the Manual.

You may purchase local advertising and promotion materials from us, or any source approved by us. Periodically, we will provide you samples of advertising, marketing, and promotional formats, and materials at no cost. If you purchase these materials from us, in addition to paying the invoice cost of the materials, you must pay any related shipping, handling, and storage charges. If purchased from a source other than us or our affiliates, these materials must comply with federal and local laws and regulations and with the guidelines for advertising and promotion promulgated from time to time by us and must be submitted to us or our designee at least 30 days prior to first use for approval which we may grant or withhold in our sole discretion. If we do not approve your submission within 30 days after the day we received the materials, we will be deemed to have not approved the materials.

Promotional, Loyalty and Discount Programs

You must participate in and honor the terms of any discount, loyalty, or promotional program (including gift card, loyalty, and discount programs that are applicable to the Squeeze Shop System as a whole or to portions of the Squeeze Shop System) that we offer to the public on your behalf and shall be responsible for the fees payable in conjunction with the operation of these programs. You agree that you will take all action necessary (including the supply to us of all information and the purchase of any supplies, equipment, or services) to participate in any discount or promotional programs.

You must participate in all giveaways, promotions, contests, public relation events, and charitable or nonprofit events that we require of franchisees. These promotions may require, among other things, you to make donations of money, time, and people to required promotional or charitable events and partners. These donations will be made at the time and in the manner we require, which will be provided in the Manual.

Social Media

Franchisor will control all brand specific social media accounts and Franchisee will not have the right to access or modify such accounts.

You must set up (and grant us primary administration rights) for social media accounts 60 days prior to the opening of your Squeeze Shop. Required social media accounts include a Facebook location specific account, Yelp location specific account, and Google Places location specific account to assist in the promotion of your Squeeze Shop. You must use only approved content and materials in connection with these accounts. We reserve the right to add additional social media platforms in the future. You must identify us as a primary administrator and provide us with primary administration rights for any social media or digital marketing accounts that you use in conjunction with your Squeeze Shop. You must get our written consent to use any social media platform other than the pre-approved social media platforms set up for you prior to the opening of your Squeeze Shop. You must also ensure that your employees are aware of our social media policies and comply with such policies.

We may, at any time, upon written notice to you, require you to retain a Designated Supplier of social media, public relations, and digital marketing services ("Social Media Services"). There may be a fee payable to such Designated Supplier in connection with Social Media Services. You will be required to retain and utilize such Designated Supplier(s) upon written notice from us.

We organize and schedule national promotions that we identify on our Squeeze Shop National Marketing Calendar ("National Promotions"). National Promotions may include, but are not limited to, charity events, price promotion (limited time deals and offers) and business segment drivers (events, open houses, charity promotion). You must participate in all National Promotions. Participation will require you, at a minimum, to display/utilize related marketing materials at your Squeeze Shop, advertising the National Promotions promoting all National Promotions on local website(s) and through approved social media platforms.

Regional Co-ops

We may, in our sole discretion, establish Regional Co-ops in any Designated Market Area ("DMA"). We may also change, dissolve, or merge Regional Co-ops. The Regional Co-op shall be organized and governed in a form and manner and shall commence operations on a date, approved in advance by us in writing. We may, if we so elect, prepare bylaws to be used by the Regional Co-op and may require the Regional Co-op to incorporate. As of the date of this disclosure document, we do not have any Regional Co-ops. Once a Regional Co-op is established in a DMA in which the Squeeze Shop is located, you shall become a member of such Regional Co-op upon commencement of operation of the Squeeze Shop if the Regional Co-op is in existence at that time, or no later than 30 days after the date on which the Regional Co-op commences operation. In no event shall you be required to be a member of more than one Regional Co-op with respect to the Squeeze Shop. If a Regional Co-op has been established in your DMA, you shall contribute the amount established, from time to time, by the Regional Co-op for its members ("Co-op Contribution"). You shall submit your Co-op Contribution to the Regional Co-op on a weekly basis, together with such statements or reports as may be required by us (or by the Regional Co-op with our prior written consent). The Regional Co-Op shall be required to deliver annual statements to each of its members and the Franchisor highlighting the collection and use of Regional Co-ops. Monies in the Regional Co-op may be spent for the purposes determined by a majority vote of the Regional Co-op. We shall be a member of any Regional Co-op and be entitled to attend and fully participate in Regional Co-op meetings; however, we shall not have a vote unless we or our affiliates operate a Squeeze Shop in the area covered by the Regional Co-op. Any company owned Squeeze Shops in a DMA will contribute to the Regional Co-op in the same manner as franchised Squeeze Shops.

We have the right to periodically re-allocate and/or increase the amount you contribute to the Brand Fund, any Regional Co-op, and the amount you spend for Local Store Marketing.

Computers, Point of Sale, and Telephone Systems

You must purchase, install, and use our required hardware, software, networks, routers, accessories, and components ("Shop Systems"). We will provide you with detailed specifications and policies for the required Shop Systems that you must install at your Squeeze Shop. The estimated cost to purchase required hardware and software for operation of your Squeeze Shop is $41,347.74-$44,964.23 and is included in the estimated cost of "Leasehold Improvements" item in Item 7.

The Shop Systems will generate Shop, member, accounting, and point of sale information, all of which will be retained on our systems and owned by the Franchisor. As long as you remain a Franchisee, you will have the right to access this data. You must obtain the Shop Systems, software licenses, maintenance and support services, and other services related to the Shop System from the suppliers we specify (which may be limited to us or our affiliates). We may periodically modify and/or develop technical specifications and/or components of the Shop Systems. These modifications and/or developments may require you to purchase, lease, license, and/or support new or modified hardware and/or software. The Franchise Agreement does not limit the frequency and/or cost of these changes, upgrades, or updates. We have no obligation to reimburse you for any failure, upgrade, or shipping costs, related to your purchase and maintenance of the Shop Systems. Within 60 days after you receive notice from us, you must obtain the upgraded hardware or software that we designate and ensure that the Shop Systems, as modified, is functioning properly. Any upgrades, updates, maintenance, or support during the initial years after you purchase your Shop Systems should be covered by the standard manufacturers' warranty. Except as otherwise disclosed in this Section, including the support contract described below, we are unaware of any required or optional maintenance, updating, upgrading or support contracts.

You will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and various updates for the Shop Systems; (2) the manner in which your Shop Systems interface with our computer system and those of other third parties; (3) the installation, maintenance and support of the Shop Systems, although we may from time to time require or recommend third parties to provide these functions; and (4) any and all consequences that may arise if the Shop Systems are not properly operated, maintained, and upgraded including but not limited to virus and spyware issues.

You must pay us a weekly Technology Fee. The Technology Fee provides you access to the required application, software, maintenance and support, e-mail service, music and lobby signage streaming services, intranet, scheduling and CRM platforms, and other technology services that we determine, in our sole discretion, to provide to you.. Currently, the Technology Fee is $450 per week. We may increase the Technology Fee upon thirty (30) days written notice to you.

Local Network, Internet Communication, and Wireless Internet

You must maintain high speed internet access and Wi-Fi service at your Squeeze Shop that meets our System Standards. You must purchase and maintain equipment capable of providing adequate bandwidth and firewall; install and maintain network wiring and faceplates to all necessary areas of your building; regularly test equipment to ensure compliance with our System Standards and applicable law. All wireless internet systems must comply with our System Standards and PCI standards to provide safe, clean internet browsing.

Site Selection

We do not select the site for your Squeeze Shop. You, with the assistance of Approved Suppliers and Designated Suppliers of real estate site selection and development services, will select the site for your Squeeze Shop (subject to our approval). If no site has been designated at the time you sign the Franchise Agreement, we will identify your Site Selection Area in the Franchise Agreement. During the Site Approval Period (which is the 90-day period following the date that we sign the Franchise Agreement), you must

obtain our approval of the site for the Squeeze Shop and execute a Lease or purchase agreement for the approved site or, we, at our option, may terminate the Franchise Agreement. The Site Approval Period may be extended for an additional 90 days if you, in our sole discretion, make commercially reasonable efforts to identify and secure a Premises for your Squeeze Shop during the Site Approval Period but are unsuccessful in securing a suitable location. We have the right to move or modify the Site Selection Area during the Site Approval Period. You should not acquire any interest in a site for your Squeeze Shop until you have been approved as a franchisee and we have approved the site in writing.

As part of the site development process, a completed site evaluation package containing a scalable "As-Built" floor plan copy of the existing site plan, photographs, demographic information, financial information, and such other information and materials as we may reasonably require, together with an option contract, letter of intent, or other evidence satisfactory to us which confirms your favorable prospects for obtaining an ownership or leasehold interest in the site must be generated prior to site approval. Any associated architectural/survey costs shall be at your sole cost and expense as outlined in Item 7.

Within 30 days after completion of the detailed site evaluation package, we may, in our sole discretion, conduct an on-site evaluation of the proposed site. You must reimburse us for all travel, living and other expenses we incur in conducting any on-site evaluations of your proposed site. We will not charge a fee for the first on-site evaluation that we conduct for a particular Squeeze Shop; however, if we require, or if you request, any additional on-site evaluations with respect to the same Squeeze Shop, you will pay to us, in addition to our travel expenses, our then-current site evaluation fee.

We will use reasonable efforts to approve or disapprove the proposed site within 30 days after our on-site evaluation. If we do not approve the proposed site in writing in this time period, we will be deemed to have rejected the site. Our approval or rejection of a site may be subject to reasonable conditions as we determine in our sole discretion. Our rejection of a site is final and the rejected site may not be used for your Squeeze Shop.

The Lease for your Squeeze Shop must be for a term of no less than ten (10) years. If you present a lease to us and the term of that Lease is less than ten (10) years, we may reject the site and/or the Lease. If we reject a Lease because the term is less than ten (10) years, you agree that our refusal is reasonable. Your Lease must also include a collateral right of assignment that grants us or our affiliates the right, if you default under the terms of your Franchise Agreement or the Lease Agreement, to take over the Lease Agreement and assume operations of your Squeeze Shop.

Time between Agreement Signing and Opening

The typical time from signing the Franchise Agreement to opening the Squeeze Shop is approximately 12 months. Factors affecting the length of time needed to open the Squeeze Shop usually include weather conditions, the ability to obtain a Lease, financing or building permits, and zoning and local ordinances. We estimate that it will take approximately 5 months to complete construction and build-out of the site after you obtain possession of the Premises for the Squeeze Shop and obtain all required construction permits, approvals, and liens.

Training

Initial Training Program

Before you open the Squeeze Shop, you (or an owner of Franchisee if Franchisee is an entity) and your General Manager (the person who is managing the day to day operations) of the Squeeze Shop must attend and complete, to our satisfaction, our Initial Training Program, at our flagship location in Studio City,

California. The Initial Franchise Fee includes the fees associated with the Initial Training Program for two (2) people. If we have space available in a regularly scheduled program, you also may bring additional employees to the training program at a cost of $1,000 per person. We offer the Initial Training Program approximately every month at our flagship location in Studio City, California. The Initial Training Program must be completed prior to the opening of your Squeeze Shop by, at minimum, the principal business owner(s), and a General Manager that you designate (if different than the principal owner). You must pay all travel, living and other expenses incurred by you and your employees while attending the training.

If you obtain an operating Squeeze Shop by transfer from another Squeeze franchisee, you must complete this Initial Training Program before you begin operating that business as a Squeeze Shop.

If any individual who is required to receive our certification fails to successfully complete the Initial Training Program and receive our certification, then that individual may repeat the program, or you may send a substitute to complete the next available program. We may charge you a tuition fee for substitute, de-certified or additional employees who attend the Initial Training Program. We also may require that any replacement managerial and training personnel satisfactorily complete our training programs within 90 days of being designated as managerial or training personnel. Replacement managerial and training personnel may: **(1)** attend the next training program offered by us; or **(2)** be trained by your training personnel, however, they must be reviewed by our field personnel and receive our certification prior to managing the Squeeze Shop or training your staff. In addition, subsequent to the opening of the Squeeze Shop, if you hire additional managerial or training personnel, that individual must receive our certification prior to managing the Squeeze Shop or training your staff. We may decertify any previously certified individual if we learn or determine that a person is regarded as no longer complying with our standards and procedures. Any person that has been decertified must satisfactorily complete a training or re-training program to receive our certification.

Our training will be directed by David Werner and Megan Martin. Mr. Werner is our Chief Operating Officer and Ms. Martin is our Director of Operations & Training. Training will be conducted by qualified members of our staff, or third party trainers designated by us. The minimum training that any instructor will have is 100 hours as well as 1+ year of massage and/or operating experience.

David Werner has more than 15 years of operational experience and has been with Squeeze since 2017. He has been responsible for developing Squeeze's technology platform and operational processes and policies. He has overseen the flagship location in Studio City, CA since its opening in March 2019 and alongside Ms. Martin has developed the full training and onboarding programming for Squeeze franchisees.

Megan Martin has been in the massage industry for more than a decade and engaged with Squeeze since 2018. During that time, she has served in each of the functional roles of the business - Massage Therapist, Lead Therapist, Maître D', and General Manager - as well as has developed our full training and onboarding programming.

The full Initial Training Program is mandatory for all franchisees. We will not authorize your Squeeze Shop to open (or, for transfers, begin operating) until you and an adequate number of your employees, as determined by us in our sole discretion, have attended and successfully completed our Initial Training Program. If you already operate a Squeeze Shop and you have attended our Initial Training Program during the past 12 months, we may not require you to attend the Initial Training Program.

TRAINING PROGRAM

The following chart summarizes the subjects taught during the Initial Training Program in the operation of

a Squeeze Shop.

Subject	Classroom Training (Hours)	On-the-Job Training (Hours)	Location
Meet Squeeze	1	0	Webinar/Online
NSO Marketing	1	0	Webinar/Online
Recruiting & HR	4	0	Webinar/Online
Leading Your Squad	2	0	Webinar/Online
Shop Operations	10	0	Webinar/Online
Shop Operations	0	16	Studio City, CA / Franchisee's Location
TOTAL	18	16	

NOTES:

1. The primary instructional materials are the Manual and materials provided by third party suppliers, vendors, and affiliates. Our Manual is currently ~550 pages long. The Table of Contents of the Manual is attached as Exhibit J to this Disclosure Document.

2. Portions of our Training Program will take place at our flagship Shop in Studio City, California. Portions of the Classroom Training may be provided to you via webinar or other online/electronic method that allows us to administer, provide, track report and deliver e-learning education courses and training via a software application (and, if applicable, confirm that you have passed any corresponding test in connection with such training).

3. In addition to the online/electronic instruction and classes and the portion of our Initial Training Program that is provided at our training facility as described in the training chart above, we will send a representative to your Squeeze Shop to assist with the grand opening of your Squeeze Shop ("Opening Training"). This Opening Training will typically take place at or close to the time you are authorized to open your Squeeze Shop The Opening Training will include no less than 3 days of on-site training for your staff members. We will determine the hours of training for your staff members. If you request, and we agree to provide, additional or special guidance, assistance, or training during this opening phase, you agree to pay our then applicable charges, including fees for our personnel and their travel and living expenses. Please note, however, that (a) certain of the "On-the-Job" training described in the training chart above may be provided or covered during the training we provide at our designated training facility or corporate offices, and (b) certain portions of on-site assistance may be provided instead by remote instruction.

4. Approved and Designated Suppliers may provide additional training to you with respect to the products that they distribute to you for sale at your Squeeze Shop.

Ongoing Training

We may require you (or your Operating Principal), your General Manager, training personnel, and/or other previously trained and experienced staff members to attend and complete satisfactorily various training

courses that we periodically choose to provide at the times and locations that we designate. We may also require you to complete additional training if we believe, in our reasonable discretion, that you require additional training to operate your Squeeze Shop to our standards. Training courses include periodic conventions, regional meetings, and conferences that we specify. Even if you fail to attend the training, we can charge reasonable registration or similar fees for these courses. You must pay all travel and living expenses incurred by you and your employees during all training courses and programs. We may also require you and your staff members to utilize on-line training programs that we make available to you and your staff members including various on-line manuals and portals.

We require that your replacement training personnel satisfactorily complete our training programs within 90 days of being designated as training personnel. Replacement training personnel must complete our training program (which may be web based for replacement personnel) or may: **(1)** attend the next training program offered by us; or **(2)** be trained by your training personnel, however, they must be reviewed by our field personnel and receive our certification prior to managing the Squeeze Shop or training your staff.

ITEM 12
TERRITORY

If no site has been designated at the time you sign the Franchise Agreement, you will select the site from within your Site Selection Area that we identify in Exhibit 1 to your Franchise Agreement (the "Premises"). During the Site Approval Period you must obtain our approval of the site for the Squeeze Shop and execute a Lease or purchase agreement for the approved site or, we, at our option, may terminate the Franchise Agreement. We have the right to move or modify the Site Selection Area during the Site Approval Period. The Site Selection Area will be determined on a case-by-case basis considering economic, demographic, and geographic information (such as population density) as well as existing site selection areas and/or Protected Areas given to other franchisees. Provided that you are in full compliance with the Franchise Agreement, we and our affiliates will not operate, or license others to operate, Squeeze Shops in the Site Selection Area during the Site Approval Period.

Once we have approved the Premises, you will have the right to operate a Squeeze Shop at the Premises. If you comply with the Franchise Agreement, we will not, during the term of the Franchise Agreement, operate, or license others to operate, a Squeeze Shop within an area equal to an approximately eight-minute travel time from the front door of your Squeeze Shop (the "Protected Area"). We may use additional criteria to describe your Protected area, including total population, physical or psychological boundaries and any other criteria appropriate to define the Protected Area. The Protected Area will be identified by a map in Exhibit 1 to the Franchise Agreement. In certain areas of the country, the Protected Area may be stated as metes and bounds, zip codes, or other applicable methods of identifying the Protected Territory. Notwithstanding the Protected Area defined above, in certain high-density population areas ("High-Density Areas"), the Protected Area may be materially less. Once established, the Protected Area will not be changed.

You will have no right of first refusal or other rights to acquire additional franchises except in conjunction with your execution of a separate franchise agreement. Once established, as long as you are in compliance with the terms of your Franchise Agreement, we will not open or allow others to open a Squeeze Shop in your Protected Area. You may not use the Marks on any Internet domain name, e-mail address or in the operation of any Internet website without our prior written consent. You may not distribute products or services using other channels of distribution except as approved by the Franchisor in writing. You may solicit and accept orders from customer located outside your Protected Area provided that the services are provided at your Squeeze Shop in your Protected Area.

Notwithstanding the grant of a Protected Area, we reserve the right to: **(1)** operate (and license others to operate) any type of business other than a Squeeze Shop at any location inside or outside the Protected Area; **(2)** operate (and license others to operate) Squeeze Shops located anywhere outside the Protected Area regardless of proximity to the Squeeze Shop; **(3)** provide, offer and sell (and license others to provide, offer and sell) products that are identical or similar to and/or competitive with those provided at or from Squeeze Shops, whether identified by the Marks or other trademarks or service marks, through dissimilar distribution channels (including, without limitation, department stores, Internet, or similar electronic media) both inside and outside the Protected Area; **(4)** acquire the assets and/or ownership interests of one or more businesses offering one or more of the Squeeze Services ("Competing Businesses") and franchising, licensing or creating similar arrangements with respect to these businesses once acquired wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Protected Area); **(5)** be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a competitor that operates Competing Businesses, or by another business, even if such business operates, franchises, and/or licenses Competing Businesses in the Protected Area; and **(6)** create, place, and/or distribute or authorize others to create, place and/or distribute any advertising and promotional materials, which may appear in media, or be received by prospective customers located, within the Protected Area. Your rights in the Protected Area does not limit the operation of Squeeze Shops that are under construction or in operation in the Protected Area. We reserve all rights in the Site Selection Area that we reserve with respect to the Protected Area. We do not impose any restrictions on you or other franchisees to provide goods or services to customers that reside outside of your Protected Area.

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

You may not operate your Squeeze Shop at any location other than the Premises and you may not relocate your Squeeze Shop without our prior written consent. Our consent may be conditioned upon, among other things: your payment of our reasonable expenses actually incurred in connection with consideration of the relocation request; your payment of agreed minimum Royalties during the period when the Squeeze Shop is not in operation; and your relocation of the Squeeze Shop within 6 months after we approve your relocation request.

There are no minimum sales quotas or other conditions that must be met in order to maintain your rights in the Protected Area. We may not modify or terminate your rights in the Protected Area unless you are in default under the Franchise Agreement.

We and our affiliates may merchandise and distribute goods and services identified by the Marks through methods or channels of distribution other than outlets similar to your Squeeze Shop. We have no obligation to compensate you for any such sales in the Protected Area. We do not currently intend to operate or franchise businesses to sell goods or services that are the same or similar to those that you will sell although we reserve the right to do so in the future. We reserve all rights to use and license the System other than those we expressly grant you under the Franchise Agreement.

ITEM 13
TRADEMARKS

In the Franchise Agreement, we grant you the right to operate the Squeeze Shop under the name "Squeeze" and to use our other current or future Marks that we designate in the operation of your Squeeze Shop. Under the License Agreement with Squeeze Holdings, we have the exclusive right to use and permit our franchisees to use the name and mark "Squeeze" in addition to certain related trademarks, service marks

and other commercial symbols in the development and support of franchises throughout the United States. The term of the License Agreement is perpetual in duration; however, Squeeze Holdings has the right to terminate the License Agreement if we commit a default of the License Agreement by not policing the standards under which the Marks are used by our franchisees. A termination of the license agreement by Squeeze Holdings may impact your rights to use the Marks.

Squeeze Holdings has registered the following principal Marks with the United States Patent and Trademark Office ("PTO") on the Principal Register:

Mark	Registration No.	Registration Date	Renewal Date
SQUEEZE (words only)	**5898210**	**October 29, 2019**	**October 29, 2024**
	5904296	**November 5, 2019**	**November 5, 2024**
	6046247	**May 5, 2025**	**May 5, 2025**

For all principal federal registrations, all necessary affidavits and/or renewal applications have been filed within the times required by law and have been accepted for all marks.

Except for the registrations identified above, there are no other effective determinations of the PTO, of the Trademark Trial and Appeal Board, or of the trademark administrator of any state or court. Neither are there any pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks that are relevant to their use. Other than as described above, there are no agreements currently in effect that significantly limit our rights within the United States, to use, or license the use, of the above mentioned Marks in any manner material to the Franchise.

Except for the License Agreement, there are no agreements currently in effect that significantly limit our right to use or allow others to use the copyrighted materials, Trade Dress, Manual or Confidential Information. We do not have any copyright licenses that are material to the Franchise. We do not actually know of any infringing uses that could materially affect your use of these materials in any state. We need not protect or defend copyrights, although we intend to do so when this action is in the best interest of the System.

You will follow our rules when you use the Marks. You may not use any Mark as part of your corporate or legal business name or with modifying words, terms, designs, or symbols (except for those we license to you). You may not use any Mark in selling any unauthorized services or products or in any other way we have not expressly authorized in writing.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or any claim by any person of any rights in any Mark. In the event of an infringement, challenge, or claim, you may not communicate with any person other than our attorneys, your attorneys, and us. We may take the action we deem appropriate and control exclusively any litigation, PTO proceeding, or any other administrative proceeding from the infringement, challenge, or claim or otherwise concerning any Mark. You will sign any documents and take any action that, in the opinion of our attorneys, protects and maintains our interests in any litigation or PTO or other proceeding.

Provided that you have timely notified us of the claim or proceeding and complied with the Franchise Agreement, we will reimburse you for all damages you suffer in any trademark infringement proceeding from your authorized use of any Mark, and for all costs you reasonably incur in defending any claim brought against you or any proceeding in which you are named a party. We may, at our option, defend and control the defense of any proceeding from your use of any Mark.

If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trade or service marks, you will comply with our directions within a reasonable time after receiving notice. We will reimburse you for your reasonable direct expenses of changing trademarked items. However, we need not reimburse you for any loss of revenue due to any modified or discontinued Mark or for any expenditure you make to promote a modified or substitute trademark or service mark.

You may not use the Marks on any Internet domain name, e-mail address, or in the operation of any Internet website without our prior written consent. We may grant or withhold our consent in our sole discretion and may condition our consent on such requirements as we deem appropriate, including, among other things, that you obtain our prior written consent of: (1) any and all Internet domain names and home page addresses related to the Squeeze Shop; (2) the proposed form and content (including any visible and non-visible content such as, cookies or metatags) of any website related to the Squeeze Shop; (3) your use of any hyperlinks or other links; (4) your use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest; and (5) any proposed modification of your website. We may designate the form and content of your website and/or require that any such website be hosted by us, or a third party designated by us, using one or more websites that we own and/or control. In addition, we may require you to establish hyperlinks to our website or another website designated by us. We may charge you a fee for developing, reviewing, and approving your website and/or for hosting the website.

We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents that are material to your Squeeze Shop or the System. We claim trade secret and copyright protection for our Manual, trade dress, and certain business forms, architectural, engineering and construction plans, advertising materials, product specifications, computer programs, newsletters, training materials and operations and accounting materials. We have not registered those materials with the United States Registrar of Copyrights. You may use these items only in the way we specify and only while operating your Squeeze Shop.

The Manual and these other materials contain the System Standards, which include mandatory and suggested specifications, standards, operating procedures, and rules that we periodically prescribe for operating a Squeeze Shop and information on your other obligations under the Franchise Agreement. Our Manual and other materials also contain Confidential Information (as defined below) including the instructions, methods, and techniques used in the key management areas of Squeeze Shops including: marketing and promotion, daily operations, personnel, and financial management. We may modify the Manual periodically to reflect changes in System Standards. The contents of the Manual are confidential, and you may not disclose the Manual to any person other than employees of the Squeeze Shop who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Manual.

We possess certain confidential information, some of which constitutes trade secrets under applicable law ("Confidential Information"), relating to the development and operation of Squeeze Shops. Confidential Information includes, among other things: site selection criteria; service techniques, beauty product formulas, marketing techniques, management and operation systems and other products, systems, services; training and operations materials and manuals; and marketing and advertising programs. You do not acquire any interest in the Confidential Information, other than the right to use the Confidential Information as we specify in operating the Squeeze Shop during the term of the Franchise Agreement. The Confidential Information is proprietary to us. You cannot use the Confidential Information in any unauthorized manner or disclose it to any third person, except as we permit. If we permit you to disclose any Confidential Information to a third party we can require that the third party sign a confidentiality and nondisclosure agreement, in the form we specify.

You will not be entitled to compensation under the franchise agreement if we require you to modify or discontinue using the subject matter covered by any patent or copyright utilized in the operation of your Squeeze Shop.

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

If you are an entity, you will appoint one of your owners (the "Operating Principal") to be our principal point of contact. The Operating Principal will be the person with whom we will communicate on all major policy, financial, management and operational matters, and the only person that we will recognize as having authority to communicate for and on your behalf. We recommend that you (or the Operating Principal if you are an entity) hire a General Manager that satisfies our requirements. We require you (or the Operating Principal if you are an entity) to personally participate and assist in managing the day-to-day operations alongside your General Manager. We expect the Operating Principal to supervise the General Manager and to oversee the Shop. You may not change the Operating Principal without our prior written consent. You (or the Operating Principal if you are an entity) and your General Manager will be required to complete the Initial Training Program to our satisfaction (prior to undertaking any management responsibilities).

We will not unreasonably withhold our approval of any General Manager you propose, provided the General Manager has completed our Initial Training Program and otherwise demonstrates an understanding of our System standards and specifications for daily operations of a Shop.

If the franchisee is a business entity, we do not require the General Manager to own an interest in the entity, but the General Manager must sign our prescribed form of Confidentiality Agreement. Your Shop must, at all times, be managed and staffed with at least one (1) individual who has successfully completed our Initial Training Program. In the event that you operate more than one Shop, you must have a properly trained General Manager at each Shop you own and operate. You must keep us informed at all times of the identity of any personnel acting as General Manager and obtain our approval before substituting a new General Manager at any of your locations.

Regardless of whether you have a General Manager, you must appoint and engage a massage therapist that has participated in and completed that Therapist Training portion of the Initial Training Program as your "Lead Therapist" that will be responsible for, among other things, ensuring that all other massage therapists are properly trained with the System materials and information provided.

It is important to note that we are not your employer and that you will have the right to control all decisions related to recruiting, hiring, or firing any personnel. Please note that nothing in this Disclosure Document

or any agreement you enter into with us will create any type of employer or joint employer relationship between you and/or your personnel, on one hand, and us, on the other.

If you are an individual, then your spouse will also be required to sign the Franchise Agreement or, in the alternative, the form of Personal Guaranty attached to the Franchise Agreement as an Exhibit (the "Guaranty"). If you are a business entity (limited liability company, corporation, partnership, etc.), then (a) each of your shareholders/members/partners (the "Owners"), as applicable, must sign the Guaranty, and (b) at our option, the spouses of each such Owner must sign the Guaranty.

Under a Development Agreement, you must designate and retain an individual throughout the term of the Development Agreement to act on behalf of you in all transactions concerning your obligations under the Development Agreement (the "Representative"). If you are an individual, you must perform all obligations of the Representative. The Representative must use reasonable efforts to do the following, during the entire period he serves in that capacity: (1) maintain a direct or indirect ownership interest in the Franchised Business; (2) devote substantial time and reasonable efforts to the supervision and conduct of the Franchised Business and execute the Development Agreement as one of the Principals; and (3) meet our standards and criteria for a Representative as set forth in the Manuals or otherwise in writing by us. If the Representative or any designee is not able to continue to serve in the capacity of Representative or no longer qualifies, you must promptly notify us and designate a replacement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Squeeze Shop solely for the operation of a Squeeze Shop and must maintain sufficient inventories, adequately staff each shift with qualified employees and continuously operate the Squeeze Shop at its maximum capacity and efficiency for the minimum number of days and hours as we specify in the Manual or otherwise in writing. Currently, we require all Squeeze Shops to be open at least 7 days and 84 hours per week.

You must offer and sell all of the products and services that we periodically require and only in the manner we have prescribed. You may not offer any products or perform any services that we have not authorized. You will discontinue selling and offering for sale any service or product that we disapprove in writing. All products will be offered and sold only at retail (not wholesale) and from the Premises. Our System Standards may regulate required or authorized products, services and service categories and supplies. There are no limits on our right to periodically change required and/or authorized products, services, and service categories, and we may do so at our discretion.

We do not limit the customers to whom you can offer services.

See Item 8 for more specific information on restrictions regarding what you may sell.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	4(A); Exhibit K (Dev. Agreement)	Ten (10) years from the date your Squeeze Shop opens for business.
b. Renewal or extension of the term	4(B); Exhibit K (Dev. Agreement)	When the Initial Term and the first Successor Term expires, you will have the option to request the right to remain a franchisee at the Premises for successor term of five (5) years each (each a "Successor Term")
c. Requirements for you to renew or extend	4(B)	(1) You must give us written notice of your election to remain a franchisee at the Squeeze Shop not less than 9 months, nor more than 12 months, before the end of the Initial Term or first Successor Term; (2) You must pay us a Successor Franchise Fee equal to $10,000 (the "Successor Franchise Fee"); (3) You may be asked to sign an agreement with materially different terms and conditions from the original franchise agreement. (4) Neither you nor any of your affiliates are in default under the Franchise Agreement or any other agreements with us or our affiliates; (5) You must have the right to remain in possession of the Premises (or, another location acceptable to us) for the Successor Term; (6) You must renovate and update your Squeeze Shop to reflect the then-current image of Squeeze Shops; (7) You must correct any existing deficiencies of your Squeeze Shop or in your operation of your Squeeze Shop and satisfy our then-current System Standards including adding any new products or services that are then being offered in the System, meet our qualifications for new franchisees, and complete any additional certification and training requirements that apply to you, your Operating Principal, your General Manager, and training personnel and/or your staff (which may involve the payment of training fees); (8) You must sign, and your owners and all guarantors of your obligations under the Franchise Agreement must personally guarantee, our standard form of Franchise Agreement that we are then offering to new franchisees (or the standard form that we most recently offered, if we are not then offering to new franchisees); and (9) You, and your owners and guarantors of your obligations under this Agreement must sign a general release (substantially similar to the form attached hereto as Exhibit E to the FDD) releasing any and all claims against us, and our affiliates, owners, officers, directors, agents, and employees.
d. Termination by you	19(A)	Franchisee may terminate the Franchise Agreement upon the material default by Franchisor of one or more provisions of this Franchise Agreement provided that the Franchisee provides written notice of the default to Franchisor along with no less than sixty (60) days to cure the default. If you terminate this Agreement, you must still comply with your post-termination obligations described in Section 20 and all other obligations that

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		survive the expiration or termination of this Agreement subject to state law.
e. Termination by us without cause	N/A	
f. Termination by us with cause	19(B), 19(C), 19(C)(2); Exhibit K (Dev. Agreement) 6(a), 6(b), 6(c), 6(d)	The grounds for termination of the Franchise Agreement are set forth in these sections. Section 19(B) identifies the defaults that are not curable, Section 19(C) identifies curable defaults.
g. "Cause" defined – curable defaults	19(C); Exhibit K (Dev. Agreement)	Except for those items listed in Sections 19(B), and 19(C)(2), you will have 30 days after written receipt of notice of default from us within which to remedy any default and provide evidence of that remedy to us.
h. "Cause" defined – non-curable defaults	19(B); Exhibit K (Dev. Agreement)	Sections 19(B)(1)-19(B)(18) identifies each non-curable default.
i. Your obligations on termination/non-renewal	20	(1) The rights granted to you in the Protected Area will terminate, and we will have the right to operate, or license others to operate, Squeeze Shops anywhere in the Protected Area; (2) You and your owners must continue to abide by the covenants in Section 18 of the Franchise Agreement; (3) Within 15 days, or on any later date that we determine the amounts due to us, you must pay to us, and our affiliates all sums due and owing to us and our affiliates; (4) You must immediately discontinue all use of the Marks and of any and all items bearing the Marks; remove the Marks from your Squeeze Shop and from clothing, signs, materials, motor vehicles and other items owned or used by you in the operation of your Squeeze Shop; cancel all advertising for your Squeeze Shop that contains the Marks; and take such action as may be necessary to cancel any filings or registrations for your Squeeze Shop that contain any Marks; (5) You must immediately cease using any of our Confidential Information (including the Shop Systems or similar technology and digital passwords and identifications that we have licensed or loaned to you or that otherwise are proprietary to us or the System) in any business or otherwise; (6) Within 30 days, you must deliver to us all signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark, or otherwise identifying or relating to a Squeeze Shop that we request and allow us, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove these items from Squeeze Shop; (7) You agree to promptly notify all domain name registries, social media platforms, and internet service providers of the termination or expiration of your right to use any telephone numbers, facsimile numbers, URLs and domain names, or other listings associated with any Mark; to authorize the transfer of these numbers, names and directory listings to us or to a third party, at our direction; and/or to instruct the domain name

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		registries and internet service providers to forward all calls, e-mails and electronic communications to names, numbers or addresses we specify; and (8) If we do not have or do not exercise an option to purchase the Assets of Squeeze Shop under Section 21, you agree promptly and at your own expense to make the alterations we specify in our Manual (or otherwise) to distinguish your Squeeze Shop clearly from its former appearance and from other Squeeze Shops
j. Assignment of contract by us	15	We have the absolute, unrestricted right, exercisable at any time, to change our ownership or form and/or transfer and assign all or any part of our rights and obligations under this Agreement to any person or legal entity without your consent. After our transfer or assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement.
k. "Transfer" by you - defined	16(A); Exhibit K (Dev. Agreement) 11 (a), (b) and (c)	The sale, assignment, transfer, conveyance, pledge, mortgage, or encumbrance of any interest in Franchise, the Franchise Agreement, the Squeeze Shop, the Assets, the Premises, the Lease, or any other assets pertaining to Franchisee's operations under the Franchise Agreement
l. Approval of transfer by us	16(A); Exhibit K (Dev. Agreement) 11 (a), (b) and (c)	You may not complete a "Transfer" without our prior written consent.
m. Conditions for approval of transfer by us	16(B)	(1) You must advise us in writing of any proposed Transfer, submit (or cause the proposed transferee to submit) a franchise application for the proposed transferee, a copy of all contracts and all other agreements or proposals, and all other information requested by us, relating to the proposed Transfer. (2) you must pay to us a transfer fee equal to twenty-five percent of our then current initial franchisee fee provided that the transfer fee shall not exceed $12,500. (3) The proposed transferee must meet our then-current standards for new franchisees and have sufficient business experience, aptitude, and financial resources to operate your Squeeze Shop; (4) Franchisee must have paid all amounts owed to us, our affiliates, and third party vendors and suppliers, have submitted all required reports and statements, and are not in violation of the Franchise Agreement; (5) Neither the proposed transferee nor its owners or affiliates have an ownership interest (direct or indirect) in or perform services for a Competing Business (as defined in Section 18(B)(1) of the Franchise Agreement); (6) The proposed transferee must satisfactorily complete our Initial Training Program (and any other required training programs we require) and pays any then-current training fees; (7) The proposed transferee has demonstrated an ability to obtain possessory rights in the Premises;

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		(8) Franchisee have corrected any existing deficiencies of the Squeeze Shop of which we have notified you, and/or the proposed transferee agrees to upgrade, remodel, and refurbish your Squeeze Shop in accordance with our then current requirements and specifications for Squeeze Shops within the time period we specify following the effective date of the Transfer (we will advise the proposed transferee before the effective date of the Transfer of the specific actions that are required and the time period within which such actions must be taken); (9) All of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Squeeze Shop are subordinate to the transferee's obligation to pay Royalties, Brand Fund contributions, and other amounts due to us, our affiliates, and third party suppliers and vendors and otherwise to comply with this Agreement; (10) Franchisee (and its owners) must sign a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, officers, directors, employees, and agents. (11) Franchisee modifies and/or upgrades the Shop Systems to our then current standards prior to the closing of the proposed transfer. (12) The proposed transferee must sign our then-current license agreements or service agreements related to the Shop Systems; and (13) Following the effective date of the Transfer: (a) Franchisee and the transferring owners agree not to engage in any of the activities proscribed Section 18(B).of the Franchise Agreement for the Restricted Period in the Restricted Area; and (b) Franchisee and its transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Squeeze Shops you own and operate) identify yourself or themselves or any business as a current or former Squeeze Shop
n. Our right of first refusal to acquire your business	16(G)	We have the right, exercisable within 10 days after receipt of the notice specified in Section 16(B)(1) to send written notice to you that we intend to purchase the interest proposed to be transferred.
o. Our option to purchase your business	21	Upon the expiration or termination of this Agreement for any reason, we will provide written notice to you, within 30 days after the effective date of termination or expiration, if we intend to exercise our option to purchase from you some or all of the Assets.
p. Your death or disability	16(D)	If the Transfer is a transfer of ownership interests in you following the death or permanent incapacity (as reasonably determined by us) of one of your owners, that person's executor, administrator, or other personal representative must apply to us in writing within 90 days after death or declaration of disability for consent to Transfer this person's interest to a third party that we have approved. We do not charge a Transfer Fee under this Section 16(D). That Transfer must be completed within a reasonable time, not to exceed 6 months from the date

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		of death or disability and is subject to all of the terms and conditions in this Section 16.
q. Non-competition covenants during the term of the franchise	18(B)	During the term of this Agreement, there is no geographical limitation on the restrictions contained in Section 18(B) of the Franchise Agreement
r. Non-competition covenants after the franchise is terminated or expires	18(B)	During the Restricted Period, these restrictions will apply at the Premises; within the Protected Area; within a 5-mile radius of the outer boundaries of the Protected Area; and within 5 miles of any other Squeeze Shop in operation or under construction on the later of: (i) the date of the termination or expiration of this Agreement; or (ii) the date on which all persons restricted by Section 18(B) begin to comply with Section 18(B). (the "Restricted Area"). The “Restricted Period” is two (2) years from the date the Franchise Agreement expires or is terminated; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end one (1) year from the date the Franchise Agreement expires or is terminated; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end six (6) months from the date the Franchise Agreement expires or is terminated.
s. Modification of Agreement	26; Exhibit K (Dev. Agreement) 12	Except as expressly set forth in the Franchise Agreement, no amendment, change or variance will be binding on either party unless mutually agreed to by you and us and executed in writing.
t. Integration/merger clause	26; Exhibit K (Dev. Agreement)	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) No other representations or promises will be binding. Nothing in the Franchise Agreement or in any other related written agreement is intended to disclaim representations made in the franchise disclosure document.
u. Dispute resolution by arbitration or mediation	27; Exhibit K (Dev. Agreement) 16	Before you or we may bring an action in court, against the other, you and we must first meet to mediate the dispute, except as otherwise provided in the Franchise Agreement (See Section 27(H)). This section is subject to applicable state law.
v. Choice of forum	27(C); Exhibit K (Dev. Agreement) 16	We may (subject to applicable state law) file suit in the federal or state court located in the jurisdiction where our principal offices are located at the time suit is filed or in the jurisdiction where you reside or do business, where your Squeeze Shop is or was located, or where the claim arose.
w. Choice of law	27(B); Exhibit K (Dev. Agreement) 16	Delaware law applies except to the extent governed by the Lanham Act or other federal law (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figures to sell Squeeze franchises, although we reserve the right to do so in the future.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

TOTAL ACTIVE MEMBERS, TOTAL SERVICE HOURS, TOTAL REVENUE, EXPENSES, AND EBITDA FOR ONE (1) AFFILIATE OWNED SQUEEZE SHOP IN STUDIO CITY, CALIFORNIA ON A MONTH TO MONTH BASIS DURING ITS FIRST 12 MONTHS OF OPERATION

	March 18, 2019 - March 31, 2020												
	Mth1	**Mth2**	**Mth3**	**Mth4**	**Mth5**	**Mth6**	**Mth7**	**Mth8**	**Mth9**	**Mth10**	**Mth11**	**Mth12**	
Total Active Members (End of Month)	194	357	430	552	626	714	775	830	874	941	963	N/A	
Total Service Hours	819	1283	1207	1255	1682	1548	1723	1870	2384	2039	1924	803	

REVENUE	**March 18, 2019 - March 31, 2020**												**TOTAL**
	Mth1	**Mth2**	**Mth3**	**Mth4**	**Mth5**	**Mth6**	**Mth7**	**Mth8**	**Mth9**	**Mth10**	**Mth11**	**Mth12**	
Appointments Revenue	41,620	47,437	45,462	43,673	57,338	65,209	65,414	65,887	70,740	57,895	55,310	25,975	**641,961**
Membership Revenue	16,397	29,807	37,799	47,162	57,962	65,057	72,001	77,055	119,140	85,974	88,768	42,485	**739,607**
Refunds Given	(6,996)	(4,227)	(4,081)	(6,207)	(4,810)	(7,041)	(6,939)	(3,941)	(7,683)	(3,714)	(3,509)	(4,033)	**(63,181)**
Gift Card Redeemed Revenue	3,307	11,244	6,184	11,826	7,954	7,345	6,494	6,877	16,739	23,543	16,954	6,161	**124,629**
Guest Discounts & Promotions Revenue	30,574	23,865	30,233	19,852	11,113	9,764	9,734	8,643	15,751	5,664	6,448	3,731	**175,372**
Other Revenue	0	0	32	1,868	566	167	349	142	0	0	900	0	**4,023**
Total Revenue	**84,902**	**108,126**	**115,629**	**118,174**	**130,124**	**140,501**	**147,053**	**154,663**	**214,687**	**169,362**	**164,871**	**74,319**	**1,622,411**

EXPENSES													
Royalty Fee - Estimated	3,260	5,056	5,124	5,899	7,141	7,844	8,239	8,761	11,936	9,822	9,505	4,235	**86,822**
Credit Card Fees	2,782	3,297	3,682	3,886	4,827	5,420	5,663	5,941	7,827	6,000	5,864	2,961	**58,150**
Guest Amenities	2,541	1,838	1,376	1,638	5,497	2,136	1,515	1,881	1,775	2,664	3,065	649	**26,574**
Laundry Service	1,351	1,415	1,822	1,880	2,072	2,276	2,013	2,431	4,016	2,644	2,218	1,155	**25,293**
Office Supplies / FF&E	3,797	1,497	1,071	1,048	3,318	1,630	2,434	828	1,466	1,223	1,842	494	**20,647**
Therapist Labor	13,925	49,876	37,648	42,173	47,491	52,298	51,608	55,901	85,974	55,256	60,317	29,447	**581,914**
General Manager Labor	5,262	7,567	4,910	5,062	5,437	5,613	5,476	5,794	6,558	10,381	6,735	6,269	**75,064**
Maitre D' Labor	1,866	9,214	5,998	6,811	7,489	7,352	7,736	7,584	8,008	6,549	6,702	3,282	**78,591**
Guest Experience Fee - Estimated	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	**14,400**
Recruiting / Training / Culture	3,300	2,899	3,596	5,464	3,665	1,729	1,125	1,460	887	2,226	1,667	1,146	**29,163**
Base Rent	15,035	15,035	15,035	15,035	15,035	15,035	15,035	15,035	15,035	15,035	15,486	15,486	**181,318**
Free Rent Reductions	(6,264)	(6,264)	(6,264)	(6,264)	(6,264)	(6,264)	(6,264)	(6,264)	(6,264)	(6,264)	(6,452)	(6,452)	**(75,544)**
Rent - NNN	3,365	3,365	3,365	3,365	3,365	3,364	3,365	3,365	3,365	3,365	4,389	4,389	**42,424**
Utilities / Internet	1,905	1,632	1,691	1,756	1,918	1,873	1,843	1,826	2,819	2,028	2,050	1,302	**22,644**
Cleaning Service / Supplies	1,817	2,210	1,816	1,585	2,096	1,868	1,596	1,574	2,026	1,411	1,595	1,549	**21,142**
Brand Fund Fee - Estimated	1,087	1,685	1,708	1,966	2,380	2,615	2,746	2,920	3,979	3,274	3,168	1,412	**28,941**
Digital Marketing	744	2,420	3,002	3,188	6,941	7,544	741	2,991	5,457	1,639	1,545	429	**36,641**
Collateral / Swag / Guest Gifts	2,658	1,699	1,662	542	3,474	2,000	307	117	0	1,683	448	97	**14,688**
Guest Discounts & Promotions Expense	30,768	24,009	30,355	19,999	11,287	9,934	9,912	8,804	15,751	5,664	6,513	3,731	**176,727**
Technology Fee - Estimated	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	**23,400**
HR/Payroll/Other Tech Services	415	441	508	508	600	600	614	561	587	574	614	600	**6,622**
Finance / Accounting & Legal	750	750	750	750	750	938	750	750	1,500	750	750	750	**9,938**
Insurance Expense	2,196	3,593	3,046	3,209	3,270	3,343	3,333	3,445	5,875	3,405	3,422	2,567	**40,705**

Total Expenses	**95,708**	**136,383**	**125,050**	**122,650**	**134,938**	**132,299**	**122,936**	**128,853**	**181,726**	**132,478**	**134,594**	**78,648**	**1,526,264**
EBITDA	**(10,806)**	**(28,257)**	**(9,421)**	**(4,476)**	**(4,814)**	**8,202**	**24,117**	**25,810**	**32,961**	**36,884**	**30,277**	**(4,329)**	**96,147**
EBITDA Margin %	**-12.7%**	**-26.1%**	**-8.1%**	**-3.8%**	**-3.7%**	**5.8%**	**16.4%**	**16.7%**	**15.4%**	**21.8%**	**18.4%**	**-5.8%**	**5.9%**

Notes:

(1) Total Active Members means the total number of active membership agreements for the Squeeze Shop as of the last day of the reflected time period. The total Active Members is "N/A" for Month 12 because all active memberships were paused during this time period due to the shop's closure.

(2) Total Service Hours means the total number of massage hours that were sold for the Squeeze Shop within that month. Note, a fifty (50) minute service equals one (1) service hour and an eighty (80) minute service equals one point five (1.5) service hours. The additional ten (10) minutes added to each service accounts for the recovery time between services.

(3) The financial performance representation above reflects historical Total Revenue and Expenses for one (1) Squeeze Shop in Studio City, California during its first 12 months of operation beginning on March 18, 2019 and ending on March 31, 2020. Months 1 through 8 of the financial performance representation use a rolling 30-day definition for a month. Month 9 includes an additional two weeks of performance (11/18/19 - 12/31/19) to reach true calendar months. Months 10 and 11 are based upon actual calendar months (January and February 2020). On March 15th 2020, Squeeze Studio City closed due to a government issued stay at home order.

(4) Total Revenue means Appointments Revenue plus Membership Revenue plus Gift Card Redemption Revenue and Promotions Revenue minus refunds given.

(5) Labor costs fluctuate month to month depending on the number of payroll periods taking place within that month.

(6) Royalty Fees, Guest Experience Fees, Brand Fund Fees, and Technology Fees are estimated in the financial performance representation as this affiliate owned Squeeze Shop does not pay those fees to us.

(7) EBITDA is calculated by subtracting Total Expenses from Total Revenue for each calendar month and for the 12-month period represented in the financial performance representation.

(8) Margin % is calculated by dividing EBITDA by Total Revenue for each calendar month and for the 12-month period represented in the financial performance representation.

(9) This financial performance representation is based upon financial reports maintained by our affiliate.

(10) Real estate, labor, and related expenses are higher in Los Angeles, California than in other parts of the United States. Depending upon the location of your Squeeze Shop, your real estate, labor, and other expenses may be less than we incur at this location in Los Angeles, California.

(11) This affiliate owned location does not pay royalties or brand fund fees. We estimated the royalties and brand fund fees that this location would pay us and included those estimates in this Item 19.

(12) Population density in the greater Los Angeles area including Studio City, California is denser than other parts of the United States. Your customer base may be smaller or further away from your Squeeze Shop depending upon the market in which you locate your Squeeze Shop.

(13) All figures used in preparing this financial performance representation are on file and in our records. Written substantiation of the financial performance representation included in this Item 19 is available upon reasonable request.

(14) The Affiliate owned Squeeze Shop included in this financial performance representation is the only Squeeze Shop in operation for at least 12 months at the time that this financial performance representation is made.

(15) **One Squeeze Shop has generated the above results. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

TOTAL ACTIVE MEMBERS, TOTAL SERVICE HOURS, TOTAL REVENUE, EXPENSES, AND EBITDA FOR ONE (1) AFFILIATE OWNED SQUEEZE SHOP IN STUDIO CITY, CALIFORNIA ON A MONTH TO MONTH BASIS DURING APRIL 1, 2020 THROUGH MARCH 31, 2021

	April 1, 2020 - March 31, 2021											
	Apr-20	**May-20**	**Jun-20**	**Jul-20**	**Aug-20**	**Sep-20**	**Oct-20**	**Nov-20**	**Dec-20**	**Jan-21**	**Feb-21**	**Mar-21**
Total Active Members (End of Month)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	543	N/A	N/A	N/A	466
Total Service Hours	0	0	0	0	0	0	0	697	153	0	417	1091

	April 1, 2020 - March 31, 2021												**TOTAL**
REVENUE	**Apr-20**	**May-20**	**Jun-20**	**Jul-20**	**Aug-20**	**Sep-20**	**Oct-20**	**Nov-20**	**Dec-20**	**Jan-21**	**Feb-21**	**Mar-21**	**REVENUE**
Appointments Revenue	0	0	0	0	0	0	0	12,145	3,133	0	7,680	29,602	52,560
Membership Revenue	0	0	0	0	0	0	0	68,071	47,719	0	43,419	46,555	205,764
Refunds Given	0	0	0	0	0	0	0	(12,173)	(42,810)	0	(2,519)	(3,705)	(61,207)
Gift Card Redeemed Revenue	0	0	0	0	0	0	0	3,097	300	0	2,072	1,535	7,004
Guest Discounts & Promotions Revenue	0	0	0	0	0	0	0	1,229	327	0	0	1,823	3,379
Other Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Revenue	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**72,369**	**8,669**	**0**	**50,653**	**75,810**	**207,500**
EXPENSES													
Royalty Fee - Estimated	0	0	0	0	0	0	0	4,268	500	0	3,039	4,439	12,247
Credit Card Fees	0	0	0	0	0	0	0	3,141	1,502	0	1,579	3,058	9,280
Guest Amenities	35	0	0	0	0	0	0	31	0	0	432	432	930
Laundry Service	0	0	0	0	0	0	0	0	354	0	258	1,092	1,703
Office Supplies / FF&E	0	0	1,976	714	82	0	25	587	26	0	611	2,634	6,655

Therapist Labor	0	0	0	0	0	0	0	16,609	13,165	0	1,765	23,150	54,689
General Manager Labor	0	0	0	0	0	0	3,352	6,995	5,569	5,710	7,523	5,395	34,543
Maitre D' Labor	0	0	0	0	0	0	0	4,555	3,898	0	0	6,710	15,163
Guest Experience Fee - Estimated	0	0	0	0	0	0	0	1,200	0	0	277	1,200	2,677
Recruiting / Training / Culture	231	15	(18)	45	150	0	0	390	672	117	782	1,336	3,721
Base Rent	15,486	15,486	15,486	15,486	15,486	15,486	15,486	15,486	15,486	15,486	15,486	15,912	186,257
Free Rent Reductions	(6,452)	(6,452)	(6,452)	(6,452)	(6,452)	(6,452)	(6,452)	(6,452)	(6,452)	(6,452)	(6,452)	(3,212)	(74,185)
Rent - NNN	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,394	5,110	64,444
Utilities / Internet	851	1,119	(157)	775	22	22	768	30	1,219	443	428	1,112	6,631
Cleaning Service / Supplies	0	0	306	0	0	0	0	448	1,086	0	185	1,334	3,359
Brand Fund Fee - Estimated	0	0	0	0	0	0	0	1,423	167	0	1,013	1,480	4,082
Digital Marketing	142	400	0	0	0	0	0	0	756	0	0	0	1,298
Collateral / Swag / Guest Gifts	0	0	0	0	0	0	0	74	309	0	85	488	956
Guest Discounts & Promotions Expense	0	0	0	0	0	0	0	1,229	327	0	0	1,823	3,379
Technology Fee - Estimated	0	0	0	0	0	0	0	1,950	0	0	450	1,950	4,350
HR/Payroll/Other Tech Services	547	97	97	97	97	97	547	521	508	481	574	534	4,197
Finance / Accounting & Legal	2,750	750	750	750	750	750	750	750	750	750	750	750	11,000
Insurance Expense	3,184	3,184	3,184	3,184	3,184	3,184	3,184	3,184	3,184	3,184	3,184	3,184	38,204
Total Expenses	**22,168**	**19,993**	**20,566**	**19,992**	**18,713**	**18,481**	**23,053**	**61,813**	**48,418**	**25,112**	**37,362**	**79,911**	**395,580**
EBITDA	**(22,168)**	**(19,993)**	**(20,566)**	**(19,992)**	**(18,713)**	**(18,481)**	**(23,053)**	**10,556**	**(39,750)**	**(25,112)**	**13,291**	**(4,101)**	**(188,080)**
EBITDA Margin %	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**14.6%**	**-458.6%**	**-**	**26.2%**	**-5.4%**	**-90.6%**

Notes.

(1) Total Active Members means the total number of active membership agreements for the Squeeze Shop as of the last day of the reflected time period. The total Active Members is "N/A" for April 2020 through October 2020 and January 2021 because all active memberships were paused during this time period due to the shop's closure.

(2) Total Service Hours means the total number of massage hours that were sold for the Squeeze Shop within that month. Note, a fifty (50) minute service equals one (1) service hour and an eighty (80) minute service equals one point five (1.5) service hours. The additional ten (10) minutes added to each service accounts for the recovery time between services.

(3) The financial performance representation above reflects historical Total Revenue and Expenses for one (1) Squeeze Shop in Studio City, California for April 1, 2020 through March 31, 2022. On March 15th, 2020, Squeeze Studio City closed due to a government issued stay at home order. It reopened on November 6th, 2020 and then closed again on December 5th, 2020 due to a government issued stay at home order. It reopened on February 18th, 2021 and has continuously operated through March 31st, 2022. Between February 18th, 2021 and March 31st, 2022 multiple COVID-19 restrictions were in place, including but not limited to: capacity restrictions, social distancing requirements, masking requirements for both guests and staff, and vaccination and negative test result requirements for guests.

(4) Squeeze Holdings LLC, the entity that owns this Squeeze Shop, participated in the Paycheck Protection Program (PPP) Round 1 and Round 2, receiving $265,300 in 2020 and $211,635 in 2021. It received partial forgiveness for the Round 1 loan ($163,652.12) and full forgiveness ($211,635) for the Round 2 loan. The forgiven proceeds from these loans are not included in the financial performance representation above, nor are any unforgiven principal and related interest payments. Additionally, Squeeze Holdings LLC participated in the Employee Retention Tax Credit (ERTC) program in 2020 and 2021 and received credits totaling $137,766.59. The proceeds from these credits are also not included in the financial performance representative above.

(5) Total Revenue means Appointments Revenue plus Membership Revenue plus Gift Card Redemption Revenue and Promotions Revenue minus refunds given.

(6) Royalty Fees, Guest Experience Fees, and Brand Fund Fees are estimated in the financial performance representation as this affiliate owned Squeeze Shop does not pay those fees to us.

(7) EBITDA is calculated by subtracting Total Expenses from Total Revenue for each period in the financial performance representation.

(8) Margin % is calculated by dividing EBITDA by Total Revenue for each period in the financial performance representation.

(9) This financial performance representation is based upon financial reports maintained by our affiliate. We have not audited the results.

(10) Real estate, labor, and related expenses are higher in Los Angeles, California than in other parts of the United States. Depending upon the location of your Squeeze Shop, your real estate, labor, and other expenses may be less than we incur at this location in Los Angeles, California.

(11) Population density in the greater Los Angeles area including Studio City, California is denser than other parts of the United States. Your customer base may be smaller or further away from your Squeeze Shop depending upon the market in which you locate your Squeeze Shop.

(12) All figures used in preparing this financial performance representation are on file and in our records. Written substantiation of the financial performance representation included in this Item 19 is available upon reasonable request.

(13) **One Squeeze Shop has generated the above results. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

TOTAL ACTIVE MEMBERS, TOTAL SERVICE HOURS, TOTAL REVENUE, EXPENSES, AND EBITDA FOR ONE (1) AFFILIATE OWNED SQUEEZE SHOP IN STUDIO CITY, CALIFORNIA ON A MONTH TO MONTH BASIS DURING APRIL 1, 2021 THROUGH MARCH 31, 2022

	April 1, 2021 - March 31, 2022												
	Apr-21	**May-21**	**Jun-21**	**Jul-21**	**Aug-21**	**Sep-21**	**Oct-21**	**Nov-21**	**Dec-21**	**Jan-22**	**Feb-22**	**Mar-22**	
Total Active Members (End of Month)	576	687	708	718	689	661	681	691	720	727	746	790	
Total Service Hours	1267	1334	1305	1293	1231	1226	1544	1445	1456	1451	1404	1534	

REVENUE	**April 1, 2021 - March 31, 2022**												**TOTAL**
	Apr-21	**May-21**	**Jun-21**	**Jul-21**	**Aug-21**	**Sep-21**	**Oct-21**	**Nov-21**	**Dec-21**	**Jan-22**	**Feb-22**	**Mar-22**	
Appointments Revenue	35,644	31,004	32,595	34,580	26,790	24,723	40,546	42,084	45,765	40,489	43,625	44,948	**442,791**
Membership Revenue	56,833	63,371	67,893	69,595	67,143	63,538	66,316	77,377	82,439	82,168	84,243	88,242	**869,158**
Refunds Given	(2,332)	(2,797)	(2,811)	(4,029)	(2,494)	(2,571)	(3,377)	(3,673)	(5,952)	(4,755)	(4,663)	(6,078)	**(45,530)**
Gift Card Redeemed Revenue	2,320	7,246	6,489	5,828	4,585	4,710	4,544	7,906	8,563	13,364	8,509	7,716	**81,780**
Guest Discounts & Promotions Revenue	3,172	3,433	3,221	4,294	2,915	2,847	3,043	3,134	2,233	875	1,690	1,103	**31,960**
Other Revenue	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Total Revenue	**95,637**	**102,257**	**107,388**	**110,268**	**98,938**	**93,247**	**111,072**	**126,828**	**133,048**	**132,141**	**133,404**	**135,931**	**1,380,159**
EXPENSES													
Royalty Fee - Estimated	5,548	5,929	6,250	6,358	5,761	5,424	6,482	7,422	7,849	7,876	7,903	8,038	**80,841**
Credit Card Fees	3,729	3,656	4,163	3,856	3,832	3,595	4,356	4,693	4,883	4,776	4,788	4,974	**51,300**
Guest Amenities	498	426	625	59	771	391	2,338	946	1,484	1,617	1,435	1,075	**11,665**
Laundry Service	1,929	1,369	1,487	1,873	3,417	1,663	1,557	1,917	1,897	1,569	1,328	2,500	**22,506**
Office Supplies / FF&E	2,465	1,521	1,735	2,225	1,700	1,556	1,898	3,430	783	1,060	1,128	835	**20,336**

Therapist Labor	53,568	36,762	36,620	37,968	36,250	31,858	70,420	54,199	53,613	54,259	54,034	56,830	**576,380**
General Manager Labor	7,453	5,262	5,083	9,121	5,083	5,083	11,311	3,095	6,678	6,678	6,678	6,678	**78,205**
Maitre D' Labor	11,859	8,707	9,394	9,638	9,073	9,916	10,400	9,100	8,473	8,473	8,473	8,473	**111,979**
Guest Experience Fee - Estimated	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	**14,400**
Recruiting / Training / Culture	676	1,656	1,145	1,679	1,718	1,000	2,154	3,100	681	1,695	1,008	1,444	**17,955**
Base Rent	15,912	15,950	15,950	15,950	15,950	15,950	15,950	15,950	15,950	15,950	16,429	16,429	**192,320**
Free Rent Reductions	(3,212)	0	0	0	0	0	0	0	0	0	0	0	**(3,212)**
Rent - NNN	5,110	5,110	5,110	5,110	5,110	5,286	5,560	5,110	5,110	6,602	4,867	5,029	**63,114**
Utilities / Internet	1,469	1,396	1,297	2,010	1,644	1,564	1,533	1,467	1,394	1,772	1,512	1,538	**18,596**
Cleaning Service / Supplies	1,368	1,333	1,333	1,333	1,658	1,333	1,333	1,333	1,333	1,333	1,333	1,553	**16,574**
Brand Fund Fee - Estimated	1,849	1,976	2,083	2,119	1,920	1,808	2,161	2,474	2,616	2,625	2,634	2,679	**26,947**
Digital Marketing	0	69	180	270	210	90	90	90	1,680	1,680	1,680	1,680	**7,719**
Collateral / Swag / Guest Gifts	63	302	111	278	635	1,682	212	490	254	140	1,214	658	**6,038**
Guest Discounts & Promotions Expense	3,172	3,433	3,221	4,294	2,915	2,847	3,043	3,134	2,233	875	1,690	1,103	**31,960**
Technology Fee - Estimated	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	**23,400**
HR/Payroll/Other Tech Services	534	547	494	481	547	561	600	614	614	600	547	587	**6,728**
Finance / Accounting & Legal	2,750	750	750	1,075	700	750	6,702	750	750	750	750	750	**17,227**
Insurance Expense	3,813	3,813	3,813	3,813	3,813	3,813	3,813	3,813	3,813	3,813	3,813	3,813	**45,754**
Total Expenses	**123,704**	**103,118**	**103,994**	**112,661**	**105,859**	**99,320**	**155,062**	**126,276**	**125,237**	**127,294**	**126,393**	**129,815**	**1,438,732**
EBITDA	**(28,066)**	**(861)**	**3,393**	**(2,393)**	**(6,921)**	**(6,072)**	**(43,990)**	**552**	**7,811**	**4,847**	**7,011**	**6,116**	**(58,573)**
EBITDA Margin %	**-29.3%**	**-0.8%**	**3.2%**	**-2.2%**	**-7.0%**	**-6.5%**	**-39.6%**	**0.4%**	**5.9%**	**3.7%**	**5.3%**	**4.5%**	**-4.2%**

Notes.

(1) During the performance period, this Squeeze Shop did not receive any accommodations to Base Rent or Rent – NNN and each increased year over year per the location's lease agreement, even during the time period that the location was impacted by COVID-19. Staff members also continued to accrue tenure-based compensation increases through the performance period.

(2) The financial performance representation above reflects historical Total Revenue and Expenses for one (1) Squeeze Shop in Studio City, California for) April 1, 2021 through March 31, 2022. Between April 1, 2021 and March 31, 2022, multiple COVID-19 restrictions were in place, including but not limited to: capacity restrictions, social distancing requirements, masking requirements for both guests and staff, and vaccination and negative test result requirements for guests.

(3) Squeeze Holdings LLC, the entity that owns this Squeeze Shop, participated in the Paycheck Protection Program (PPP) Round 1 and Round 2, receiving $265,300 in 2020 and $211,635 in 2021. It received partial forgiveness for the Round 1 loan ($163,652.12) and full forgiveness ($211,635) for the Round 2 loan. The forgiven proceeds from these loans are not included in the financial performance representation above, nor are any unforgiven principal and related interest payments. Additionally, Squeeze Holdings LLC participated in the Employee Retention Tax Credit (ERTC) program in 2020 and 2021 and received credits totaling $137,766.59. The proceeds from these credits are also not included in the financial performance representative above.

(4) Total Active Members means the total number of active membership agreements for the Squeeze Shop as of the last day of the reflected time period.

(5) Total Service Hours means the total number of massage hours that were sold for the Squeeze Shop within that month. Note, a fifty (50) minute service equals one (1) service hour and an eighty (80) minute service equals one point five (1.5) service hours. The additional ten (10) minutes added to each service accounts for the recovery time between services.

(6) Total Revenue means Appointments Revenue plus Membership Revenue plus Gift Card Redemption Revenue and Promotions Revenue minus refunds given.

(7) Royalty Fees, Guest Experience Fees, and Brand Fund Fees are estimated in the financial performance representation as this affiliate owned Squeeze Shop does not pay those fees to us.

(8) EBITDA is calculated by subtracting Total Expenses from Total Revenue for each period in the financial performance representation.

(9) Margin % is calculated by dividing EBITDA by Total Revenue for each period in the financial performance representation.

(10) This financial performance representation is based upon financial reports maintained by our affiliate. We have not audited the results.

(11) Real estate, labor, and related expenses are higher in Los Angeles, California than in other parts of the United States. Depending upon the

location of your Squeeze Shop, your real estate, labor, and other expenses may be less than we incur at this location in Los Angeles, California.

(12) Population density in the greater Los Angeles area including Studio City, California is denser than other parts of the United States. Your customer base may be smaller or further away from your Squeeze Shop depending upon the market in which you locate your Squeeze Shop.

(13) All figures used in preparing this financial performance representation are on file and in our records. Written substantiation of the financial performance representation included in this Item 19 is available upon reasonable request.

(14) **One Squeeze Shop has generated the above results. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

TOTAL ACTIVE MEMBERS, TOTAL SERVICE HOURS, TOTAL REVENUE, EXPENSES, AND EBITDA FOR ONE (1) AFFILIATE OWNED SQUEEZE SHOP IN STUDIO CITY, CALIFORNIA ON A MONTH TO MONTH BASIS DURING APRIL 1, 2022 THROUGH DECEMBER 31, 2022

	April 1, 2022 - December 31, 2022								
	Apr-22	**May-22**	**Jun-22**	**Jul-22**	**Aug-22**	**Sep-22**	**Oct-22**	**Nov-22**	**Dec-22**
Total Active Members (End of Month)	808	826	830	836	859	877	888	893	901
Total Service Hours	1496	1574	1558	1718	1594	1745	1855	1745	1810

REVENUE	**April 1, 2022 - December 31, 2022**									**TOTAL (9 MTHS)**
Appointments Revenue	44,763	47,827	45,184	49,256	46,930	54,243	54,031	56,259	54,592	**453,082**
Membership Revenue	90,767	90,546	92,896	95,315	94,017	96,605	99,842	100,809	104,153	**864,950**
Refunds Given	(5,798)	(4,198)	(3,916)	(3,733)	(4,321)	(3,282)	(3,704)	(3,844)	(5,124)	**(37,917)**
Gift Card Redeemed Revenue	10,985	13,621	9,367	8,137	7,664	7,716	6,735	6,840	15,586	**86,651**
Guest Discounts & Promotions Revenue	1,024	1,590	2,482	736	817	2,136	698	708	1,677	**11,868**
Other Revenue	0	0	0	0	0	0	0	0	0	**0**
Total Revenue	**141,741**	**149,386**	**146,013**	**149,711**	**145,108**	**157,419**	**157,602**	**160,772**	**170,884**	**1,378,634**
EXPENSES										
Royalty Fee - Estimated	8,443	8,868	8,612	8,939	8,657	9,317	9,414	9,604	10,152	**82,006**
Credit Card Fees	5,148	5,395	5,276	5,502	5,301	5,658	5,722	5,796	6,149	**49,947**
Guest Amenities	1,500	2,278	1,271	1,096	1,775	1,662	1,688	2,590	2,036	**15,896**
Laundry Service	1,746	2,637	2,931	3,053	2,483	3,475	2,952	2,643	3,014	**24,934**
Office Supplies / FF&E	689	2,613	705	1,764	679	906	1,023	902	869	**10,150**
Therapist Labor	79,733	51,355	54,129	60,083	57,977	94,448	66,098	68,321	70,381	**602,524**

General Manager Labor	10,018	6,678	6,678	6,678	6,678	10,018	9,452	5,264	5,088	**66,553**
Maitre D' Labor	12,709	8,473	8,473	8,473	8,473	12,709	7,949	8,105	7,700	**83,064**
Guest Experience Fee - Estimated	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	**10,800**
Recruiting / Training / Culture	898	997	2,147	1,779	1,442	817	2,075	644	2,828	**13,626**
Base Rent	16,429	16,429	16,429	16,429	16,429	16,429	16,429	16,429	16,429	**147,859**
Free Rent Reductions	0	0	0	0	0	0	0	0	0	**0**
Rent - NNN	4,964	4,397	4,597	4,397	5,587	4,513	4,397	4,397	5,323	**42,569**
Utilities / Internet	1,318	1,276	1,337	1,786	1,668	1,644	1,710	1,500	1,531	**13,770**
Cleaning Service / Supplies	1,793	1,333	1,758	1,333	1,658	1,333	1,333	1,333	1,333	**13,203**
Brand Fund Fee - Estimated	2,814	2,956	2,871	2,980	2,886	3,106	3,138	3,201	3,384	**27,335**
Digital Marketing	1,680	1,680	1,680	1,680	1,680	1,680	1,985	1,991	1,980	**16,036**
Collateral / Swag / Guest Gifts	421	158	858	70	279	168	178	457	1,044	**3,634**
Guest Discounts & Promotions Expense	1,024	1,590	2,482	736	817	2,136	698	708	1,677	**11,868**
Technology Fee - Estimated	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	**17,550**
HR/Payroll/Other Tech Services	534	574	600	653	680	640	667	680	680	**5,708**
Finance / Accounting & Legal	2,750	750	750	750	750	750	750	750	750	**8,750**
Insurance Expense	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	3,898	**35,084**
Total Expenses	**161,658**	**127,484**	**130,632**	**135,228**	**132,948**	**178,456**	**144,704**	**142,361**	**149,396**	**1,302,865**
EBITDA	**(19,917)**	**21,902**	**15,381**	**14,483**	**12,160**	**(21,037)**	**12,898**	**18,411**	**21,488**	**75,768**
EBITDA Margin %	**-14.1%**	**14.7%**	**10.5%**	**9.7%**	**8.4%**	**-13.4%**	**8.2%**	**11.5%**	**12.6%**	**5.5%**

Notes.

(1) During the performance period, this Squeeze Shop did not receive any accommodations to Base Rent or Rent – NNN and each increased year over year per the location's lease agreement, even during the time period that the location was impacted by COVID-19. Staff members also continued to accrue tenure-based compensation increases through the performance period.

(2) The financial performance representation above reflects historical Total Revenue and Expenses for one (1) Squeeze Shop in Studio City, California from April 1, 2022 through December 31, 2022. Between April 1, 2022 and September 21, 2022 multiple COVID-19 restrictions were in place, including but not limited to: capacity restrictions, social distancing requirements, masking requirements for both guests and staff, and vaccination and negative test result requirements for guests.

(3) Labor costs fluctuate month to month depending on the number of payroll periods taking place within that month (e.g. April 2022 and September 2022 experienced three payroll periods versus the standard two).

(4) Total Active Members means the total number of active membership agreements for the Squeeze Shop as of the last day of the reflected time period.

(5) Total Service Hours means the total number of massage hours that were sold for the Squeeze Shop within that month. Note, a fifty (50) minute service equals one (1) service hour and an eighty (80) minute service equals one point five (1.5) service hours. The additional ten (10) minutes added to each service accounts for the recovery time between services.

(6) Total Revenue means Appointments Revenue plus Membership Revenue plus Gift Card Redemption Revenue and Promotions Revenue minus refunds given.

(7) Royalty Fees, Guest Experience Fees, and Brand Fund Fees are estimated in the financial performance representation as this affiliate owned Squeeze Shop does not pay those fees to us.

(8) EBITDA is calculated by subtracting Total Expenses from Total Revenue for each period in the financial performance representation.

(9) Margin % is calculated by dividing EBITDA by Total Revenue for each period in the financial performance representation.

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(12) Population density in the greater Los Angeles area including Studio City, California is denser than other parts of the United States. Your customer base may be smaller or further away from your Squeeze Shop depending upon the market in which you locate your Squeeze Shop.

(13) All figures used in preparing this financial performance representation are on file and in our records. Written substantiation of the financial performance representation included in this Item 19 is available upon reasonable request.

(14) **One Squeeze Shop has generated the above results. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

TOTAL ACTIVE MEMBERS, TOTAL SERVICE HOURS, TOTAL REVENUE, EXPENSES, AND EBITDA FOR ONE (1) AFFILIATE OWNED SQUEEZE SHOP IN STUDIO CITY, CALIFORNIA FOR 2019-2022

	2019 (Open Mar 18)	**2020**	**2021**	**2022**
Total Active Members (End of Year)	874	N/A	720	901
Total Service Hours	13,771	5,616	13,609	19,482
REVENUE	**2019**	**2020**	**2021**	**2022**
Appointments Revenue	502,781	154,458	351,011	582,144
Membership Revenue	522,380	333,017	704,479	1,119,603
Refunds Given	(51,925)	(66,239)	(36,257)	(53,413)
Gift Card Redeemed Revenue	77,971	50,055	55,798	116,240
Guest Discounts & Promotions Revenue	159,529	17,399	30,115	15,536
Other Revenue	3,123	900	0	0
Total Revenue	**1,213,859**	**489,590**	**1,105,145**	**1,780,110**
EXPENSES				
Royalty Fee - Estimated	63,260	28,331	64,502	105,823
Credit Card Fees	43,325	19,468	41,400	64,484
Guest Amenities	20,196	6,444	8,402	20,022
Laundry Service	19,276	6,371	18,459	30,331
Office Supplies / FF&E	17,088	6,969	20,558	13,173
Therapist Labor	436,894	174,794	436,172	767,646
General Manager Labor	51,679	39,301	76,797	86,588
Maitre D' Labor	62,058	24,986	93,270	108,483
Guest Experience Fee - Estimated	10,800	4,800	12,277	14,400
Recruiting / Training / Culture	24,124	6,524	16,044	17,772
Base Rent	135,312	185,380	190,396	196,666
Free Rent Reductions	(56,376)	(77,237)	(19,329)	0
Rent - NNN	30,282	60,688	62,514	59,067
Utilities / Internet	17,264	10,029	15,757	18,591
Cleaning Service / Supplies	16,588	6,395	13,875	17,420
Brand Fund Fee - Estimated	21,087	9,444	21,501	35,274
Digital Marketing	33,028	4,911	2,679	21,076

	2019 (Open Mar 18)	2020	2021	2022
Collateral / Swag / Guest Gifts	12,460	2,611	4,600	5,645
Guest Discounts & Promotions Expense	160,819	17,464	30,115	15,536
Technology Fee - Estimated	17,550	7,800	19,950	23,400
HR/Payroll/Other Tech Services	4,834	4,396	6,582	7,443
Finance / Accounting & Legal	7,688	11,000	17,227	11,000
Insurance Expense	31,311	38,047	43,867	46,523
Total Expenses	**1,180,544**	**598,915**	**1,197,615**	**1,686,367**
EBITDA	**33,315**	**(109,326)**	**(92,469)**	**93,743**
EBITDA Margin %	**2.7%**	**-22.3%**	**-8.4%**	**5.3%**

Notes:

(1) During the performance period, this Squeeze Shop did not receive any accommodations to Base Rent or Rent – NNN and each increased year over year per the location's lease agreement, even during the time period that the location was impacted by COVID-19. Staff members also continued to accrue tenure-based compensation increases through the performance period.

(2) The financial performance representation above reflects historical Total Revenue and Expenses for one (1) Squeeze Shop in Studio City, California for four (4) specific time periods: (1) March 18, 2019 through December 31, 2019; (2) January 1, 2020 through December 31, 2020; (3) January 1, 2021 through December 31, 2021; and (4) January 1, 2022 through December 31, 2022. On March 15th, 2020, Squeeze Studio City closed due to a government issued stay at home order. It reopened on November 6th, 2020 and then closed again on December 5th, 2020 due to a government issued stay at home order. It reopened on February 18th, 2021 although between February 18th, 2021 and September 21st, 2022 multiple COVID-19 restrictions were in place, including but not limited to: capacity restrictions, social distancing requirements, masking requirements for both guests and staff, and vaccination and negative test result requirements for guests.

(3) Squeeze Holdings LLC, the entity that owns this Squeeze Shop, participated in the Paycheck Protection Program (PPP) Round 1 and Round 2, receiving $265,300 in 2020 and $211,635 in 2021. It received partial forgiveness for the Round 1 loan ($163,652.12) and full forgiveness ($211,635) for the Round 2 loan. The forgiven proceeds from these loans are not included in the financial performance representation above, nor are any unforgiven principal and related interest payments. Additionally, Squeeze Holdings LLC participated in the Employee Retention Tax Credit (ERTC) program in 2020 and 2021 and received credits totaling $137,766.59. The proceeds from these credits are also not included in the financial performance representative above.

(4) Total Active Members means the total number of active membership agreements for the Squeeze Shop as of the last day of the reflected time period.

(5) Total Service Hours means the total number of massage hours that were sold for the Squeeze Shop within that month. Note, a fifty (50) minute service equals one (1) service hour and an eighty (80)

minute service equals one point five (1.5) service hours. The additional ten (10) minutes added to each service accounts for the recovery time between services.

(6) Total Revenue means Appointments Revenue plus Membership Revenue plus Gift Card Redemption Revenue and Promotions Revenue minus refunds given.

(7) Royalty Fees, Guest Experience Fees, and Brand Fund Fees are estimated in the financial performance representation as this affiliate owned Squeeze Shop does not pay those fees to us.

(8) EBITDA is calculated by subtracting Total Expenses from Total Revenue for each period in the financial performance representation.

(9) Margin % is calculated by dividing EBITDA by Total Revenue for each period in the financial performance representation.

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(11) Real estate, labor, and related expenses are higher in Los Angeles, California than in other parts of the United States. Depending upon the location of your Squeeze Shop, your real estate, labor, and other expenses may be less than we incur at this location in Los Angeles, California.

(12) Population density in the greater Los Angeles area including Studio City, California is denser than other parts of the United States. Your customer base may be smaller or further away from your Squeeze Shop depending upon the market in which you locate your Squeeze Shop.

(13) All figures used in preparing this financial performance representation are on file and in our records. Written substantiation of the financial performance representation included in this Item 19 is available upon reasonable request.

(14) **One Squeeze Shop has generated the above results. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

SHOP UTILIZATION RATES ADJUSTED FOR VARIOUS SUITE COUNTS BASED UPON OPERATION OF ONE (1) AFFILIATE OWNED SQUEEZE SHOP IN STUDIO CITY, CALIFORNIA FROM MARCH 18, 2019 TO FEBRUARY 29, 2020 AND DECEMBER 1, 2021 TO DECEMBER 31, 2022

SHOP SIZE REFERENCE	SHOP UTILIZATION RATE (MAR 18, 2019 – FEB 29, 2020)	SHOP UTILIZATION RATE (DEC 1, 2021 – DEC 31, 2022)
12 Suites	N/A	31.9%
11 Suites	34.2%	34.8%
10 Suites	37.6%	38.3%
9 Suites	41.5%	42.4%
8 Suites	46.0%	47.1%
7 Suites	51.0%	52.5%
6 Suites	56.7%	58.4%

(1) Shop Utilization Rate is calculated by dividing the total service hours in a given time period by operating hours per day multiplied by the number of operating days in the given time period multiplied by the number of suites.

(2) Between March 18, 2019 and February 29, 2020, the affiliate owned Squeeze shop in Studio City, California had 11 massage suites. Following the COVID-19 pandemic related closure on March 15, 2019, it converted an existing space into a 12th massage suite.

(3) The Shop Utilization Rates in the above table reflects the activity, on a percentage basis, that would have occurred within the Studio City Squeeze Shop if it had less suites, based upon the actual service hours performed at the Studio City Squeeze Shop during the given time period. This is calculated by analyzing each service that took place during the given time period and eliminating overlapping services that exceed the referenced number of suites. The remaining total service hours are then used to calculate the corresponding Shop Utilization Rate if the Shop had a different number of suites.

(4) The 12 suite shop size is N/A for the March 18, 2019 to February 29, 2020 time period because the shop only had 11 suites during that time frame.

(5) All figures used in preparing this financial performance representation are on file and in our records. Written substantiation of the financial performance representation included in this Item 19 is available upon reasonable request.

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SERVICE HOURS, AVERAGE HOURLY REVENUE, CREDIT CARD FEE RELATED METRICS, AND EMPLOYEE LOAD FACTORS ON A CATEGORY BASIS FOR ONE (1) AFFILIATE OWNED SQUEEZE SHOP IN STUDIO CITY, CALIFORNIA FROM DECEMBER 1, 2021 TO DECEMBER 31, 2022

SHOP METRICS	AMOUNT
% of Service Hours (Member Rate)	64.4%
Average Total Revenue per Member Service Hour	$90.53
% of Service Hours (Non-Member Rate)	35.6%
Average Total Revenue per Non-Member Service Hour	$93.65
# of Credit Card Transactions per $100 in Charged Volume	1.47
Tips (as a % of Total Revenue)	17.26%
Massage Therapist Massage Rate Payroll Load Factor	7.26%
Massage Therapist Admin Rate & General Manager Payroll Load Factor	3.16%
Maitre D' Payroll Load Factor	6.45%

Notes.

(1) The financial performance representation above reflects historical data for one (1) Squeeze Shop in Studio City, California that opened on March 18, 2019. It is the only Squeeze Shop that was opened for the entire time period for which this financial representation is made.

(2) % of Service Hours (Member Rate) is the percentage of Service Hours that were performed for members from December 1, 2021 to December 31, 2022.

(3) Average Total Revenue per Member Service Hour are calculated by dividing the applicable category of revenue by the number of service hours expended in collecting the category of revenue from December 1, 2021 to December 31, 2022.

(4) % of Service Hours (Non-Member Rate) is the percentage of Service Hours that were performed for non-members from December 1, 2021 to December 31, 2022.

(5) Average Total Revenue per Non-Member Service Hour are calculated by dividing the applicable category of revenue by the number of service hours expended in collecting the category of revenue from December 1, 2021 to December 31, 2022.

(6) # of Credit Card Transactions per $100 in Charged Volume is calculated by dividing the total charged volume by $100, divided by the number of credit card transactions that occurred from December 1, 2021 to December 31, 2022.

(7) Tips (as a % of Total Revenue) is calculated by dividing the total tips collected by the total revenue from December 1, 2021 to December 31, 2022.

(8) Massage Therapist Massage Rate Payroll Load Factor is calculated by dividing the sum costs related to sick leave, paid time off, workers' compensation insurance, and bonuses by the sum of massage related pay from December 1, 2021 to December 31, 2022.

(9) Massage Therapist Admin Rate & General Manager Payroll Load Factor is calculated by dividing the sum of workers' compensation insurance costs by the sum of Massage Therapist Admin and General Manager base pay from December 1, 2021 to December 31, 2022.

(10) Maitre D' Payroll Load Factor is calculated by dividing the sum costs related to sick leave, paid time off, workers' compensation insurance, and bonuses by the sum of Maitre D' base pay from December 1, 2021 to December 31, 2022.

(11) This particular time period was utilized because it reflects performance after COVID-19's most significant economic impacts related to the Studio City Squeeze Shop and reflects, in Franchisor's opinion, reasonable performance expectations in a post-COVID business environment.

(12) All figures used in preparing this financial performance representation are on file and in our records. Written substantiation of the financial performance representation included in this Item 19 is available upon reasonable request.

(13) **One Squeeze Shop has generated the above results. Your individual results may differ. There is no assurance that you'll sell or earn as much**

Other than the preceding financial performance representations, Squeeze does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Brittany Driscoll, Chief Executive Officer, Squeeze Franchising LLC, 12338 Ventura Blvd., Studio City, CA 91604, 855.858.6263 (main), the Federal Trade Commission, and the appropriate state regulatory agencies.

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Squeeze Shop Summary
For Years 2020 to 2022

Business Type	Year	Businesses at Start of the Year	Businesses at End of the Year	Net Change
Franchised Squeeze Shops	2020	0	0	0
	2021	0	0	0
	2022	0	2	+2
Company Owned Squeeze Shops	2020	1	1	0
	2021	1	1	0
	2022	1	1	0
Total Outlets	2020	1	1	0
	2021	1	1	0
	2022	1	3	+2

Table No. 2
Transfers of Squeeze Shops from Franchisees to New Owners

State	Year	Number of Transfers
All States	2020	0
	2021	0
	2022	0

Table No. 3
Status of Franchised Squeeze Shops
For years 2020 to 2022

State	Year	Businesses at Start of Year(3)	Businesses Opened	Terminations	Non-Renewals	Reacquired by Squeeze Franchising	Ceased Operations - Other Reason	Businesses at End of Year(4)
Arizona	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Tennessee	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
All States	2020	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2

Table No. 4
Status of Company-Owned Squeeze Shops
For years 2020 to 2022

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisees	Businesses Closed	Businesses Sold to Franchisees	Businesses at End of Year
California	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Total	2020	0	0	0	0	0	0
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1

NOTES FOR TABLE NOS. 1 - 4:

The numbers for 2020 to 2022 are as of December 31 of each year.

One company owned Squeeze Shop opened in Studio City, California in March 2019.

Exhibit H includes a list of all franchisees who have signed a Franchise Agreement, but who have not yet

opened a Squeeze Shop.

Exhibit H includes a list of the name, address and telephone number of the franchisees who had a Franchise Agreement terminated, canceled, or not renewed or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement (including any transfer) during our last fiscal year or who have not communicated with us within 10 weeks of the issuance date of this disclosure document.

Exhibit H identifies the name of our franchisees, if any, their locations, and telephone numbers as of the issuance date of this disclosure document. If you buy a Squeeze Shop franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Table No. 5
Projected Openings
as of December 30, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchise Outlet In The Next Fiscal Year	Projected New Company Outlets In The Current Fiscal Year
Alabama	2	0	0
Arizona	2	0	0
Arkansas	2	1	0
California	18	2	0
Colorado	3	1	0
Florida	6	0	0
Georgia	7	2	0
Illinois	1	1	0
Kansas	1	0	0
Massachusetts	3	0	0
Missouri	1	0	0
North Carolina	2	0	0
Rhode Island	2	1	0
Texas	7	0	0
Total	**57**	**8**	**0**

In some instances, franchisees may sign provisions restricting their ability to speak openly about their experience with Squeeze Franchising. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. There are currently no confidentiality agreements between Squeeze Franchising and any franchisee.

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

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Squeeze Franchising LLC. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no current trademark specific franchisee organizations associated with the franchise system.

ITEM 21
FINANCIAL STATEMENTS

Exhibit F includes audited financial statements for Squeeze Franchising LLC for (i) January 1, 2022 through December 31, 2022; (ii) January 1, 2021 through December 31, 2021; and (iii) from January 1, 2020 through December 31, 2020; and unaudited financials January – April, 2023. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

The following contracts are exhibits within this disclosure document:

Exhibit C Franchise Agreement (and Exhibits thereto)
- Exhibit 1-Franchise Information
- Exhibit 2-Collateral Assignment of Lease
- Exhibit 4-Listing of Ownership Interests
- Exhibit 5-Guaranty and Assumption of Obligations

Exhibit D Confidentiality Agreement
Exhibit E General Release
Exhibit G Addenda Required by Certain States

ITEM 23
RECEIPTS

The final two pages of this disclosure document are detachable documents acknowledging your receipt of the disclosure document. If those pages, or any other pages or exhibits are missing from your disclosure document, please notify us immediately.

DIRECTORY OF FRANCHISE REGULATORS, STATE ADMINISTRATORS, AND AGENTS FOR SERVICE OF PROCESS

Federal Franchise Regulators:
Federal Trade Commission
Division of Marketing Practices
Seventh and Pennsylvania Avenues, N.W., Room 238
Washington, DC 20580
202-326-2970

List of State Administrators

CALIFORNIA:
Department of Financial Protection and Innovation
1-866-275-2677

Los Angeles
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
(213) 576-7500

Sacramento
2101 Arena Blvd.
Sacramento, CA 95834
(916) 445-7205

San Diego
1350 Front Street, Room 2034
San Diego, CA 92101-3697
(619) 525-4233

San Francisco
One Sansome Street, Suite 600
Sam Francisco, CA 94104
(415) 972-8559

HAWAII:
Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

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

INDIANA:
Securities Commissioner
Securities Division, Room E-111
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND:
Office of the Attorney General, Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

MICHIGAN:
Kathryn Barron
Franchise Administrator Antitrust and Franchise Unit
Consumer Protection Division
Department of Attorney General
670 Law Building
525 W. Ottawa Street
Lansing, MI 48913
(517) 373-7117

MINNESOTA:
Commissioner
Department of Commerce
85 7th Place East, Suite #280
St. Paul, MN 55101
(651) 539-1600

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

NORTH DAKOTA:
North Dakota Securities Department
State Capitol, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505-0510
(701) 328-2910

OREGON:
Div. of Finance & Corp. Securities
(608) 266-8557
Department of Consumer & Business Services, Room 410
350 Winter Street, NE
Salem, OR 97301-3881
(503) 378-4140

RHODE ISLAND:
Department of Business Regulation
Securities Division
Bldg. 69, First Floor
John O. Pasture Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9585

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

VIRGINIA:
State Corporation Commission
Division of Securities & Retail Franchising
1300 East Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

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

WISCONSIN:
Division of Securities
Bureau of Regulation & Enforcement
Department of Financial Institutions, 4th Floor
345 W. Washington Avenue
Madison, WI 53703

Exhibit B
List of Agents for Service of Process

CALIFORNIA
Commissioner of
Department of Financial Protection and Innovation
2101 Arena Blvd.
Sacramento 95834
www.dfpi.ca.gov and email, Ask.DFPI@dfpi.ca.gov.

DELAWARE
Corporation Service Company
251 Little Falls Drive
Wilmington, Delaware 19808

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

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

INDIANA
Securities Commissioner
Indiana Secretary of State
201 State House
Indianapolis, IN 46204

MARYLAND
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020
410.576.6360

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

MINNESOTA
Minnesota Commissioner of Commerce
85 7th Place East, Suite #280
St. Paul, MN 55101
651-539-1600

NEW YORK
New York Secretary of State
99 Washington Avenue
Albany, NY 12231-0001

NORTH DAKOTA
Securities Commissioner of North Dakota
State Capitol, 5th Floor
600 East Boulevard Avenue
Bismarck, ND 58505

OREGON
Director of the Department of Consumer and
Business Services
350 Winter Street NE, Room 410
Salem, OR 97301-3881

RHODE ISLAND
Director of Department of Business Regulation
Securities Division
John O. Pastore Center, Bldg. 69, 1st Floor
1511 Pontiac Avenue
Cranston, RI 02920
(401) 462-9585

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

VIRGINIA
Clerk, Virginia State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219
(804) 371.9733

WASHINGTON
Director, Securities Division
Department of Financial Institutions
150 Israel Road, SW
Tumwater, WA 98501

WISCONSIN
Wisconsin Commissioner of Securities
Department of Financial Institutions, 4th Floor
345 W. Washington Avenue
Madison, WI 53703

Exhibit C
Franchise Agreement

Squeeze Franchising LLC

FRANCHISE AGREEMENT

_____
FRANCHISEE

_____
DATE OF AGREEMENT

_____

_____

_____
BUSINESS ADDRESS

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Squeeze Franchise Agreement

THIS **FRANCHISE AGREEMENT** ("Agreement") is made and entered into as of _____ ("Effective Date") by and between **Squeeze Franchising LLC**, a Delaware limited liability company ("Squeeze Franchising," "Franchisor" "we," "us," or "our"), and _____ _____, a _____ ("you" or "your" or "Franchisee").

1. PREAMBLES.

(A) We and our affiliates have invested considerable time, effort, and money to develop a unique system ("System") for the operation of a business under the name "Squeeze" that offers a modern massage experience using an app-based booking and payment platform, personalized and adjustable therapy room settings, convenient membership opportunities, and related retail products using state-of-the-art technology, design and branding in a safe, clean and friendly environment (each a "Squeeze Shop" or a "Shop" or a "Franchised Business").

(B) The distinguishing characteristics of the System include, without limitation, our interior and exterior design, special décor elements, layout, furnishings, fixtures, color schemes, display units, graphics and designs, signs, quality of equipment and inventory; procedures for operations; proprietary computer software; proprietary skincare products, quality and uniformity of services and products offered, staff and customer recruitment and retention programs, local, regional and national events, procedures for management training and assistance, advertising and promotional programs, and business formats, methods, procedures, designs, layouts, standards, and specifications, which we may change, improve and further develop from time to time.

(C) We identify the System by the "Squeeze" name and mark and certain other names, marks, logos, insignias, slogans, emblems, symbols, and designs (collectively, "Marks"), which we have designated, or may in the future designate, for use with the System. The Marks are owned by our affiliate, Squeeze Holdings LLC ("Squeeze Holdings") and licensed to us for use by Squeeze Shops pursuant to this Agreement and other franchise agreements.

(D) You would like to obtain a license to use the System and the Marks and to operate a franchised Squeeze Shop at the location specified in Exhibit 1 ("Premises"), subject to the terms and conditions of this Agreement and in strict compliance with the high and uniform standards of quality, operations and service established by us for the System ("System Standards").

(E) You acknowledge the importance of the System Standards and the necessity of developing and operating your Squeeze Shop in strict conformity with this Agreement, the System Standards, and the Squeeze confidential operations manual ("Manual").

(F) We are willing to grant to you the opportunity to develop and operate a Squeeze Shop at the Premises subject to the terms and conditions of this Agreement.

2. GRANT OF FRANCHISE.

(A) Grant. Subject to the terms of this Agreement, we grant to you a license ("Franchise") to operate a Squeeze Shop at the Premises and to use the System and Marks in the operation of a Squeeze Shop. If you have not identified and received our approval of the Premises before you sign this Agreement, the Premises will be identified and included on Exhibit 1 as described in Section 5.

(B) Relocation. You may not operate your Squeeze Shop at any site other than the Premises and you may not relocate your Squeeze Shop without our prior written consent, which may be withheld by us in our sole discretion. We have the right to charge you for all reasonable expenses that we incur in considering your request to relocate your Squeeze Shop.

(C) Forms of Agreement. Over time, we have entered and will continue to enter into agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that we and other franchisees may have different rights and obligations does not affect the duties of the parties to this Agreement to comply with the terms of this Agreement.

(D) Best Efforts. You agree at all times to perform your obligations under this Agreement faithfully, honestly, and diligently, to use your best reasonable efforts to promote your Squeeze Shop and the System, and to operate your Squeeze Shop in accordance with our System Standards.

3. FRANCHISE RIGHTS.

(A) Your Protected Area. Except as limited by Section 3(D) below, and provided that you are in full compliance with this Agreement, we and our affiliates will not operate, or license others to operate Squeeze Shops in the geographic area identified and describe in Exhibit 1 as your Protected Area during the term of this Agreement. If no site has been designated at the time you sign the Franchise Agreement, you will, with the assistance of our Designated Supplier of real estate site selection services, select the site from within the Site Selection Area that we identify in Exhibit 1 to your Franchise Agreement (the "Premises"). During the Site Approval Period (as defined in Section 5(A)(2)), you must obtain our approval of a site for your Squeeze Shop and execute a Lease or purchase agreement for the approved site or, we, at our option, may terminate this Agreement. We have the right to move or modify the Site Selection Area during the Site Approval Period. The Site Selection Area will be determined on a case-by-case basis considering economic, demographic, and geographic information (such as population density) as well as existing site selection areas and/or Protected Areas given to other franchisees. Provided that you are in full compliance with the Franchise Agreement, we and our affiliates will not operate, or license others to operate, Squeeze Shops in the Site Selection Area during the Site Approval Period.

(B) Once we have approved the Premises, you will have the right to operate a Squeeze Shop at the Premises. If you comply with the Franchise Agreement, we will not, during the term of the Franchise Agreement, operate, or license others to operate, a Squeeze Shop within an area equal to an approximately eight-minute travel time from the front door of your Squeeze Shop (the "Protected Area"). We may use additional criteria to describe your Protected area, including total population, physical or psychological boundaries and any other criteria appropriate to define the Protected Area. Notwithstanding the Protected Area defined above, in certain high-density population areas ("High-Density Areas"), the Protected Area may be materially less. Once established, the Protected Area will not be changed.

(C) The restrictions contained in this Section 3 do not apply to Squeeze Shops under construction or in operation in the Site Selection Area (as defined by Section 5(A)) or Protected Area as of the date of this Agreement. If the Premises have not been approved in writing by us as of the Effective Date, your Protected Area will be determined by us after you execute a Lease for your Squeeze Shop (the "Lease"), or otherwise secure the Premises in a manner approved by us, and at such time, the Protected Area will be attached to and incorporated into Exhibit 1.

(D) Rights We Reserve. Except as expressly granted to you in Section 3, we and our affiliates retain all rights with respect to Squeeze Shops, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including, but

not limited to the right to: (1) operate (and license others to operate) any type of business other than a Squeeze Shop branded business at any location inside or outside the Protected Area; (2) provide, offer and sell (and license others to provide, offer and sell) products that are identical or similar to and/or competitive with those provided at or from Squeeze Shops, whether identified by the Marks or other trademarks or service marks, through dissimilar distribution channels (including, without limitation, the Internet or similar electronic media) both inside and outside the Protected Area; (3) operate (and license others to operate) Squeeze Shops located anywhere outside the Protected Area regardless of proximity to your Squeeze Shop; (4) acquire the assets and/or ownership interests of one or more competing businesses ("Competing Businesses") and franchising, licensing or creating similar arrangements with respect to these businesses once acquired wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including in the Protected Area); (5) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a competitor that operates Competing Businesses, or by another business, even if such business operates, franchises and/or licenses Competing Businesses in the Protected Area; and (6) create, place, and/or distribute or authorize others to create, place and/or distribute any advertising and promotional materials, which may appear in media, or be received by prospective customers located, within the Protected Area. The rights granted to you in the Protected Area does not limit the operation of Squeeze Shops that are under construction or in operation in the Protected Area. We reserve all rights in the Site Selection Area that we reserve with respect to the Protected Area.

4. TERM.

(A) Initial Term. The initial term of this Agreement ("Initial Term") and the Franchise granted by this Agreement will begin on the Effective Date and expire at midnight on the day preceding the 10th anniversary of the date your Squeeze Shop first opens for business unless this Agreement is terminated at an earlier date pursuant to Section 19. We will complete and forward to you a notice to memorialize the date your Squeeze Shop first opened for business.

(B) Successor Terms. When this Agreement (and the first Successor Term) expires, you will have the option to request the right to remain a franchisee at the Premises for successor terms of five (5) years each (each a "Successor Term"). The qualifications and conditions for the Successor Term are described below:

(1) You must give us written notice of your election to remain a franchisee at the Squeeze Shop not less than 9 months, nor more than 12 months, before the end of the Initial Term or first Successor Term;

(2) You must pay us a Successor Franchise Fee equal to $10,000 (the "Successor Franchise Fee");

(3) Neither you nor any of your affiliates are in default under this Agreement or any other agreements with us or our affiliates;

(4) You must have the right to remain in possession of the Premises (or, another location acceptable to us) for the Successor Term;

(5) You must renovate and update your Squeeze Shop to reflect the then-current image of Squeeze Shops;

(6) You must correct any existing deficiencies of your Squeeze Shop or in your operation of your Squeeze Shop and satisfy our then-current System Standards including adding any new

products or services that are then being offered in the System, meet our qualifications for new franchisees, and complete any additional certification and training requirements that apply to you, your Operating Principal, your General Manager, managerial and training personnel, and/or your staff (which may involve the payment of training fees);

(7) You must sign, and your owners and all guarantors of your obligations under this Agreement must personally guarantee, our standard form of Franchise Agreement that we are then offering to new franchisees (or the standard form that we most recently offered, if we are not then offering to new franchisees); and

(8) You, and your owners and guarantors of your obligations under this Agreement must sign a general release (substantially similar to the form attached hereto as Exhibit E to the FDD) releasing any and all claims against us, and our affiliates, owners, officers, directors, agents, and employees.

5. DEVELOPMENT PROCEDURES.

(A) Site Selection.

(1) This Section 5 will not be applicable if the Premises have been approved in writing by us as of the Effective Date.

(2) If the Premises have not been designated as of the Effective Date, you will select a location from within an area that we identify in Exhibit 1 ("Site Selection Area"). Within 90 days after the Effective Date ("Site Approval Period"), you must obtain our written consent of a location in the Site Selection Area and execute a Lease for (or otherwise secure) that approved location for your Squeeze Shop. We, in our sole discretion, reserve the right to move or modify the Site Selection Area. Provided that you are in full compliance with this Agreement, we and our affiliates will not operate, or license others to operate, Squeeze Shops in the Site Selection Area during the Site Approval Period. We reserve all rights in the Site Selection Area that we reserve in the Protected Area, as described in Section 3(D). The restrictions on our development or operation of Squeeze Shops in the Site Selection Area contained in this Section 5(A) shall not apply to Squeeze Shops under construction or in operation in the Site Selection Area as of the Effective Date of this Agreement.

(3) You will retain our Designated Supplier of real estate site selection services to assist you in identifying a location for your Squeeze Shop in the Site Selection Area. Generally, the property owner of the selected location will pay all fees due and payable to the Designated Supplier of real estate site selection services.

(4) You assume all cost, liability, and expense for locating, securing, and developing a Premises for your Squeeze Shop and constructing and equipping your Squeeze Shop in accordance with our System Standards at an approved location. We will assist you in your site selection by providing you with access to our Designated Supplier of real estate services who is familiar with our site selection guidelines and criteria and who will assist in in locating a Premises for your Squeeze Shop. You must obtain our written consent of the location before you make any binding commitments related to the site. If you have not presented to us an approvable site during the Site Approval Period, we may, in our sole discretion, terminate this Agreement pursuant to Section 19.

(5) Once you have identified a potential site, you must submit to us, in the form that we specify, a completed site evaluation package which must include an "As-Built" AutoCAD floor plan copy of the existing site plan, photographs, demographic information, financial information, and such other information and materials as we may reasonably require, together with an option contract, letter of intent,

or other evidence satisfactory to us which confirms your favorable prospects for obtaining an ownership or leasehold interest in the site.

(6) Within 30 days after we receive the detailed site evaluation package, we, in our sole discretion, may conduct an on-site evaluation of the proposed site. You must reimburse us for all travel, living and other expenses we incur in conducting any on-site evaluations of your proposed site. We do not charge a site evaluation fee for the first on-site evaluation that we conduct with respect to your Squeeze Shop, however, if we require, or if you request, any additional on-site evaluations, you will pay to us, in addition to our travel expenses, our then-current site evaluation fee.

(7) We will use reasonable efforts to approve or disapprove the proposed site within 30 days after our receipt of your detailed site evaluation package if we do not conduct an on-site evaluation or, if we conduct an on-site evaluation, within 30 days after the on-site evaluation. If we do not approve the proposed site in writing in this time period, we will be deemed to have rejected the site. Our approval or rejection of a site may be subject to reasonable conditions as we determine in our sole discretion. Upon our approval of a site, and after you secure the site, we will insert its address into Exhibit 1, and it will be the Premises.

(8) You are responsible for selecting the site for your Squeeze Shop. You acknowledge and agree that, our approval of a site does not constitute a representation or warranty of any kind, express or implied, of the site's suitability for a Squeeze Shop or any other purpose. Our approval indicates only that we believe that the site meets our then-current site selection criteria. Applying criteria that have appeared effective with other sites might not accurately reflect the potential for all sites, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of a site. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a site we approve fails to meet your expectations. You acknowledge and agree that: (a) your submission of a proposed site for our acceptance is based on your own independent investigation of the site's suitability for your Squeeze Shop; and (b) our site-selection assistance is primarily for our benefit to assure us that we will have a minimally acceptable site upon the expiration or termination of this Agreement.

(9) Once you select a Premises for your Squeeze Shop, your rights with respect to the Site Selection Area shall terminate and your rights shall be limited to the Protected Area.

(B) Lease of Premises.

(1) If you propose to lease or sublease the Premises for your Squeeze Shop, you must provide us with a copy of the Lease for the Premises (for a term, including renewal terms, for at least the Initial Term) no less than 10 days before you intend to execute the Lease for the site of your Squeeze Shop. The Lease must not contain any covenants or other obligations that would prevent you from performing your obligations under this Agreement. Unless waived in writing by us, any Lease must contain provisions that satisfy the following requirements during the entire term of the Lease, including any renewal terms:

(a) The initial term of the Lease must be no less than ten (10) years.

(b) The property owner ("Landlord") consents to your use of the proprietary signs and the Marks prescribed by us, and upon the expiration or earlier termination of the Lease, consents to permit you, at your expense, to remove all such items, so long as you make repairs to the Premises caused by such removal.

(c) The Landlord agrees to provide us (at the same time sent to you) a copy of all amendments, assignments, and notices of default pertaining to the Lease and the Premises.

(d) We will have the right to enter the Premises to make any modifications or alterations necessary to protect the System and the Marks, to cure, within the time periods provided by the Lease, any default under the Lease, all without being guilty of trespass or other tort, and to charge you for any related costs.

(e) The Landlord agrees that you will be solely responsible for all obligations, debts, and payments under the Lease.

(f) The Landlord agrees that, following the expiration or earlier termination of this Agreement, you will have the right to make those alterations and modifications to the Premises as may be necessary to clearly distinguish to the public the Premises from a Squeeze Shop and also make those specific additional changes as we reasonably may request for that purpose. The Landlord also agrees that, if you fail to make these alterations and modifications within 10 days after the expiration or earlier termination of this Agreement, we will have the right to do so without being guilty of trespass or other tort so long as we make repairs to the Premises caused by such removal.

(g) The Landlord agrees not to amend or otherwise modify the Lease in any manner that would affect any of the foregoing requirements without our prior written consent, which consent will not be unreasonably withheld.

(h) You 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 rentals payable to the Landlord.

(i) The Landlord agrees to consent to your collaterally assigning the Lease to us or our designee, granting us the option, but not the obligation, to assume the Lease from the date we take possession of the Premises, without payment of any assignment fee or similar charge or increase in any rentals payable to the Landlord. Our current form of Collateral Assignment of Lease is attached to this Agreement as Exhibit 2.

(2) You acknowledge that our review of the Lease is not a guarantee or warranty, express or implied, of the success or profitability of a Squeeze Shop operated at the Premises. Our review will indicate only whether we believe that the terms of the Lease meet our then-acceptable criteria.

6. CONSTRUCTION OF YOUR SQUEEZE SHOP.

(A) Project Management. You will retain our Designated Supplier of project management services to assist you in the development and construction of your Squeeze Shop. You shall timely pay all fees that are due and owing to such party as agreed to in writing between you and the Designated Supplier of project management services.

(B) Construction Plans.

(1) You are responsible for developing and constructing your Squeeze Shop. We will provide to you mandatory and suggested specifications and layouts for a Squeeze Shop, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, and color scheme. We may also provide you with suggested architectural drawings. You acknowledge that the layouts and drawings are proprietary to us. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations for persons with disabilities. It is your responsibility to prepare a site survey and all required construction plans and specifications to suit the

Premises and to make sure that these plans and specifications comply with the ADA and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions.

(2) You must retain our designated architect to develop construction drawings of your Squeeze Shop (you may opt to retain our approved design architect to continue with the full set of construction drawings). Required stamped drawings include architectural, mechanical, plumbing, and electrical plans. In addition, you must obtain structural and fire protection and any other plans as may be required by your state and local agencies.

(3) You agree to send to us, upon our request, construction plans and specifications or other plans for our review before you begin constructing your Squeeze Shop and all revised or "as built" plans and specifications during construction. We may require you to use an approved or designated architect and/or general contractor to design and construct your Squeeze Shop. We may inspect the Premises while you are developing your Squeeze Shop.

(C) Development of your Squeeze Shop. You agree to do the following, at your own expense, to develop your Squeeze Shop at the Premises:

(1) secure all financing required to develop and operate your Squeeze Shop;

(2) procure insurance coverage for your activities under this Agreement as required by Section 12(I) of this Agreement and the Manual;

(3) obtain all required building, utility, sign, health, sanitation, occupancy, business, and other permits and licenses;

(4) construct all required improvements to the Premises and furnish and decorate your Squeeze Shop according to our approved plans and specifications;

(5) obtain all customary contractors' sworn statements and partial and final waivers of liens for construction, remodeling, decorating, and installation services;

(6) purchase or lease from Designated Suppliers and Approved Suppliers, and install, all required fixtures, furniture, equipment, and interior and exterior signs; and

(7) purchase from Designated Suppliers and Approved Suppliers an opening inventory of authorized and approved products, materials, and supplies necessary to commence operations at your Squeeze Shop.

(8) If you build any portion of your Squeeze Shop outside of our specifications without receiving our prior written consent, we will have the right to delay the opening of your Squeeze Shop until you, at your sole expense, bring the development of your Squeeze Shop within full compliance with of our specifications.

(D) Shop Systems. Prior to opening your Squeeze Shop, you must purchase and install our required computer, router, network, hardware, and associated software including required appointment and accounting software (the "Shop Systems"). You must also pay us a Technology Start Up Fee. The Technology Start Up Fee may be changed by us or the provider upon written notice to you.

(E) Opening your Squeeze Shop. You agree to open your Squeeze Shop no later than 12 months after the Effective Date of this Agreement.

(F) We will not authorize the opening of your Squeeze Shop unless all of the following conditions have been met:

(1) We are satisfied that your Squeeze Shop was constructed and/or renovated and equipped substantially in accordance with our standards and specifications;

(2) You have hired and trained a staff as required by Section 11(B);

(3) You have received a Certificate of Occupancy and all required state and local government certifications, permits, and licenses necessary for the operation of a Squeeze Shop, including licenses and certifications for your staff and other personnel;

(4) You (or your Operating Principal as defined in Section 14(D)), your General Manager, and your training personnel (if any) have satisfactorily completed and become certified in our Initial Training Program;

(5) You have paid the Initial Franchise Fee (as defined in Section 7(A)) and any other amounts then due to us;

(6) You have signed all agreements required prior to opening, including, but not limited to, the Lease, the electronic funds transfer documents described in Section 7(Q), and any software license agreement(s);

(7) You have complied with our requirements for the Grand Opening Plan as described in Section 9(A);

(8) Neither you nor any of your affiliates are in default under or in violation of any agreements with us, any of our affiliates or any suppliers; and

(9) You have provided to us copies of certificates for all insurance policies required by Section 12(I) or such other evidence of insurance coverage and payment of premiums as we reasonably may request.

7. FEES. All fees payable pursuant to this Section 7 shall be retained by the Franchisor prior to its delivery of the Franchise Commission to Franchisee pursuant to Section 7(R).

(A) Initial Franchise Fee. At the same time that you sign this Agreement, you must pay to us an initial franchise fee of $60,000 ("Initial Franchise Fee"). If you are a veteran of the armed forces of the United States and were honorably discharged from military service, you will receive a ten percent (10%) discount on each Initial Franchise Fee that you pay to us. This fee is due, and fully earned by us, when you sign this Agreement. The Initial Franchise Fee is not refundable.

(B) Ongoing Royalties. You agree to pay to us, in the manner provided below (or as the Manual otherwise prescribes), a nonrefundable and continuing Royalties ("Royalties") in the amount of six percent (6%) of the Net Sales of your Squeeze Shop for the right to use the System and the Marks. We will retain the Royalties from the Net Sales that we collect on your behalf prior to our weekly payment of your Franchise Commission to you.

(C) Technology Fee. You agree to pay to us, in the manner provided below (or as the Manual otherwise prescribes), a nonrefundable and continuing Technology Fee ("Technology Fee"). The Technology Fee provides you access, maintenance, and support for required software, applications, e-mail service, music, integrations, collaboration, intranet, and other technology services that we determine, in our sole discretion, to provide to you. A list of all services you will receive in connection with your Technology Fee is included with the Manual. Currently, the Technology Fee is $450 per week. We may increase the Technology Fee upon thirty (30) days written notice to you.

(D) Credit Card Processing Fee. On a weekly basis, we will calculate and retain two point six percent (2.6%) of the Credit Card Sales plus $.30 per credit card transaction (credit and debit) as the Credit Card Processing Fee. The Credit Card Processing Fee is intended to cover our expenses in completing all credit card transactions at your Squeeze Shop through our Designated Supplier of such services. If our costs for credit card processing services increase, we may, upon written notice to you, increase the Credit Card Processing Fee to reflect such increase in expenses associated with credit card processing services. We will not credit any portion of the Credit Card Processing Fee you paid to us if you refund some or all of the payment associated with that Credit Card Processing Fee.

(E) Guest Experience Fee. We require you to participate in our guest experience program ("Guest Experience Program"), which is a centralized customer service team to support the online scheduling and payment system with phone, email, and SMS support. You will pay a Guest Experience Fee in support of the Guest Experience Program. The Guest Experience Fee is currently $276.93 per week. We may increase the Guest Experience Fee upon 30 days' prior written notice to you. You are obligated to participate and contribute to the program. The weekly amount contributes to the related operating expenses.

(F) An on-site site evaluation is necessary if the information you provide to us is inadequate for us to approve or disapprove of the proposed site.

(G) Alternative Suppliers. If you propose to purchase any goods or materials (that you are not required to purchase from us, an affiliate of ours, or an Approved Supplier) from a supplier that we have not previously approved, you must submit to us a written request for such approval or request the supplier do so. We may require, as a condition of our approval, that our representative be permitted to inspect the supplier's facilities, and that such information, specifications, and samples as we reasonably designate be delivered to us and/or to an independent, certified laboratory designated by us for testing prior to granting approval.

(H) Extension Fee. You are required to open your Squeeze Shop within 12 months of signing the Franchise Agreement. You may extend the deadline to open your Squeeze Shop, on a month to month basis, by paying us the Extension Fee. The Extension Fee currently being charged is $2,500 per month and shall be paid on or before the 5th day of each month for which an extension is sought. We reserve the right to modify, increase, decrease or waive the Extension Fee in our sole and absolute discretion.

(I) You will pay us a management fee ("Management Fee") if we are obligated, directly or indirectly, to manage your Shop. The Management Fee is in addition to and not in replacement of any other fees that you are obligated to pay us. The current Management Fee we charge you is the greater of (i) two times the salary paid to the individual(s) assigned by us to operate the Shop, or (ii) 10% of the Shop's weekly Gross Sales; plus expenses for travel, lodging, meals, and all other expenses that we incur in managing your Shop. The Management Fee is payable during any period that our appointed manager manages your Shop. The Management Fee will be in addition to the Royalties and Brand Fund Contributions due to us. We will deduct the Management Fee from Net Sales prior to our payment of your Franchise Commission. We may increase the Management Fee upon thirty (30) days written notice to you.

(J) Referral Fee. We will pay you a referral fee of $5,000 if you provide us with a franchisee lead that result in the purchase of a new Squeeze Shop by a new franchisee. The referral fee will be paid as: (i) a credit of Royalties that the existing franchisee owes us; or (ii) as a credit towards an Initial Franchise Fee of an additional Squeeze Shop. We will not make a cash payment to you. This referral program is administered by us in our sole discretion and may be changed or discontinued by us at any time. The referral fee is subject to change at any time. Franchisees who are eligible to participate in this referral program and who may provide us with prospective franchisees leads are not acting as our agent, do not speak for us, and are not involved in the franchise sales process. As an existing franchisee, they are simply passing along to us the name of someone they know who might be interested in acquiring a new franchise.

(K) Gross Sales. “Gross Sales” means the aggregate amount of all revenues generated from the sale or delivery of products and services at or from the Shop, and all other income of every kind related to the Shop, whether for cash, credit (and regardless of collection in the case of credit), barter, exchange, or other form of consideration including but not limited to membership fees, service fees, product sales, business interruption insurance, and all amounts that you receive at or away from the Premises.

(L) Credit Card Sales. "Credit Card Sales" means Gross Sales transacted from or during the operation of your Squeeze Shop utilizing credit card, debit card, gift card, loyalty program, or other similar credit or electronic transactions.

(M) Net Sales. “Net Sales” means Gross Sales minus: (i) the amount of any documented refunds, charge-backs provided to customers in good faith; (ii) any tips received by your employees; and (iii) Franchisor designated or approved discounts, promotions, or credits.

(N) Advertising Contributions and Expenses. You also will spend and/or contribute for advertising the amount we specify. The exact amount of the Brand Fund contribution and Local Store Marketing expenditures you are required to make and/or are set forth in Section 9.

(O) Late Report Fee. We may charge a late report fee of $100 for each week following the due date that you do not submit any report to us that is required by Section 8. The amount of the Late Report Fee may be changed upon written notice to you.

(P) Interest. All amounts which you owe us for any reason, will bear interest accruing as of their original due date at 15% per annum or the highest commercial contract interest rate the law allows, whichever is less. We may electronically debit your business checking account automatically for any past-due amounts and interest. You acknowledge that this Section 7(P) is not an agreement to accept any payments after they are due or a commitment to extend credit to, or otherwise finance your operation of, your Squeeze Shop.

(Q) Partial Payments. No payment by you or acceptance by us of any monies under this Agreement for a lesser amount than due will be treated as anything other than a partial payment on account. Notwithstanding any designation by you, we will have sole discretion to apply any payments by you to any of your past-due indebtedness to us.

(R) Method of Payment

(1) You must comply with all of our payment policies, procedures, and requirements, as described in the Manual.

(2) On a weekly basis, we will calculate the Gross Sales, Credit Card Sales and Net Sales generated from the operation of your Squeeze Shop. Certain fees are payable based upon Credit Card

Sales and others are payable based upon Net Sales. We will provide a report to you, on a weekly basis, of the Gross Sales, Credit Card Sales, and Net Sales from your Squeeze Shop.

(3) On a weekly basis, we will pay to you, by EFT, ACH, direct deposit, or a similar means, the Net Sales generated by your Squeeze Shop minus all fees (See Item 6), financing costs (Item 10), plus any amounts you owe us or our affiliates for purchases of supplies and any other monetary obligation that you have to us or our affiliates (our payment to you is referenced as the "Franchise Commission"). If there is a negative balance to your Franchise Commissions after all deductions, then your negative balance will be carried forward to the next week and be deducted from your next month's Franchise Commissions. We are never required to remit any funds to you until we have collected those funds.

(S) Right of Offset. Franchisor shall have the right to offset any amount owed by Franchisee to Franchisor and/or its affiliates under or in connection with this Agreement against any payments owed by Franchisor to Franchisee under this Agreement or any related agreement. Such offsets shall be in addition to any other rights or remedies available under this Agreement and applicable law.

8. RECORDKEEPING AND REPORTS.

(A) Recordkeeping. You must keep and maintain, in accordance with any procedures that we prescribe in the Manual or otherwise, complete, and accurate books and records pertaining to your Squeeze Shop sufficient to fully report to us. We reserve the right to require that you maintain a fiscal year different than the calendar year and one that is consistent with our fiscal year. You agree that we are authorized to use computerized data capture and retrieval systems that meet our specifications and that all data collected by our data capture and retrieval systems shall belong to us.

(B) Reports and Financial Statements. You must, at your expense, submit to us, in the form prescribed by us, financial and operational reports and records at the times and in the manner specified in the Manual. You also must submit to us, in the form prescribed by us, a profit and loss statement and balance sheet for your Squeeze Shop within 60 days after the end of each fiscal year (as defined by us from time to time). You must sign each report attesting that it is true, correct, and complete and, with respect to the profit and loss statement, uses accounting principles applied on a consistent basis that accurately and completely reflect your financial condition. We may disclose data derived from your reports, however, upon receipt of a written request from you or if required by law, we will not disclose your identity in any materials that we circulate publicly. If, in our reasonable judgment, your reports are deficient in substance or presentation, we may require that you submit to us year-end financial statements prepared by an independent accountant and/or copies of your federal, state, and local income tax returns.

(C) Public Filings. If you are or become a publicly-held entity in accordance with other provisions of this Agreement, you must, at your expense, submit to us copies of all reports (including responses to comment letters) or schedules that you may file with the U.S. Securities and Exchange Commission (certified by your chief executive officer to be true, correct, complete and accurate) and copies of any press releases you may issue, within 3 days of the filing of those reports or schedules or the issuance of those releases.

(D) Our Right to Audit.

(1) We have the right at all reasonable times, both during and after the term of this Agreement, to inspect, copy, and audit your books, records, sales and income tax records and returns, and such other forms, reports, information, and data as we reasonably may designate, applicable to the operation of your Squeeze Shop (an "Audit"). If an Audit discloses an understatement of Net Sales of your Squeeze

Shop, you agree to pay to us, within 10 days after receiving the Audit report, the Royalties and Brand Fund contributions due on the amount of the understatement, plus any interest on the understated amounts from the date originally due until the date of payment. If an Audit discloses that you have not expended the greater the requires amount of your Net Sales on Local Store Marketing (which amount may be modified by us from time to time in accordance with Section 9(B)), you shall contribute to the Brand Fund the amounts that you should have expended to reach the Local Store Marketing requirement within 30 days after completion of our Audit of your Squeeze Shop. Furthermore, if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our examination reveals an understatement of your Royalties or Brand Fund contribution (when a percentage of Net Sales is required), that exceeds 2% of the amount that you actually reported to us for the period examined; then: (a) you agree to reimburse us for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees; and (b) we may require you to provide us with periodic audited statements. If our examination reveals an understatement of the Net Sales of your Squeeze Shop for any period by 2% or more 3 or more times during any 3-year period, or by more than 5% on any one occasion, then in addition to your obligations in subsection (a) above, we may immediately terminate this Agreement without an opportunity to cure. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

(2) If you fail to give us, on a timely basis, the records, reports, and other information required by this Agreement or, upon our request, copies of the same, we or our designee will have access at all reasonable times (and as often as necessary) to your books and records (including those contained on the Shop Systems) for the purpose, among other things, of preparing the required records, reports and other information. You promptly will reimburse us or our designee for all costs and expenses associated with our obtaining and/or preparing such records, reports, or other information.

9. MARKETING.

(A) Grand Opening Plan. You must advertise and promote the Squeeze Shop during the 4-month period prior to opening the Shop ("Grand Opening Plan"). Your Grand Opening Plan expenditures must equal or exceed $18,300 although we recommend that you spend more than the minimum amount (See Items 6 and 11 for more detailed information). You agree to comply with our guidelines for the Grand Opening Plan, based upon an agreed upon marketing plan, which you must follow as part of the marketing, advertising, and promotion of the Squeeze Shop ("Marketing Plan"). You must spend at least the amount that we specify for your Grand Opening Plan; however, you may spend more than the required amount. The Grand Opening Plan expenditure is in addition to the advertising contributions and expenditures that you must make pursuant to Sections 9(C) and 9(D) below. We may require you to pay the Grand Opening Plan expenditures directly to us to fund your Grant Opening Plan or to pay third party vendors directly.

(B) Marketing Contributions and Expenditures. During the Term, you must (1) contribute to the Brand Fund pursuant to Section 9(C), (2) make Local Store Marketing expenditures pursuant to Section 9(D); and (3) contribute to the Regional Co-op pursuant to Section 9(E) if a Regional Co-op has been established in the Designated Market Area ("DMA") in which your Squeeze Shop is located. We have the right to periodically re-allocate and/or increase the amount you contribute to the Brand Fund and the amount you spend for Local Store Marketing.

(C) Brand Fund.

(1) We have established an advertising and marketing fund ("Brand Fund") for the enhancement and protection of the System and the Marks, and for the development of advertising, marketing, and public relations programs, and materials as we deem appropriate. We currently charge you

a Brand Fund contribution of two percent (2%) of Net Sales. Your required Brand Fund contribution will not exceed two-percent (2%) of the Net Sales of your Squeeze Shop. The Brand Fund contribution will be payable in the same manner as the Royalties. Squeeze Shops operated by us, and our affiliates also will contribute to the Brand Fund on the same basis as comparable franchisees. From time to time, we or our suppliers may deposit into the Brand Fund rebates or similar allowances paid to us by our suppliers although we have no obligation to do so.

(2) We will have sole discretion to use the Brand Fund, and the monies in the Brand Fund, for any purpose that we designate that we believe will enhance and protect the System and Marks and will improve and increase public recognition and perception of the System and Marks. We will direct all programs that the Brand Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation.

(3) Participation in Promotional and Charitable Programs. You agree to participate in all advertising, marketing, promotions, research, and public relations programs instituted by the Brand Fund. Among the programs, concepts, and expenditures for which we may utilize the Brand Fund monies are: (a) creative development and production of print ads, commercials, radio spots, point of purchase materials, direct mail pieces, door hangers, and other advertising and promotional materials; (b) creative development, preparation, production and placement of video, audio, written materials, and electronic media; (c) media placement and buying, including all associated expenses and fees; (d) administering regional and multi-regional marketing and advertising programs; (e) market research and customer satisfaction surveys, including the use of secret shoppers; (f) the creative development of, and actual production associated with, premium items, giveaways, promotions, contests, public relation events, and charitable or nonprofit events; (g) creative development of new program offerings for Squeeze Shops; (h) creative development of signage, posters, and individual Squeeze Shop décor items including wall graphics; (i) recognition and awards events and programs; (j) System recognition events, including periodic national and regional conventions and meetings; (k) Website, internet, and/or intranet development and maintenance (in this Agreement, "website" means one or a group of World Wide Web pages and related application usually containing hyperlinks to each other and made available online by an individual, company, educational institution, government, or organization); (l) development, implementation, and maintenance of an electronic commerce Website, application, and reservation system and/or related strategies; (m) retention and payment of advertising and promotional agencies and other outside advisors including retainer and management fees; and (n) public relations and community involvement activities and programs.

(4) We will account for the Brand Fund separately from our other funds; however, we are not required to segregate any Brand Fund monies from our other monies. We will not use the Brand Fund for any of our general operating expenses. We and our affiliates may be reimbursed by the Brand Fund for administrative expenses directly related to the Brand Fund's marketing programs, including without limitation, conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions to the Brand Fund. We may use the Brand Fund to pay the administrative costs of the Brand Fund including managing the advertising, marketing, and promotional programs and payment of outside suppliers utilized by the Brand Fund, and we may use the Brand Fund to pay the reasonable salaries and benefits of personnel (including our personnel and our affiliates' personnel) who manage and administer the Brand Fund. We may use the Brand Fund to pay for other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to Brand Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Fund and its programs.

(5) The Brand Fund will not be our asset. Although the Brand Fund is not a trust, we will hold all Brand Fund contributions for the benefit of the System and use contributions only for the purposes described in this Section 9(C). We do not owe any fiduciary obligation to you for administering

the Brand Fund or for any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Brand Fund contributions to pay for the administrative costs of the Brand Fund before using the Brand Fund's other assets.

(6) Upon your written request, we will prepare an annual, unaudited, statement of Brand Fund collections and expenses within 90 days after our fiscal year end. We may also, in our sole discretion, prepare such financial statements. We may have the Brand Fund audited annually, at the Brand Fund's expense, by an independent certified public accountant. We may incorporate the Brand Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Section 9(C).

(7) We intend the Brand Fund to maximize and enhance public, franchisee, and employee recognition of the System and the Marks. Although we may use the Brand Fund, or portions of the monies in the Brand Fund, to create, develop, use and/or place advertising and promotional marketing materials and programs, and we may try to engage in brand enhancement activities that will benefit all Squeeze Shops, we cannot and do not ensure that Brand Fund expenditures will be made in or affecting any geographic area, or will be proportionate or equivalent to Brand Fund contributions by Squeeze Shops operating in that geographic area. We do not guarantee or assure that you, your Squeeze Shop, or any Squeeze Shop will benefit directly or in proportion to your Brand Fund contribution from the brand enhancement activities of the Brand Fund or the development of advertising and marketing materials or the placement of advertising and marketing.

(8) We have the right, but not the obligation, to use collection agents and institute legal proceedings to collect Brand Fund contributions at the Brand Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Brand Fund. We assume no direct or indirect liability or obligation to you for collecting amounts due to the Brand Fund. We have the sole right to enforce the obligations of franchisees who contribute to the Brand Fund, and neither you nor any other franchisees who contribute to the Brand Fund will be deemed a third party beneficiary with respect to the Brand Fund obligations of other franchisees or have any right to enforce the obligation of any franchisee to contribute to the Brand Fund.

(9) We may at any time defer or reduce contributions of a Squeeze Shop franchisee to the Brand Fund and, upon 30 days prior written notice to you, reduce or suspend Brand Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, subsequently reinstate) the Brand Fund. If we terminate the Brand Fund, we will spend all monies in the fund for advertising and/or promotional purposes or distribute all unspent monies to our franchisees, and to us and our affiliates, in proportion to their, and our, respective Brand Fund contributions during the preceding 12-month period.

(D) Local Store Marketing.

(1) You will develop, on a quarterly basis, a Local Store Marketing plan for the Squeeze Shop (the "Local Store Marketing Plan"). The Local Store Marketing Plan will include materials that we will provide to you that outline the key activations, promotional materials, outreach templates, and marketing initiatives to assist you in maximizing local awareness and traffic to your Shop ("Local Marketing Playbook"). You must comply with all requirements of the Local Marketing Playbook and the Local Store Marketing plan, including use of approved advertising and marketing materials, placement and purchase of advertising and marketing materials and media, participation in and use of approved online and social media networks and tools, and compliance with all promotional recommendations and guidelines. After opening your Squeeze Shop, in addition to your Brand Fund contribution, you must pay our

Designated Supplier $1,500 per month throughout the initial term of your Franchise Agreement, which they will spend, on your behalf, on digital marketing for your Shop (which amount may be modified by us from time to time in accordance with Section 9(D) of the Franchise Agreement). You may expend additional amounts on Local Store Marketing provided that such expenditures otherwise comply with the Local Store Marketing Plan and Local Marketing Playbook. You will also be required to execute additional local marketing programs outlined in the Local Marketing Playbook. If there are other Squeeze Shops in your market area, we may require that you spend additional Local Store Marketing expenditures cooperatively with us and/or other franchisees in your market area.

(2) Your local marketing and promotion must follow our guidelines, which may include, among other things, requirements for, or restrictions regarding, the use of the Marks and notices of our Website's domain name in the manner we designate. We may specify third parties that you must use for the design and development of your local marketing and promotional materials, and you will be required to pay those third parties for their services. You may not develop, maintain, or authorize any Website that mentions or describes you or your Squeeze Shop or displays any of the Marks. You agree that your advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe from time to time.

(3) You may purchase local advertising and promotional materials from us, or any source approved by us. Periodically, we may provide you samples of advertising, marketing, and promotional formats, and materials at no cost. If you purchase these materials from us, in addition to paying the invoice cost of the materials, you must pay any related shipping, handling, and storage charges. If purchased from a source other than us or our affiliates, these materials must comply with federal and local laws and regulations and with the guidelines for advertising and promotion promulgated from time to time by us and must be submitted to us or our designee at least 10 days prior to first use for approval (except with respect to prices to be charged by you), which we may grant or withhold in our sole discretion. If we do not approve your submission within 10 days after the day we received the materials, we will be deemed to have not approved the materials.

(4) In no event will your advertising and promotional materials contain any statement or material which, in our sole discretion, may be considered: (a) in bad taste or offensive to the public or to any group of persons; (b) defamatory of any person or an attack on any competitor; (c) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or (d) inconsistent with our public image of that of the System. You acknowledge and agree that any and all copyright in and to advertising and promotional materials developed by you or on your behalf will be our sole property, and you must execute such documents (and, if necessary, require your independent contractors to execute such documents) as may be deemed reasonably necessary by us to give effect to this provision.

(5) You must actively participate in all marketing and advertising programs designated by Us or the Brand Fund including social media programs (e.g., Yelp, Google Places, Facebook, Twitter, and Instagram) and comply with all guidelines set forth by us regarding the use of these programs as set forth in the Manual.

(E) Regional Co-op.

(1) We may, in our sole discretion, establish a regional advertising cooperative ("Regional Co-op") in any DMA. The Regional Co-op shall be organized and governed in a form and manner and shall commence operations on a date, approved in advance by us in writing. We may, if we so elect, prepare bylaws to be used by the Regional Co-op and may require the Regional Co-op to incorporate.

Once a Regional Co-op is established in a DMA in which your Squeeze Shop is located, you shall become a member of such Regional Co-op and be required to contribute to the Regional Co-op as determined by its members no later than 30 days after the date on which the Regional Co-op commences operation. In no event shall you be required to be a member of more than one Regional Co-op with respect to your Squeeze Shop. You shall submit your Co-op Contribution to the Regional Co-op weekly, or we may withhold from your Franchise Commission and submit your Co-op Contribution on your behalf, together with such statements or reports as may be required by us (or by the Regional Co-op with our prior written consent). Monies in the Regional Co-op may be spent for the purposes determined by a majority vote of the Regional Co-op.

(2) Each Regional Co-op shall be organized, if at all, for the exclusive purpose of administering regional marketing programs and developing, subject to our approval, standardized promotional materials for use by its members in local advertising. All advertising, marketing and promotions shall be submitted to us prior to first use as provided in Section 9(D)(3) and shall adhere to the standards set forth in Section 9(D)(4).

(3) We shall be a member of the Regional Co-op and be entitled to attend and fully participate in Regional Co-op meetings; however, we shall not have a vote unless we or our affiliates operate a Squeeze Shop in the area covered by the Regional Co-op. If the members of the Regional Co-op are unable or fail to determine the manner in which Regional Co-op monies should be spent, we may assume this decision-making authority following 10 days' advance written notice to the members of the Regional Co-op. We, or our designee, may grant to any franchisee an exemption for any length of time from the requirement of membership in any Regional Co-op, upon written request of such a franchisee stating reasons supporting an exemption. Decisions regarding a request for exemption shall be final. We or our designee shall have the right to terminate (and subsequently restart) any Regional Co-op. Upon termination, all monies in that Regional Co-op shall be spent for advertising and/or promotional purposes.

(F) Loyalty Program. We may operate a customer loyalty program that awards customers loyalty points upon the occurrence of certain events. These points may be used by customers in exchange for discounted or free services and retail products at your Squeeze Shop. You must participate and pay the fees associated with any Loyalty Program that we implement.

(G) Telephone Communication. You will not maintain a Shop specific, unique telephone number with respect to your Squeeze Shop. We will maintain a single toll-free phone line to which all requests for information, services, customer service, media, or other inquiries will be directed. You may have access to a Voice Over Internet Protocol ("VOIP") line from which you will be able to communicate with customers. All business telephone numbers, directory listings and customer information will be retained by us upon expiration and termination of the Franchise Agreement. You may not utilize any telephone numbers, other than the numbers we identify and designate, in connection with your operation of the Squeeze Shop.

(H) Promotional and Charitable Events. You must participate in all giveaways, promotions, contests, public relation events, and charitable or nonprofit events that we require of franchisees. These promotions may require, among other things, you to make donations of money, time, and people to required promotional or charitable events and partners. These donations will be made at the time and in the manner we require, which will be provided in the Manual.

10. MANUAL

(A) We will loan you during the term of this Agreement or make available to you via other means (internet, intranet, etc.) one copy of our Manual, which may include computer software, digital files,

web links, other electronic media, and information distributed electronically and/or written materials or allow you access to the Manual. The Manual contains the System Standards, which include mandatory and suggested specifications, standards, operating procedures, and rules that we periodically prescribe for operating a Squeeze Shop and information on your other obligations under this Agreement. We may modify the Manual periodically to reflect changes in System Standards.

(B) You agree to keep your passwords and/or log-in information with respect to web-based or electronic copies thereof current and in a secure location at your Squeeze Shop. If there is a dispute over the contents of the Manual, our master electronic copy of the Manual controls. You agree that the contents of the Manual are confidential and that you will not disclose the Manual to any person other than employees of your Squeeze Shop who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Manual.

(C) At our option, we may post some or all of the Manual on the internet or intranet to which you will have access. If we do so, you agree to monitor and access the Website for any updates to the Manual or System Standards. Prior to accessing any online training instructional system, you must agree to abide by our terms of use, which we may revise from time to time. Any passwords or other digital identifications necessary to access the Manual via a website, internet, intranet, or other online training instructional system will be deemed to be part of the Confidential Information.

11. TRAINING AND ASSISTANCE

(A) Initial Training Program

(1) Before you open your Squeeze Shop, you (or the Operating Principal of Franchisee if Franchisee is an entity) and your General Manager must complete, to our satisfaction and certification, our initial training program, which will address the material aspects of operating a Squeeze Shop (the "Initial Training Program"). If you obtain an operating Squeeze Shop by transfer from another Squeeze Shop franchisee, you must complete the Initial Training Program before you begin operating that business as a Squeeze Shop. We will provide the Initial Training Program at our corporate headquarters in Studio City, California, a designated training facility of our choice and/or at an operating Squeeze Shop. You agree to pay for all travel, living and other expenses which you (or your Operating Principal) and your employees incur and for your employees' wages and workers' compensation insurance while they attend the Initial Training Program.

(2) We do not charge a fee for providing the Initial Training Program to you, your Operating Principal and one management level employee who will be responsible for training your staff. Additional people may attend the Initial Training Program, subject to availability if you pay a fee $1,000 per additional person attending the Initial Training Program (the "Additional Initial Training Program Fee"). If any individual who is required to receive our certification fails to successfully complete the Initial Training Program and receive our certification, then that individual may repeat the Initial Training Program, or you may send a substitute to complete the next available program. We reserve the right to charge you a fee for providing any subsequent training program to these individuals or for training any of your substitute personnel.

(3) All of your managerial and training personnel must receive our certification, prior to managing your Squeeze Shop or training your staff. We may, at any time during the term of this Agreement, decertify any previously certified individual if we learn or determine that a person is no longer complying with our standards and procedures. Any person that has been decertified must satisfactorily complete training or a re-training program to receive our certification.

(B) Training by You.

(1) You must conduct such initial and continuing training programs for the staff of your Squeeze Shop as we may require from time to time, including those training programs required in order for your staff members to be certified for the position(s) for which each staff member was hired. We will authorize you to open your Squeeze Shop only after an adequate number of your staff members, as determined by us in our sole discretion, have attended and received certification in your initial training program.

(2) We may periodically visit your Squeeze Shop to ensure that your training personnel continue to meet our standards. If we determine, in our sole discretion, that your training personnel are not adequately training your staff, then your training personnel and staff members designated by us must attend and successfully complete our Initial Training Program. We may, in our sole discretion, determine that you are no longer qualified to train your own staff members. In that event your staff members will be required to attend our Initial Training Program prior to beginning to work at your Squeeze Shop. You will be required to pay a tuition fee for your training personnel and staff who we require to attend our training program in addition to paying all travel, living and other expenses incurred by your employees while attending the training program.

(C) Opening Training. We will send a representative to your Squeeze Shop to assist with the grand opening of your Squeeze Shop ("Opening Training"). The Opening Training will include no less than 3 days of on-site training for your staff members. You will not be required to pay any additional costs for any of the travel or living expenses incurred by our representative while providing the Opening Training to you. However, if you reschedule the opening of your Squeeze Shop, you must reimburse us for any travel costs we incur in changing the travel schedules of our personnel. We will determine the hours of training for your staff members. If you request, and we agree to provide, additional or special guidance, assistance, or training during this opening phase, you agree to pay our then applicable charges, including fees for our personnel and their travel and living expenses.

(D) Ongoing Training.

(1) We may require you and your personnel to attend and complete satisfactorily various training courses that we periodically choose to provide at the times and locations that we designate, as well as periodic conventions, regional meetings, and conferences that we specify including franchise meetings. Even if you fail to attend, we can charge reasonable registration or similar fees for these courses and meetings ("Franchise Meeting Fee"). The Franchise Meeting Fee is currently $1,000 per person. We may increase the Franchise Meeting Fee upon written notice to you.

(2) We require that your replacement training personnel satisfactorily complete our training programs within 90 days of being designated as training personnel. Replacement training personnel may: (a) attend the next training program offered by us; or (b) be trained by your training personnel, however, they must be reviewed by our field personnel and receive our certification prior to managing your Squeeze Shop or training your staff. Currently, the fees associated with the training of replacement personnel is $300 per day per person participating in the training program. You agree to pay all travel and living expenses incurred by you and your employees and/or our employees during all training courses and programs.

(3) We may also require you and/or your managers and employees to complete additional training if we believe, in our reasonable discretion, that you require additional training to operate your Squeeze Shop to our standards ("Remediation Training"). Remediation Training will occur, in our discretion, either at your Squeeze Shop, at a Squeeze Shop selected by us, or at our flagship Shop in Studio

City, California. The current cost of Remediation Training is $300 per day plus reasonable travel expenses incurred by our employees if we are required to travel in connection with providing the Remediation Training.

(E) General Guidance. We will provide ongoing advice and consultation to you regarding the operation of your Squeeze Shop through the Manual, bulletins or other written materials, electronic media, telephone, and in person.

12. SYSTEM STANDARDS

(A) Compliance with System Standards.

(1) You acknowledge that each and every detail of the appearance, layout, décor, cleanliness, safety standards, services and operation of your Squeeze Shop is essential to us and to other Squeeze Shop franchisees to preserve the goodwill of the Marks and all Squeeze Shops. You agree to cooperate with us by operating and maintaining your Squeeze Shop safely and securely and according to all of our System Standards (whether contained in the Manual or another written communication to you), as we periodically modify and supplement them. You agree that System Standards we prescribe in the Manual, or otherwise communicate to you in writing or another tangible form (for example, via a website, intranet, or internet), are part of this Agreement as if fully set forth within its text.

(2) We periodically may modify the System (including System Standards) and these modifications may obligate you to invest additional capital in your Squeeze Shop and/or incur higher operating costs. We may require you to integrate new, updated services and products into your Squeeze Shop. You agree to accept, integrate, and use or display in your Squeeze Shop any such changes or modifications to the System as if they were a part of the System at the time this Agreement was executed, and you agree to make such expenditures as the changes or modifications in the System may reasonably require. This includes but is not limited to refurbishing or remodeling the Premises or any other aspect of your Squeeze Shop, hiring additional personnel, buying new equipment, adding new services and products, or otherwise modifying the nature of your operations, as if those changes or modifications were part of the System as of the Effective Date.

(3) If you or your owners, employees, designees, or independent contractors develop any new concepts, treatments, services, products, processes or improvements relating to the System, you shall promptly notify us and provide us with all information regarding the new concept, treatments, services, products, processes or improvements, all of which shall become our property and which may be incorporated into the System as a "work made for hire" without any payment to you or your owners, employees, designees or independent contractors. If any designee or independent contractor develops any new concepts, processes, or improvements relating to the System on your behalf, you shall obtain covenants that you own (as a "work made for hire") such concepts, processes, or improvements (and all components) and have the right to transfer to us such concepts, processes, or improvements. You, at your own expense, shall promptly take all actions deemed necessary or desirable by us to vest in us ownership of such concepts, processes, or improvements. To the extent that any item does not qualify as a "work made-for-hire" for us, by this Section you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item. We will make no payment to you for any such item, or for our subsequent use (or our franchisees' subsequent use) of such item.

(B) Approved Products, Services, Distributors and Suppliers.

(1) You acknowledge that the reputation and goodwill of Squeeze Shops are based upon, and can only be maintained by, the delivery of high quality services and products under the Marks. You agree that you will at your Squeeze Shop: (a) provide all services and products that we specify from time to time and only in the manner we prescribe; (b) not provide any services or products we have not approved; (c) offer for sale and sell all products only at retail and from the Premises and you will not offer or sell any products at wholesale or transfer products to any other business or other business not operating under the System; and (d) you will discontinue selling and offering for sale any services or products that we at any time decide (in our sole discretion) to disapprove in writing, provided, however, that you may continue to sell discontinued products for up to 3 months after their discontinuance unless we determine that they are a public hazard or are detrimental to the public image of our System. You will also immediately stop providing any service if we determine that it is a public hazard or detrimental to the public image of our System.

(2) We have developed and may continue to develop certain proprietary or branded products that will be prepared by or for us or our affiliates according to our proprietary designs (collectively "Proprietary Products"). We also have developed standards and specifications for other products, materials and supplies incorporated or used in providing services and the packaging and delivery of products authorized for sale at Squeeze Shops. You agree that you will: (a) purchase those Proprietary Products only from us or a third party designated and licensed by us to prepare and sell such products (collectively "Designated Suppliers"); and (b) purchase from manufacturers, distributors, vendors and suppliers approved by us (collectively "Approved Suppliers") all other goods, products, materials and supplies (collectively "Goods"), as well as advertising materials furniture, fixtures, equipment, forms, or retail skincare products, professional skin and body care, and supplies associated with providing the Squeeze Services at your Squeeze Shop(collectively "Materials") that meet the standards and specifications promulgated by us from time to time. We have the right to require that you use only certain brands (collectively "Approved Brands") and to prohibit you from using other brands. We may from time to time modify the list of Approved Brands (including certain skincare products), and you will not, after receipt of such modification in writing, reorder any brand that is no longer an approved brand.

(3) We may from time to time modify the list of Designated Suppliers and/or Approved Suppliers, and you must not, after receipt of such modification in writing, order any Proprietary Products from a supplier who is no longer a Designated Supplier or order any Goods or Materials from a supplier who is no longer an Approved Supplier. We may approve one or more suppliers for any Goods or Materials and may approve a supplier only as to certain Goods or Materials. We reserve the right to charge Designated Suppliers a license fee for the right to manufacture Proprietary Products for use in a Squeeze Shops.

(4) From time to time, we and our affiliates may receive payments from suppliers (including Designated Suppliers and Approved Suppliers) on account of such suppliers' dealings with you and other franchisees and may use any amounts received without restriction and for any purpose we and our affiliates deem appropriate. We may concentrate purchases with one or more suppliers to obtain lower prices and/or the best advertising support and/or services for any group of Squeeze Shops or any other group of businesses franchised or operated by us or our affiliates. Approval of a supplier may be conditioned on requirements relating to the product quality, prices, consistency, reliability, financial capability, labor relations, frequency of delivery, reporting capabilities, standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, as set forth above, and may be temporary pending a further evaluation of such supplier by us.

(5) If you propose to purchase any Goods or Materials (that you are not required to purchase from us, an affiliate of ours or an Approved Supplier) from a supplier that we have not previously approved, you must submit to us a written request for such approval or request the supplier to do so itself.

We have the right to require, as a condition of our approval, that our representatives be permitted to inspect the supplier's facilities, and that such information, specifications, and samples as we reasonably designate be delivered to us and/or to an independent, certified laboratory designated by us for testing prior to granting approval. A charge not to exceed the lesser of $5,000 and the reasonable cost of the inspection and the actual cost of the test must be paid by you. We will notify you within 60 days of your request as to whether you are authorized to purchase such products from that supplier. We reserve the right, at our option, to re-inspect the facilities and products of any such Approved Supplier and to revoke our approval upon the suppliers' failure to continue to meet any of the foregoing criteria.

(6) You must at all times maintain an inventory of approved Goods and Materials sufficient in quality and variety to realize the full potential of your Squeeze Shop. We may, from time to time, conduct market research and testing to determine consumer trends and the salability of new products and services. You agree to cooperate in these efforts by participating in our customer surveys and market research programs if requested by us. All customer surveys and market research programs will be at our sole cost and expense or charged to the Brand Fund unless such survey or program has been approved by you and you have approved its proportionate cost. You must not test any new product or service without first being requested to by us and signing a test letter agreement in a form satisfactory to us.

(7) You must utilize our Approved Supplier of music at your Squeeze Shop at your expense. Currently, the costs associated with our Approved Supplier of music are included with your Technology Fee.

(8) We and our affiliates disclaim all express or implied warranties concerning any approved Goods, Materials, Proprietary Products, Proprietary Services, or other goods, materials, or services, including, without limitation, any warranties as to merchantability, fitness for a particular purpose, availability, quality, pricing, or profitability. You acknowledge that we and our affiliates may, under appropriate circumstances, receive fees, commissions, rebates, royalties, or other consideration from suppliers based on sales to you and we may use any amounts received without restriction and for any purpose we and our affiliates deem appropriate. We may charge non-approved suppliers reasonable testing or inspection fees.

(C) Shop Systems.

(1) You agree to purchase from us, or an Approved Supplier of our choice, and use the Shop Systems we specify, which includes such equipment, computer hardware, routers, high speed Internet and/or communications connections, printers and related accessories or peripheral equipment as we specify in the Manual or otherwise. The Shop Systems include web-based scheduling, reservation, and payment systems. You must provide all assistance, maintenance, and support required to utilize the Shop Systems at your Shop. You agree that we any data and information generated, collected, retrieved, maintained, or polled from your Shop Systems belongs to us. You must maintain and use a Squeeze Shop email address that we assign to you.

(2) You acknowledge that the Shop Systems are designed to accommodate a finite amount of data and operate with certain performance parameters, and that, as these limits are reached, or as technology or software is developed in the future, we may, in our sole discretion, mandate that you (at your expense): (a) add memory, accessories or peripheral equipment or additional, new or substitute software to the your computers and related hardware and software; and (b) replace or upgrade the Shop Systems with a larger system capable of assuming and discharging the electronic and/or digital related tasks and functions specified by us. You acknowledge that that we may desire to make substantial modifications to the Shop Systems or to require installation, subscription, or adoption of entirely different systems during the term of this Agreement. Within 60 days after you receive notice from us, you agree to obtain, subscribe,

download, and/or install the new or updated systems that we designate. If we install these components for you, you must pay our then-current installation fees and any travel, living and other expenses incurred by our personnel.

(3) You agree that we or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We and our affiliates may charge you fees for any proprietary software or technology that we or our affiliates license to you and for other maintenance and support services that we or our affiliates provide during the term of this Agreement.

(4) You must obtain a maintenance service agreement with an Approved Supplier of technology support services and use and maintain the Shop Systems according to our System Standards, you will have sole and complete responsibility for: (a) the acquisition, operation, maintenance, and upgrading of the Shop Systems; (b) the manner in which your Shop Systems interface with our and any third party's computer system; and (c) any and all consequences if the Shop Systems is not properly operated, maintained, and upgraded. You may not install any software (including, but not limited to, virus and spam filters and firewalls) other than authorized upgrades or make any hardware modifications to the Shop Systems without our prior written consent.

(5) To ensure full operational efficiency and communication capability between our computers and your computer, you agree, at your expense, to keep your computer in good maintenance and repair and to make additions, changes, modifications, substitutions and replacements to your computer hardware, software, telephone and power lines and other computer-related facilities as directed by us, and on the dates and within the times specified by us in our sole discretion. Upon termination or expiration of this Agreement, all computer software, storage media, drives, hardware, and software must be returned to us in good operating condition, excepting normal wear and tear.

(D) Non-Cash Payment Systems.

(1) You must accept all forms of payment that we specify including but not limited to membership credits or points, debit cards, credit cards, stored value, loyalty cards, gift cards, or other non-cash payment systems specified by us or as set forth in our Manual to enable customers to purchase products and services.

(2) You must participate in and honor the terms of any membership, discount, loyalty, or promotional program (including gift card, loyalty, and discount programs that are applicable to the Squeeze System as a whole, specific markets, or certain Squeeze Shops only) that we offer to the public on your behalf and shall be responsible for the fees payable in conjunction with the operation of these programs. You agree that you will take all action necessary (including the supply to us of all information and the purchase of any supplies, equipment, or services) to participate in any discount or promotional programs.

(E) Condition and Appearance of your Squeeze Shop.

(1) You must routinely maintain and continuously operate your Squeeze Shop and all furniture, fixtures, equipment, furnishings, floor coverings, interior and exterior signage, building interior and exterior, interior, and exterior lighting, landscaping, and parking lot surfaces in first-class condition and repair in accordance with the requirements of the System, including all ongoing necessary remodeling, redecorating, refurbishing and repairs. In that regard, you agree to undertake, without limitation, the

following actions during the term of this Agreement: (a) frequent safety inspection of the Premises including, but not limited to, all equipment, tables, products, and other items used in the operation of your Squeeze Shop; (b) thorough cleaning, repainting, and redecorating of the interior and exterior of the Premises at intervals we prescribe including resurfacing of the parking lot, roof repairs, and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment, technology, and décor; (c) interior and exterior repair of the Premises; and (d) repair or replacement of damaged, worn out, obsolete or unsafe equipment or technology.

(2) You will place or display at the Premises (interior and exterior) only those signs (including neon), emblems, photographs, designs, artwork, lettering, logos, and display and advertising materials that we from time to time approve. You must not make any material alterations to your Squeeze Shop that may, in our reasonable discretion, negatively impact operations or the image of the System without our prior written consent. It is your responsibility to keep the Premises, equipment used at the Premises, your staff, and your customers safe and secure. We may from time to time provide information to you regarding safety and security, but we have no obligation to do so.

(3) If, at any time in our reasonable judgment, the general state of repair, condition, appearance or cleanliness of the Premises of your Squeeze Shop or its fixtures, furnishings, equipment, technology, or signs does not meet our System Standards, we have the right to notify you, specifying the action you must take to correct the deficiency. You will have 30 days to make these corrections. If you do not initiate action to correct such deficiencies within this 30-day period, we have the right, in addition to all other remedies, to enter the Premises and do any required maintenance or refurbishing on your behalf, at your expense, and you agree to reimburse us on demand for any expenses we incur in that connection. If we make a reasonable determination that the continued operation of your Squeeze Shop by you will result in imminent danger to public health or safety, we may terminate this Agreement pursuant to Section 19(B)(10) or, in our sole discretion, we may require you to close your Squeeze Shop temporarily to make the necessary repairs or alterations.

(4) Upon receipt of notice from us, you agree to remodel, expand, redecorate, reequip and/or refurnish the Premises and your Squeeze Shop to conform your Squeeze Shop to the image of the System for new Squeeze Shops. If any single modification exceeds $10,000, then you will have 6 months to comply with such modifications. Except as described below, we will not require a major redesign of your Squeeze Shop that will cost more than $10,000 more than twice during the Initial Term of this Agreement. In the event we determine, in our sole discretion, that you cannot amortize the cost of the major redesign over the remaining years of the Initial Term, we may agree to extend the Initial Term of this Agreement. If a major redesign of the Premises is required by the Americans with Disabilities Act or any new safety standards that are enacted by Squeeze Franchising or any governmental or regulatory agency, you will be required to complete that redesign, regardless of the cost of compliance.

(F) Maximum Operation of your Squeeze Shop.

(1) During the term of this Agreement, you must use the Premises solely for the operation of your Squeeze Shop and you must maintain sufficient inventories, adequately staff each shift with qualified employees, and continuously operate your Squeeze Shop at its maximum capacity and efficiency for the minimum number of days and hours set forth in the Manual or as we otherwise prescribe in writing. As of the Effective Date, your Squeeze Shop must be open and available for services and products as well as customer service calls seven (7) days and 84 hours per week.

(2) You must immediately resolve any customer complaints regarding the quality of service, products, and/or cleanliness of your Squeeze Shop or any similar complaints. When any customer complaints cannot be immediately resolved, you must use commercially reasonable efforts to resolve the

customer complaints as soon as practical and you must, whenever feasible, give the customer the benefit of the doubt. If we, in our sole discretion, determine that our intervention is necessary or desirable to protect the System or the goodwill associated with the System, or if we, in our sole discretion, believe that you have failed adequately to address or resolve any customer complaints, we may, without your consent, resolve any complaints and charge you an amount sufficient to cover our reasonable costs and expenses in resolving the customer complaints, which amount you must pay to us immediately on demand.

(G) Compliance with Laws and Good Business Practices. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of your Squeeze Shop and any other licenses applicable to your management and personnel. You must operate your Squeeze Shop in full compliance with all applicable laws, ordinances, and regulations, including, without limitation, government regulations relating to occupational hazards, health, worker's compensation, and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You must notify us in writing within 5 days of the commencement of any proceeding or the issuance of any decree of any court or government agency that may adversely affect the operation of your Squeeze Shop or your financial condition or give rise to liability or a claim against you or us. You must follow and abide by the crisis management information contained in the Manual.

(H) Management and Staffing of your Squeeze Shop.

(1) Your Squeeze Shop must at all times be under the on-premises supervision of you or your Operating Principal, General Manager, or a manager of your Squeeze Shop that we have approved and who has completed and been certified by our Initial Training Program. You must keep us informed at all times of the identity of any supervisory employee(s) acting as managers of your Squeeze Shop. Your managerial personnel must devote their full time and commercially reasonable efforts to the management and supervision of your Squeeze Shop.

(2) You, your Operating Principal, and/or General Manager must manage and provide general oversight of your Squeeze Shop. You or your Operating Principal must remain active in overseeing the operations of your Squeeze Shop, including, without limitation, regular, periodic visits to your Squeeze Shop and sufficient communications with us to ensure that the operations of your Squeeze Shop comply with the System Standards promulgated by us from time to time in the Manual or otherwise in written or oral communications to you.

(3) If your Operating Principal does not meet our qualifications and requirements regarding experience in the spa industry, you will be required, prior to opening your Squeeze Shop for business, to retain a General Manager that meets our qualifications and requirements. Our qualifications and requirements are identified in our Manual.

(4) Your Squeeze Shop must at all times be operated by the number of staff members and managerial personnel that we designate or as required by any applicable government regulations. You must hire all employees of your Squeeze Shop and be exclusively responsible for the terms of their employment and compensation, and for the proper training of such employees in the operation of your Squeeze Shop, in human resources, and customer relations. You must establish at your Squeeze Shop a training program for all employees that meets our standards.

(5) You must conduct appropriate criminal background checks and due diligence on all employees of your Squeeze Shop to determine that your employees meet the high ethical standards necessary for working in a professional therapeutic studio offering massage and other services. You must comply with all state and local laws and regulations regarding the staffing and on-premises management of personnel including, but not limited to, any required licenses and any regulations dealing with providing

professional therapeutic massage and body services, and skincare services. You must employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of Squeeze Shops and the System and, while on duty, comply with the dress attire, personal appearance and hygiene standards set forth in the Manual.

(I) Insurance.

(1) You will be responsible for all loss or damage arising from or related to your development and operation of your Squeeze Shop, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the Premises, or in connection with the development and/or operation of your Squeeze Shop. You must obtain from a Squeeze Franchising approved broker or carrier, and maintain in full force and effect throughout the term of this Agreement that insurance which you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of your Squeeze Shop, which shall include, at a minimum, the following:

(a) Commercial General Liability insurance written on an occurrence form, including but not limited to the following coverage levels: $1,000,000 Each Occurrence; $1,000,000 Personal & Advertising Injury $2,000,000 General Aggregate; and $1,000,000 Products/Completed Operations Aggregate.

(b) Professional Liability: $1,000,00 Each Claim; $2,000,000 Aggregate

(c) Sexual Abuse / Misconduct / Molestation: $1,000,000 Each Claim; $1,000,000 Aggregate

(d) Employment related practices liability insurance, including third party coverage: $1,000,000 per occurrence; $1,000,000 aggregate. Such insurance must include a deductible of no more than $10,000 unless we approve a higher deductible in writing.

(e) Commercial automobile insurance written on a combined single limit basis for bodily injury and property damage: $1,000,000 per accident. Such insurance shall include coverage for hired, and non-owned automobiles and shall include additional insured and waiver of subrogation endorsements in favor of Franchisor.

(f) Commercial umbrella or excess liability that, at a minimum, sits over the Commercial General Liability, Commercial automobile insurance, and Employers liability policies: $2,000,000 per occurrence; $2,000,000 aggregate.

(g) Property insurance coverage: Coverage for replacement costs of all Franchisee-owned contents and tenant improvements, and business interruption insurance for a period adequate to re-establish normal business operations, not to be less than twelve months. All property related coverage shall be written on special causes of loss forms with deductibles not to be greater than $5,000 per occurrence.

(h) Workers' compensation: (Coverage A) with statutory limits complying with the laws of the applicable state, and employer's liability; (Coverage B) with limits not less than

$1,000,000 per accident, $1,000,000 disease policy limit, and $1,000,000 disease per employee. Such insurance shall include a waiver of subrogation endorsement in favor of Franchisor.

(i) Such other insurance as may be required by us from time to time or by the Landlord of the Squeeze Shop, and by the state or locality in, which the Squeeze Shop is located. All required insurance coverages may be obtained by separate primary policies, or in combination with umbrella or excess liability policies.

(2) The insurance policies described above must: (i) be written on a primary and non-contributory basis; (ii) have a deductible equal to or less than stated above; (iii) grant a Waiver of Subrogation in favor of Franchisor; and (iv) grant Additional Insured status to Franchisor.

(3) The types and amount of insurance listed above represent the minimum coverage you are required to secure prior to opening your Squeeze Shop. You may secure additional insurance. Additionally, local law and/or your Lease may require additional types of insurance and/or greater amounts of coverage. To the extent that your Lease requires additional policies and/or amounts of coverage, your Lease shall control although you are obligated to have each type of insurance identified above.

(4) All insurance policies must be purchased through an agent or broker on our Approved Supplier list and be written by an insurance company that meets our approval. We may from time to time increase the minimum required coverage and/or require different or additional insurance coverage (including an additional umbrella liability insurance policy) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. We will provide you written notice of such modifications and you must take prompt action to secure the additional coverage or higher policy limits. All insurance policies must name us and any affiliates we designate as additional named insureds and provide for 30 days' prior written notice to us of a policy's material modification, cancellation, or expiration.

(5) At least 10 days prior to commencing construction of your Squeeze Shop (or, if you are acquiring an existing Squeeze Shop, 10 days prior to the transfer of ownership interests) and annually thereafter, you promise to submit to us a copy of your Certificates of Insurance or other evidence of your maintaining this insurance coverage and paying premiums. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain such insurance for you and your Squeeze Shop on your behalf, in which event you must cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

(J) Notification of Claims. You must notify us in writing within 5 days of receipt of notice of any health or safety violation, the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, or occurrence of any accident or injury which may adversely affect the operation of your Squeeze Shop or your financial condition or give rise to liability or a claim against you or us.

(K) Right to Inspect your Squeeze Shop. You acknowledge and agree that we have the right, upon reasonable notice to you, to inspect your Squeeze Shop (the "Inspection"). Our right to inspect your Squeeze Shop shall include the right to conduct reasonable inspections of your operations, marketing, safety systems and programs, financial systems, maintenance, and necessary repairs of your Squeeze Shop. A report and score may be generated as part of the Inspection. A copy of the report and score will be provided to you as well as to the Squeeze Franchising corporate office. A failing score on an Inspection shall be a default of the Franchise Agreement and, subject to the terms of Section 19(C), be grounds for termination of the Franchised Agreement.

(L) Pricing. To the fullest extent permitted by law, we may impose minimum, maximum, or required pricing for services or products offered or sold from or at your Shop.

13. MARKS

(A) Ownership and Goodwill. Your right to use the Marks is derived only from this Agreement and is limited to your operating your Squeeze Shop at the Premises according to this Agreement and all System Standards we prescribe during the term of this Agreement. You acknowledge and agree that your use of the Marks and any goodwill established by that use are exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate your Squeeze Shop under this Agreement). You may not at any time during or after this Agreement's term contest or assist any other person in contesting the validity, or our ownership, of the Marks.

(B) Limitations on Your Use of Marks.

(1) You agree to use the Marks as the sole identification of your Squeeze Shop, except that you agree to identify yourself as its independent operator in the manner we prescribe. Unless you obtain our prior written consent, you may not use any Mark, any derivatives of the Marks or similar mark: **(a)** as part of any corporate or legal business name; **(b)** with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you); **(c)** in selling any unauthorized services or products; or **(d)** in any other manner that we have not expressly authorized in writing.

(2) You may not use any Mark in advertising the transfer, sale, or other disposition of your Squeeze Shop or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe at your Squeeze Shop and on forms, advertising, supplies, and other materials we designate. You must ensure that the Marks bear the "®", "™", or "SM" symbol, as we prescribe from time to time. You agree to give the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

(C) Use of Marks on Internet. You may not use the Marks on any Internet domain name, e-mail address, Internet Website, or social media platform without our prior written consent. We may grant or withhold our consent in our sole discretion We may, upon written notice to you, require you to retain a Designated Supplier of social media, public relations, and digital marketing services ("Social Media Services"). There may be a fee payable to such Designated Supplier in connection with Social Media Services. You will be required to retain and utilize such Designated Supplier(s) upon written notice from us.

(D) Notification of Infringements and Claims. You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark or of any person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for your costs of taking any action that we have asked you to take.

(E) Discontinuance of Use of Marks. If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute Marks, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing your Squeeze Shop' signs or any printed collateral, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute Mark.

(F) Indemnification for Use of Marks. We agree to reimburse you for all damages and expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding, and you have used the Mark(s) in compliance with this Agreement, the Manual, and any other directives from us. At our option, we may defend and control the defense of any proceeding arising from your use of any Mark under this Agreement.

14. YOUR ORGANIZATIONAL STRUCTURE

(A) Representations.

(1) If you are a corporation, a limited liability company or a partnership ("Entity"), you make the following representations and warranties: (a) you are duly organized and validly existing under the laws of the state of formation; (b) you are qualified to do business in the state, county, and city in which your Squeeze Shop is located; (c) execution of this Agreement and the development and operation of your Squeeze Shop is permitted by your governing documents; (d) unless waived in writing by us, your Articles of Incorporation, Articles of Organization or written partnership agreement must at all times provide that your activities are limited to the development and operation of Squeeze Shops and other businesses operated by you that are franchised by us or our affiliates; and (e) all interests in you are owned as set forth in attached Exhibit 4; (f) each person owning 20% interest in Franchisee has executed a guaranty agreement (Exhibit 5) undertaking to be bound by the provisions of the Franchise Agreement.

(2) If you are an individual, a group of individuals, or a partnership comprised solely of individuals, you make the following additional representations and warranties: (a) each individual has signed this Agreement; (b) each individual will be jointly and severally bound by, and personally liable for the timely and complete performance and default of, each and every provision of this Agreement; and (c) notwithstanding any transfer for convenience of ownership, each individual will continue to be jointly and severally bound by, and personally liable for the timely and complete performance and default of, each and every provision of this Agreement.

(B) Governing Documents. If you are an Entity, then you must provide to us copies of your organizational and governing documents ("governing documents"). When any of these governing documents are modified or changed, you must promptly provide copies to us. You must maintain a current list of all of your owners, members, or partners (and the percentage ownership of each owner, member, or partner). You must comply with Section 16(B). prior to any change in ownership interests and sign and deliver to us a revised Exhibit 4 to reflect any permitted changes in the information that Exhibit 4 now contains. If you are an Entity, you must maintain stop-transfer instructions against the transfer on your records of any voting securities, membership interests or ownership interests. If you are a publicly-held corporation these requirements will apply only to the stock owned by your shareholders who have an ownership interest in you in excess of 10%.

(C) Personal Guaranty. Each of your owners who hold an ownership interest in you of more than 20% at any point during the term of this Agreement must sign a guaranty in the form we prescribe

undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Our current form of guaranty is attached as Exhibit 5.

(D) Operating Principal.

(1) If you are an entity, you will appoint one of your owners (the "Operating Principal") to be our principal point of contact. The Operating Principal will be the person with whom we will communicate on all major policy, financial, management, and operational matters, and the only person that we will recognize as having authority to communicate for and on your behalf.

(2) We recommend that you (or the Operating Principal if you are an entity) hire a General Manager that satisfies our requirements. We require you (or the Operating Principal if you are an entity) to personally participate and assist in managing the day-to-day operations alongside your General Manager. We expect the Operating Principal to supervise the General Manager and to oversee the Shop. You may not change the Operating Principal without our prior written consent.

(3) You (or the Operating Principal if you are an entity) and your General Manager will be required to complete the Initial Training Program to our satisfaction (prior to undertaking any management responsibilities). We will not unreasonably withhold our approval of any General Manager you propose, provided the General Manager has completed our Initial Training Program and otherwise demonstrates an understanding of our System standards and specifications for daily operations of a Shop.

(4) If the franchisee is a business entity, we do not require the General Manager to own an interest in the entity, but the General Manager must sign our prescribed form of Confidentiality Agreement.

(5) Your Shop must, at all times, be managed by at least one (1) individual who has successfully completed our Initial Training Program. In the event that you operate more than one Shop, you must have a properly trained General Manager at each Shop you own and operate. You must keep us informed at all times of the identity of any personnel acting as General Manager and obtain our approval before substituting a new General Manager at any of your locations.

(6) If the Operating Principal no longer qualifies as such, you must designate another qualified person to act as Operating Principal within 30 days after the date the prior Operating Principal ceases to be qualified. Your designee to become the Operating Principal must successfully complete our Initial Training Program and any additional training we require within 30 days after being designated as your Operating Principal.

(E) General Manager.

(1) While we recommend that you (or the Operating Principal if you are an entity) personally participate and manage the day-to-day operations of your Shop, you may hire a General Manager to manage daily operations with our approval. You (or the Operating Principal if you are an entity) and your General Manager will be required to complete the Initial Training Program to our satisfaction (prior to undertaking any management responsibilities). Your General Manager must devote full time and commercially reasonable efforts to the management and supervision of your Squeeze Shop and must not engage in any other business or activity, other than operation of your Squeeze Shops, that requires substantial management responsibility. The General Manager must be approved by us and must successfully complete and be certified in our training programs. If the General Manager no longer qualifies as such, you must designate another qualified person to act as General Manager within 30 days after the date the prior General Manager ceases to be qualified. Your designee to become the General Manager must

successfully complete and be certified by us in the Initial Training Program and any additional training that we require within 30 days after being designated as your General Manager.

(2) We will not unreasonably withhold our approval of any General Manager you propose provided the General Manager has completed our Initial Training Program and otherwise demonstrates an understanding of our System standards and specifications for daily operations of a Shop.

(3) If the franchisee is a business entity, we do not require the General Manager to own an interest in the entity, but the General Manager must sign our prescribed form of Confidentiality Agreement. Your Shop must, at all times, be managed and staffed with at least one (1) individual who has successfully completed our Initial Training Program. In the event that you operate more than one Shop, you must have a properly trained General Manager at each Shop you own and operate. You must keep us informed at all times of the identity of any personnel acting as General Manager and obtain our approval before substituting a new General Manager at any of your locations.

(F) Lead Therapist. Regardless of whether you have a General Manager, you must appoint and engage a massage therapist that has participated in and completed that Therapist Training portion of the Initial Training Program as your "Lead Therapist" that will be responsible for, among other things, ensuring that all other massage therapists are properly trained with the System materials and information provided.

15. TRANSFER BY US. We have the absolute, unrestricted right, exercisable at any time, to change our ownership or form and/or transfer and assign all or any part of our rights and obligations under this Agreement to any person or legal entity without your consent. After our transfer or assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement.

16. TRANSFER BY YOU

(A) Transfer Generally. You understand and acknowledge that the rights and duties this Agreement creates are personal to you (or, if you are an Entity, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, neither you nor any immediate or remote successor to any part of your interest in this Agreement, nor any individual or Entity which directly or indirectly controls you may sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in you, this Agreement, the Franchise, your Squeeze Shop, the Assets of your Squeeze Shop, the Premises, the Lease or any other assets pertaining to your operations under this Agreement (collectively "Transfer") without our prior written consent. Except as otherwise provided in this Agreement, any purported Transfer, by operation of law or otherwise, not having our prior written consent will have no effect with regard to us and will constitute a material default of this Agreement, for which we may terminate this Agreement without providing you an opportunity to cure the default.

(B) Conditions for Approval of Transfer.

(1) You must advise us in writing of any proposed Transfer, submit (or cause the proposed transferee to submit) a franchise application for the proposed transferee, submit a copy of all contracts and all other agreements or proposals, and submit all other information requested by us, relating to the proposed Transfer. Along with that required information, you must pay to us a transfer fee equal to twenty-five percent of our then current initial franchisee fee provided that the transfer fee shall not exceed $12,500 ("**Transfer Fee**"). The Transfer Fee is non-refundable, however, if the proposed Transfer transaction does not close, then we shall apply the Transfer Fee against the transfer fee for any subsequent Transfer that you close within the 12-month period following your initial Transfer application. If we do not

exercise our right of first refusal (as set forth in Section 16(G)), the decision as to whether or not to approve a proposed Transfer will be made by us in our sole discretion and will include numerous factors deemed relevant by us. These factors may include, but will not be limited to, the following:

(2) the proposed transferee meets our then-current standards for new franchisees and has sufficient business experience, aptitude, and financial resources to operate your Squeeze Shop;

(3) you have paid all amounts owed to us, our affiliates, and third party vendors and suppliers, have submitted all required reports and statements, and are not in default of this Agreement;

(4) neither the proposed transferee nor its owners or affiliates have an ownership interest (direct or indirect) in or perform services for a Competing Business (as defined in Section 18(B)(1));

(5) the proposed transferee (or its Operating Principal) satisfactorily completes our Initial Training Program (and any other required training programs we require) and pays any then-current training fees;

(6) the proposed transferee has demonstrated an ability to obtain possessory rights in the Premises;

(7) you have corrected any existing deficiencies of your Squeeze Shop of which we have notified you, and/or the proposed transferee agrees to upgrade, remodel, and refurbish your Squeeze Shop in accordance with our then current requirements and specifications for Squeeze Shops within the time period we specify following the effective date of the Transfer (we will advise the proposed transferee before the effective date of the Transfer of the specific actions that are required and the time period within which such actions must be taken);

(8) if you or your owners finance any part of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in your Squeeze Shop are subordinate to the transferee's obligation to pay Royalties, Brand Fund contributions, and other amounts due to us, our affiliates, and third party suppliers and vendors and otherwise to comply with this Agreement; and

(9) you (and your transferring owners) must sign a general release, in a form satisfactory to us, of any and all claims against us and our affiliates, officers, directors, employees, and agents.

(10) you modify and/or upgrade certain fixtures, equipment, features, and computer hardware or software to our then current standards prior to the closing of the proposed Transfer.

(11) If we approve a proposed Transfer, prior to the Transfer becoming effective:

(a) you or the proposed transferee must pay to us the balance of the nonrefundable Transfer Fee, to reimburse us for reasonable expenses associated with reviewing the Transfer. The Transfer Fee will be waived if the proposed transferee: (1) is an Entity formed by you for the convenience of ownership as set forth in Section 16(C).; or (2) has obtained your Squeeze Shop as a result of your death or permanent incapacity as provided in Section 16(D);

(b) if the franchise candidate for the Transfer comes through the investigation process with a franchise sales broker that we have retained, then the transferee must pay our then-current

Initial Franchise Fee. This enables us to pay the additional costs we incur, including the payment of the broker's commission.

(c) you and the proposed transferee must sign, at our election, either an assignment agreement and any amendments to this Agreement deemed necessary or desirable by us to reflect the Transfer or our then-current standard form of franchise agreement for a term ending on the expiration date of the Initial Term of this Agreement. In either event, if the proposed transferee is an Entity, the transferee must complete Exhibit 4 as required by Section 14(B). and all individuals who hold or will hold an ownership interest in Franchisee of more than 20% must sign the guaranty attached as Exhibit 5;

(d) the proposed transferee must sign our then-current license agreements or service agreements related to the Shop Systems; and

(e) you (and all of your owners) must, at our request, sign a written guaranty pursuant to which you will remain liable for all obligations to us incurred before the date of the Transfer.

(12) Following the effective date of the Transfer:

(a) you and your transferring owners agree not to engage in any of the activities proscribed Section 18(B). below, for the Restricted Period in the Restricted Area; and

(b) you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Squeeze Shops you own and operate) identify yourself or themselves or any business as a current or former Squeeze Shop or as one of our franchisees; use any Mark, any colorable imitation of a Mark, or other indicia of a Squeeze Shop in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us.

(C) Transfer for Convenience of Ownership. If you are an individual or a partnership and you would like to Transfer this Agreement to a corporation or limited liability company formed exclusively for the convenience of ownership, the requirements of Section 16(B). will apply to such a Transfer; however, you will not be required to pay a Transfer Fee. Our approval also will be conditioned on the following: (1) the corporation or limited liability company must be newly organized; (2) prior to the Transfer, we must receive a copy of the documents specified in Section 14(B). and the transferee must comply with the remaining provisions of Section 14; (3) you must own all voting securities of the corporation or membership interests of the limited liability company or, if you are owned by more than one individual, each person must have the same proportionate ownership interest in the corporation or the limited liability company as prior to the Transfer; and (4) you and your owners must agree to remain personally liable under this Agreement as if the Transfer to the corporation or limited liability company did not occur.

(D) Transfer upon Your Death or Permanent Incapacity. If the Transfer is a transfer of ownership interests in you following the death or permanent incapacity (as reasonably determined by us) of one of your owners, that person's executor, administrator, or other personal representative must apply to us in writing within 90 days after death or declaration of disability for consent to Transfer this person's interest to a third party that we have approved. We do not charge a Transfer Fee under this Section 16(D). That Transfer must be completed within a reasonable time, not to exceed 6 months from the date of death or disability and is subject to all of the terms and conditions in this Section 16. A failure to Transfer your interest in this Agreement or the Operating Principal's ownership interest in you within this time period will constitute a default of this Agreement.

(E) No Rights to Grant a Security Interest. You may not grant any security interest in your business entity, your Squeeze Shop, the Premises, or the Assets without our prior written consent. Our approval may be conditioned, in our sole discretion, on the written agreement by the secured party that, in the event of a default by you under any agreement related to the security interest, we will have the right and option (but not the obligation) to purchase the rights of the secured party upon payment of the fair market value of the secured assets.

(F) Effect of Consent to Transfer. Our consent to any Transfer is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of your Squeeze Shop' or the transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand your and your transferee's full compliance with this Agreement.

(G) Our Right of First Refusal.

(1) We have the right, exercisable within 10 days after receipt of the notice specified in Section 16(B)(1) to send written notice to you that we intend to purchase the interest proposed to be transferred. We may assign our right of first refusal to someone else either before or after we exercise it. Our right of first refusal will not apply with regard to Transfers for Convenience of Ownership under Section 16(C). If the Transfer is proposed to be made pursuant to a sale, we or our designee may purchase the interest proposed to be transferred on the same economic terms and conditions offered by the third-party. Closing on our purchase must occur within 60 days after the date of our notice to the seller electing to purchase the interest. If we cannot reasonably be expected to furnish the same consideration as the third-party, then we may substitute the reasonable equivalent in cash. If the parties cannot agree within 30 days on the reasonable equivalent in cash, we will designate, at our expense, an independent appraiser, and the appraiser's determination will be final. Any material change in the terms of the offer from a third party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer.

(2) If a Transfer to which our right of first refusal applies is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value determined by the appraiser. Closing on the purchase will occur within 30 days after our notice to the transferor of the appraisers' determination of fair market value.

(3) If we elect not to exercise our rights under this Section 16(G), the transferor may complete the Transfer after complying with this Section 16. Closing on the Transfer must occur within 60 days of our election (or such longer period as applicable law may require); otherwise, the third-party's offer will be treated as a new offer subject to our right of first refusal. The Transfer is conditional upon our determination that the Transfer was completed on terms substantially the same as those offered to us. You must provide to us copies of all fully-executed agreements and any other information we request relating to the Transfer.

(H) Public Offering. Securities or partnership interests in you may be sold, by private or public offering, only with our prior written consent (whether or not our consent is required under any other provision of this Section), which consent will not be unreasonably withheld. In addition to the requirements of Section 16(B), prior to the time that any public offering or private placement of securities or partnership interests in you is made available to potential investors, you at your expense, must deliver to us a copy of the offering documents. You, at your expense, also must deliver to us an opinion of your legal counsel and an opinion of one other legal counsel selected by us (both of which shall be addressed to us and in a form acceptable to us) that the offering documents properly use the Marks and accurately describe your relationship with us and/or our affiliates. The indemnification provisions of Section 23 shall also include

any losses or expenses incurred by us and/or our affiliates in connection with any statements made by or on behalf of you in any public offering or private placement of your securities.

17. GENERAL RELEASE. You (on behalf of yourself and your subsidiaries and affiliates), all individuals who execute this Agreement and all guarantors of your obligations under this Agreement (collectively "Franchisee Releasors") freely and without any influence forever release and covenant not to sue us, our parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities (collectively "Squeeze Franchising Releasees"), with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively "Released Claims"), which you or any Franchisee Releasor now own or hold or may at any time have owned or held, including, without limitation, Released Claims arising under federal, state and local laws, rules and ordinances, and Released Claims arising out of, or relating to this Agreement and all other agreements between you or any Franchisee Releasor and any Squeeze Franchising Releasee, the sale of a franchise to you or any Franchisee Releasor, the development and operation of your Squeeze Shop and the development and operation of all other Squeeze Shops operated by you or any Franchisee Releasor that are franchised by any Squeeze Franchising Releasee. This General Release does not release any claims arising from representations made in our Franchise Disclosure Document or its exhibits or otherwise impair or affect any Released Claims arising after the date of this Agreement. You (on behalf of the Franchisee Releasors) expressly agree that, with respect to this release, any and all rights granted under Section 1542 of the California Civil Code are expressly waived, to the extent applicable. That Section reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

18. COVENANTS

(A) Confidential Information. During and after the Term, you may not communicate, divulge, or use for any purpose other than the operation of your Squeeze Shop any Confidential Information, knowledge, trade secrets or know-how which may be communicated to you or which you may learn by virtue of your relationship with us ("Confidential Information"). You may divulge Confidential Information only to your professional advisers and to your employees who must have access to the information to operate your Squeeze Shop. All Confidential Information, relating to us, our business plans, or the System are deemed confidential for purposes of this Agreement, except information that you can demonstrate came to your attention by lawful means prior to our disclosure; or which, at the time of our disclosure to you, had become a part of the public domain. You must require your Operating Principal and key employees and any other person or entity you wish to disclose any Confidential Information to sign agreements, in a form acceptable to us, that they will maintain the confidentiality of the disclosed information. The agreements must identify us as a third-party beneficiary with the independent right to enforce the agreements.

(B) Restrictions.

(1) You acknowledge and agree that: (a) pursuant to this Agreement, you will have access to the Confidential Information; (b) the System and the opportunities, associations and experience established by us and acquired by you under this Agreement are of substantial and material value; (c) in developing the System, we and our affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; (d) we would be unable to adequately protect the

System and the Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among Squeeze Shops if our franchisees were permitted to hold interests in "Competing Businesses" (which are defined as businesses that provide therapeutic massage and body services, and/or skincare services, and related retail products). You acknowledge that restrictions on your right to hold interests in or perform services for Competing Businesses will not hinder your activities. You and your owners expressly acknowledge that you each possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the restrictions contained in this Section will not deprive you of your personal goodwill or ability to earn a living.

(2) You therefore agree that, during the term of this Agreement and for the "Restricted Period" following the expiration or earlier termination of this Agreement, you and your owners will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, limited liability company, or other entity:

(a) own, maintain, operate, engage in, franchise or license, advise, help, make loans to, or have any direct or indirect controlling or non-controlling interest as an owner (whether of record, beneficially, or otherwise) or be or perform services as a partner, director, officer, manager, employee, consultant, representative, or agent in any Competing Business;

(b) knowingly employ or seek to employ any person then employed by us or employed by any Squeeze Shop franchisee as a manager or higher level position, or otherwise directly or indirectly induce such person to leave his or her employment without our prior written consent; or

(c) divert or attempt to divert, by direct or indirect inducement or otherwise, any actual or potential business or customer of any Squeeze Shop to a Competing Business.

(3) For purposes of this Agreement, the term "Restricted Period" shall be two (2) years from the date the Franchise Agreement expires or is terminated; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end one (1) year from the date the Franchise Agreement expires or is terminated; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end six (6) months from the date the Franchise Agreement expires or is terminated.

(4) During the term of this Agreement, there is no geographical limitation on the restrictions contained in this Section 18(B). During the Restricted Period, these restrictions will apply at the Premises; within the Protected Area; within a 5-mile radius of the outer boundaries of the Protected Area; and within 5 miles of any other Squeeze Shop in operation or under construction on the later of: (i) the date of the termination or expiration of this Agreement (the "Restricted Area"); or (ii) the date on which all persons restricted by Section 18(B) begin to comply with Section 18(B).

(5) If, at any time during the Restricted Period, you or your owners fail to comply with your obligations contained in this Section 18(B), that period of noncompliance will not be credited toward the satisfaction of your obligations under this Section 18(B). These restrictions also apply after Transfers, as provided in Section 16(B)(12) above. Equity ownership of less than 2% of a Competing Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this Section 18(B).

(6) If any restriction in this Section 18(B). is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the

laws and public policies applied in the jurisdiction whose law determines the covenant's validity. Specifically, if any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable.

(7) You agree to obtain similar covenants from the personnel and persons we specify, including your officers, directors, managers, and other employees who attend our training programs or have access to Confidential Information and your immediate family members (which include spouses and domestic partners and such other persons as we may specify following our review of your franchise application and proposed operations and ownership structure). We have the right to regulate the form of agreement that you use and to be a third party beneficiary of that agreement with independent enforcement rights.

19. TERMINATION

(A) Termination by You. Franchisee may terminate this Franchise Agreement upon the material default by Franchisor of one or more provisions of this Franchise Agreement provided that the Franchisee provides written notice of the default to Franchisor along with no less than sixty (60) days to cure the default. If the default outlined in Franchisee's notice of default cannot be cured within sixty (60) days and Franchisor is making commercially reasonable efforts to cure the default, the cure period shall be extended for an additional sixty (60) days. If you terminate this Agreement, you must still comply with your post-termination obligations described in Section 20 and all other obligations that survive the expiration or termination of this Agreement.

(B) Termination by Franchisor Without Cure Period. In addition to the grounds for termination that may be stated elsewhere in this Agreement, we may terminate this Agreement and the rights granted by this Agreement, upon written notice to you without an opportunity to cure upon the occurrence of any of the following events:

(1) You: (i) do not locate, and sign a Lease or acquisition document for, a site approved by us for the Premises; or (ii) comply with the terms of Section 5; within 12 months of the Effective Date of this Agreement;

(2) you do not open your Squeeze Shop within the time period prescribed in Section 6(E);

(3) you abandon or fail actively to operate your Squeeze Shop for a period of three (3) or more consecutive days, unless you close your Squeeze Shop for a purpose we approve in writing or because of Force Majeure, as defined in Section 25(C);

(4) you become insolvent; you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; your Squeeze Shop is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within 30 days; or any order appointing a receiver, trustee, or liquidator of you or your Squeeze Shop is not vacated within 30 days following the order's entry;

(5) there is a material default by you of any covenant or obligation set forth in Section 18;

(6) any Transfer that requires our prior written consent occurs without your having obtained that prior written consent;

(7) we discover that you made a material misrepresentation or omitted a material fact in the information that you provided to us in connection with our decision to grant a Franchise to you;

(8) you knowingly falsify any report required to be furnished to us; make any material misrepresentation in your dealings with us; or fail to disclose any material facts to us;

(9) if an incident occurs at your Squeeze Shop that involves one of your employees and we discover that you did not conduct adequate due diligence and criminal background checks on that employee;

(10) we make a reasonable determination that continued operation of your Squeeze Shop by you will result in an imminent danger to public health or safety;

(11) you lose the right to occupy the Premises;

(12) you, the Operating Principal, your General Manager, or any of your owners are convicted of, or plead no contest to, a felony charge, a crime involving moral turpitude, or any other crime or offense that is reasonably likely, in our sole opinion, to adversely affect us, our affiliates, the goodwill associated with the Marks, or the System;

(13) you, or your Operating Principal, your General Manager and/or any management personnel of your Squeeze Shop do not satisfactorily complete the Initial Training Program (after we provide a second opportunity as provided in Section 11(A)(2));

(14) your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; you or your owners: (a) remain in default beyond the applicable cure period under, or we terminate, any other agreement with us or our affiliates (provided that, if the default is not by you, we will provide to you written notice of the default and a 30-day period to cure the default); (b) remain in default beyond the applicable cure period under any real estate lease, equipment lease, or financing instrument relating to your Squeeze Shop; (c) remain in default beyond the applicable cure period under any contract with any vendor or supplier to your Squeeze Shop; or (d) fail to pay when due any taxes or assessments relating to your Squeeze Shop or its employees, unless you are actively prosecuting or defending the claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization;

(15) you interfere with our relations with other franchisees or third parties and/or negatively impact our ability to operate and/or grant franchises under our System;

(16) you materially default any representation or warranty set forth in Section 30;

(17) You fail to maintain all insurance policies required by Section 12(I) of this Agreement and/or you allow or communicate your intent to allow any policy of insurance required by this Agreement to expire, lapse, cancel or terminate; or

(18) If you have received two (2) or more notices of default within the previous 12-month period, we may send you a notice of termination upon your next default within that 12-month period without providing you an opportunity to cure the default.

(C) Termination Following Expiration of Cure Period

(1) Except for those items listed in preceding Section 19(B) or 19(C)(2), you will have 30 days after written receipt of notice of default from us within which to remedy any default and provide evidence of that remedy to us. If any default is not cured within that time, this Agreement will terminate without further notice to you effective immediately upon expiration of that time, unless we notify you otherwise in writing. Notwithstanding the foregoing, if the default cannot be corrected within 30 days, you will have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that you promptly begin taking the actions necessary to correct the default during the 30-day cure period and diligently and in good faith pursue those actions to completion. You will be in default under this Section 19(C)(1) for any failure to materially comply with any of the requirements imposed by this Agreement, the Manual or otherwise in writing, or to carry out the terms of this Agreement in good faith.

(2) Notwithstanding the provisions of preceding Section 19(C)(1), if you default in the payment of any monies owed to us or our affiliates when such monies become due and payable and you fail to pay such monies within 5 days after receiving written notice of default or immediately if payment has not been made within 30 days of its due date, then this Agreement will terminate effective immediately upon expiration of that time, unless we notify you otherwise in writing.

(3) Termination Following Inspection. We (or our designee) may periodically conduct inspections of your Squeeze Shop to evaluate your compliance with the System and this Agreement. Following each Inspection, we will provide to you an Inspection report and Inspection score on the Inspection and those conditions at your Squeeze Shop that must be rectified. If you fail to achieve a passing score on an Inspection, the Inspection report will constitute a notice of default. If you fail to achieve a passing score on the next Inspection (which we will conduct at least 30 days after your receipt of the Inspection report for the prior Inspection), we may terminate this Agreement, without opportunity to cure, by providing you written notice of termination along with the Inspection report.

20. OBLIGATIONS UPON TERMINATION OR EXPIRATION

(A) Your Obligations. Upon termination or expiration of this Agreement:

(1) The rights granted to you in the Protected Area immediately will terminate, and we will have the right to operate, or license others to operate, Squeeze Shops anywhere in the Protected Area;

(2) You and your owners must continue to abide by the covenants in Section 18;

(3) Within 15 days, or on any later date that we determine the amounts due to us, you must pay to us, and our affiliates all sums due and owing to us and our affiliates;

(4) You must immediately discontinue all use of the Marks in connection with your Squeeze Shop and of any and all items bearing the Marks; remove the Marks from your Squeeze Shop and from clothing, signs, materials, motor vehicles and other items owned or used by you in the operation of your Squeeze Shop; cancel all advertising for your Squeeze Shop that contains the Marks; and take such action as may be necessary to cancel any filings or registrations for your Squeeze Shop that contain any

Marks. You must comply with this Section 20(A). before any items bearing the Marks are offered for sale or auction by you or your Franchisors or lienholders;

(5) You must immediately cease using any of our Confidential Information (including the Shop Systems or similar technology and digital passwords and identifications that we have licensed or loaned to you or that otherwise are proprietary to us or the System) in any business or otherwise and return to us the Shop Systems, your client list, your telephone numbers, your email addresses, your social media pages, all copies of the Manual, and any other confidential materials that we have loaned you;

(6) Within 30 days, you must deliver to us all signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark, or otherwise identifying or relating to a Squeeze Shop that we request and allow us, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove these items from Squeeze Shop;

(7) You agree to promptly notify social media platforms, and internet service providers of the termination or expiration of your right to use any URLs and domain names, or other numbers or names associated with any Mark; to authorize the transfer of these listings to us or to a third party, at our direction; and/or to instruct the domain name registries and internet service providers to forward all calls, e-mails and electronic communications made to names, numbers or addresses we specify; and

(8) If we do not have or do not exercise an option to purchase the Assets of the Squeeze Shop under Section 21 below, you agree promptly and at your own expense to make the alterations we specify in the Manual (or otherwise) to distinguish your Squeeze Shop clearly from its former appearance and from other Squeeze Shops in order to prevent public confusion. If you fail to promptly make these alterations and modifications, we will have the right (at your expense, to be paid upon your receipt of an invoice from us) to do so without being guilty of trespass or another tort.

(B) Evidence of Compliance. You must furnish to us, within 30 days after the effective date of termination or expiration, evidence (certified to be true, complete, accurate and correct by you or by your chief executive officer if you are a corporation; by your manager, if you are a limited liability company; or by your general partner, if you are a partnership) satisfactory to us of your compliance with Section 20(A).

(C) Prohibition from Engaging in Future Conduct. Upon termination or expiration of this Agreement and your satisfaction of the covenants set forth in Section 18, you agree that you will not, except with respect to a business franchised by us or our affiliates which is then open and operating pursuant to an effective franchise agreement: (1) operate or do business under any name or in any manner that might tend to give the public the impression that you are connected in any way with us or our affiliates or have any right to use the System or the Marks; (2) make, use or avail yourself of any of the materials or Confidential Information furnished or disclosed by us or our affiliates under this Agreement or disclose or reveal any such materials or Confidential Information or any portion of those materials or Confidential Information to anyone else; or (3) assist anyone not licensed by us or our affiliates to construct or equip a business substantially similar to a Squeeze Shop.

(D) Continuing Obligations. All of our and your (and your owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding the expiration or termination and until the obligations are satisfied in full or by their nature expire.

(E) No Exclusive Remedy. No right or remedy conferred upon or reserved to us in this Section 20 is exclusive of any other right or remedy provided or permitted by law or equity.

21. OUR OPTION TO PURCHASE CERTAIN ASSETS OF YOUR SQUEEZE SHOP

(A) Scope. Upon the expiration or termination of this Agreement for any reason, we will provide written notice to you, within 30 days after the effective date of termination or expiration, if we intend to exercise our option to purchase from you some or all of the Assets. As used in this Agreement, the term "Assets" means and includes, without limitation, leasehold improvements, equipment, technology, vehicles, furnishings, fixtures, signs, and inventory (non-perishable products, materials, and supplies) used in your Squeeze Shop, real estate interests (including the fee simple rights or the Lease), and any licenses necessary to operate your Squeeze Shop. We will have the unrestricted right to assign this option to purchase the Assets. We or our assignee will be entitled to all customary representations and warranties that the Assets are free and clear (or, if not, accurate and complete disclosure) as to: (1) ownership, condition, and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of contracts and liabilities inuring to us or affecting the Assets, whether contingent or otherwise.

(B) Purchase Price. The purchase price for the Assets ("Purchase Price") will be their fair market value (or, for leased assets, the fair market value of your Lease), determined as of the effective date of purchase in a manner that accounts for customary depreciation and condition of the Assets; provided, however, that the Purchase Price will take into account the termination of this Agreement. Further, the Purchase Price for the Assets will not contain any factor or increment for any of the Marks, or other trademarks, service marks, or commercial symbols used in connection with the operation of your Squeeze Shop nor any goodwill or "going concern" value for your Squeeze Shop. We may exclude from the Assets purchased in accordance with this Section any equipment, technology, vehicles, furnishings, fixtures, signs, and inventory that we do not desire to purchase, are not approved as meeting then-current standards for a Squeeze Shop, or for which you cannot deliver a Bill of Sale in a form satisfactory to us.

(C) Certified Appraisers. If we and you are unable to agree on the fair market value of the Assets within 30 days after your receipt of our notice of our intent to exercise our option to purchase the Assets, the fair market value will be determined by two professionally certified appraisers, one selected by you and one selected by us. If the valuations set by the two appraisers differ by more than 10%, the two appraisers will select a third professionally certified appraiser who also will appraise the fair market value of the Assets. The average value set by the appraisers (whether two or three appraisers as the case may be) will be conclusive and will be the Purchase Price. The appraisers will be given full access to your Squeeze Shop, the Premises, and your books and records during customary business hours to conduct the appraisal and will value the Assets to be purchased in accordance with the standards of this Section 21. The appraisers' fees and costs will be borne equally by you and us.

(D) Exercise of Option. Within 10 days after the Purchase Price has been determined, we may exercise our option to purchase the Assets by so notifying you in writing ("Purchase Notice"). The Purchase Price will be paid in cash or cash equivalents at the closing of the purchase ("Closing"), which will take place no later than 60 days after the date of the Purchase Notice. For a period of 30 days after the date of the Purchase Notice ("Due Diligence Period"), we will have the right to conduct such investigations as we deem necessary and appropriate to determine: (1) the ownership, condition and title of the Assets; (2) liens and encumbrances on the Assets; (3) environmental and hazardous substances at or upon the Premises; and (4) the validity of contracts and liabilities inuring to us or affecting the Assets, whether contingent or otherwise. You will give us and our representatives access to your Squeeze Shop and the Premises at all reasonable times for the purpose of conducting inspections of the Assets; provided that such access does not unreasonably interfere with your operations of your Squeeze Shop. Prior to the end of the Due Diligence Period, we will notify you in writing of any objections that we have to any finding disclosed in any title search, lien search, survey, environmental assessment, or inspection. If you cannot or elect not to correct any such title defect, environmental objection, defect in the working condition of the Assets or any other

objection, we will have the option to either accept the condition of the Assets as it exists or rescind our Purchase Notice, on or before the Closing.

(E) Leased Premises. If the Premises are leased, you agree to use reasonable efforts to effect a termination of the existing Lease for the Premises. If the Lease for the Premises is assigned to us or we sublease the Premises from you, we will indemnify and hold you harmless from any ongoing liability under the Lease from the date we assume possession of the Premises, and you will indemnify and hold us harmless from any liability under the Lease prior to and including that date.

(F) Premises Owned by You. If you own the Premises, we, at our option, may purchase the fee simple interest or, upon purchase of the other Assets, enter into a standard lease with you on terms comparable to those for which similar commercial properties in the area are then being leased; or remove the Assets from the Premises in a manner consistent with the Lease Agreement. The initial term of the Lease between you and us under such circumstances must be at least 10 years with two (2) options to renew of 5 years each, and the rent must be the fair market rental value of the Premises. If you and we cannot agree on the fair market rental value of the Premises, then local real estate appraisers (selected in the manner described in Section 21(C)) will determine the rental value.

22. RELATIONSHIP OF THE PARTIES

(A) Independent Contractors. You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, personnel, and others as the owner of your Squeeze Shop under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require from time to time.

(B) No Liability for Acts of Other Party. We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising out of your operation of your Squeeze Shop or the business you conduct under this Agreement. Neither party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party. Each party assumes responsibility for the actions of their employees and will be solely responsible for the supervision, daily direction, and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the rights and obligations under this Agreement shall be performed.

(C) Taxes. We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon you or your Squeeze Shop, due to the business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any taxes that we must pay to any state taxing authority on account of either your operation or payments that you make to us.

23. INDEMNIFICATION

(A) You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective shareholders, directors, officers, employees, agents, successors, and assignees (“Indemnified Parties”) against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the operation of your Squeeze Shop, the business you

conduct under this Agreement, or your default of this Agreement, including, without limitation, those claims alleged to be or found to have been caused by the Indemnified Parties' negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction.

(B) For purposes of this Section 23, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that the Indemnified Parties reasonably incur in defending any claim against it, including, without limitation, reasonable accountants', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation or alternative dispute resolution, regardless of whether litigation or alternative dispute resolution is commenced. The Indemnified Parties may defend any claim against them at your expense and agree to settlements or take any other remedial, corrective, or other actions. We have the right to designate attorneys that you must retain to defend any claims subject to this Section 23

(C) This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. The Indemnified Parties need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this Section 23. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 23

24. SEVERABILITY AND CONSTRUCTION

(A) Severability. Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

(B) Alteration to Agreement by Rule of Law. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

(C) No Third Party Beneficiaries. Except as otherwise provided in Section 23, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than us and you as the parties to this Agreement and our affiliates and such of our heirs, successors and assigns, any rights or remedies under or by reason of this Agreement.

(D) Interpretation. No provision of this Agreement should be interpreted in favor of, or against any party because of the party that drafted this Agreement.

(E) Our Discretion. Whenever we have expressly reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests. This also applies if we are deemed to have a right and/or discretion. Our judgment of what is in the best interests of the System, at the time our decision is made or its right or discretion is exercised, can be made without regard to whether: (1) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by us; (2) our decision or the action taken promotes our financial or other individual interest; (3) our decision or the action taken applies differently to you and one or more other franchisees or our company-owned or affiliate-owned operations; or (4) our decision or the action taken is adverse to your interests. We will have no liability to you for any such decision or action. We and you intend that the exercise of our right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, we and you agree that such covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your rights and obligations under this Agreement.

25. CONSENTS, APPROVALS AND WAIVERS

(A) Consents. Whenever this Agreement requires our prior approval or consent, you must make a timely written request to us for that approval or consent, and any approval or consent received, in order to be effective and binding upon us, must be obtained in writing and be signed by one of our authorized officers.

(B) Waivers. We and you may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of 10 days' prior written notice. We and you will not waive or impair any right, power, or option this Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to declare a default and to terminate this Agreement before the expiration of its term) because of: any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement, or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Squeeze Shops; the existence of agreements for other Squeeze Shops which contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any default of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction.

(C) Variance by Reason of Force Majeure. If the performance of any obligation by any party under this Agreement is prevented, hindered, or delayed by reason of Force Majeure, which cannot be overcome by reasonable commercial measures, the parties will be relieved of their respective obligations (to the extent that the parties, having exercised commercially reasonable efforts, are prevented, hindered, or delayed in such performance) during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure must give prompt written notice of such Force Majeure event to the other party by setting forth the nature of the Force Majeure and an estimate as to its duration. As used in this Agreement, the term "Force Majeure" means any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government

or other third party and any other cause not within the control of the party affected thereby. Your inability to obtain financing (regardless of the reason) may not constitute Force Majeure.

26. ENTIRE AGREEMENT. We and you acknowledge that each element of this Agreement is essential and material and that, except as otherwise provided in this Agreement, you and we will deal with each other in good faith. This Agreement and its attachments, the Manual, and the documents referred to in this Agreement constitute the entire, full, and complete agreement between the parties concerning your rights, and supersede any and all prior or contemporaneous negotiations, discussions, understandings, or agreements. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement and its attachments, the Manual, and the documents referred to in this Agreement (including our Franchise Disclosure Document). Nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you. No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. Except as expressly set forth in this Agreement, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by you and us and executed in writing. Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

27. ENFORCEMENT

(A) Mediation. Before you or we may bring an action in court, against the other, you and we must first meet to mediate the dispute (except as otherwise provided below). Any such mediation will be non-binding and will be conducted by the American Arbitration Association in accordance with its then-current rules for mediation of commercial disputes. Notwithstanding anything to the contrary, this Section 27(A) will not bar you or us from obtaining judicial or injunctive relief for claims that are based solely on demands for monies owed, or from obtaining injunctive relief against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions, without having to engage in mediation; including, without limitation, claims involving the Marks. The mediation proceeding will be conducted within 30 miles of our then-existing principal business location.

(B) Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between you and us will be governed by the laws of the State of Delaware, without regard to its conflict of laws rules, provided, however, that: (1) the provisions of Section 18 shall be interpreted and construed under the laws of the jurisdiction in which your Squeeze Shop is located.

(C) Consent to Jurisdiction and Venue. You and we agree that, to the extent any disputes cannot be resolved directly between us, you will file any suit against us only in the federal or state court having jurisdiction where our principal offices are located at the time suit is filed. We may file suit in the federal or state court located in the jurisdiction where our principal offices are located at the time suit is filed or in the jurisdiction where you reside or do business, where your Squeeze Shop is or was located, or where the claim arose. You consent to the personal jurisdiction of those courts over you and to venue in those courts.

(D) Waiver of Certain Damages and Rights. You and we waive, to the fullest extent permitted by law, any right or claim of any punitive or exemplary damages against each other and agree that, in the event of a dispute between us, we each will be limited to the recovery of actual damages sustained. You and we waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits and the right to trial by jury.

(E) Reimbursement of Costs and Expenses. If either party brings an action to enforce this Agreement in a judicial proceeding, the party prevailing in that proceeding will be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, in contemplation of or subsequent to the filing of, the proceeding. If we utilize legal counsel (including in-house counsel employed by us) in connection with any failure by you to comply with this Agreement, you agree to reimburse us for any of the above-listed costs and expenses incurred by us. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.

(F) Rights and Remedies Cumulative. No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. The provisions of this Section 27 shall survive the expiration or earlier termination of this Agreement.

(G) Limitations of Claims. Any and all claims and actions arising out of or relating to this Agreement, the relationship between you and us, or your operation of your Squeeze Shop, must be brought or asserted before the expiration of the earlier of: (1) the time period for bringing an action under any applicable state or federal statute of limitations; (2) 1 year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; or (3) 2 years after the first act or omission giving rise to an alleged claim; or it is expressly acknowledged and agreed by all parties that such claims or actions will be irrevocably barred. Our claims attributable to underreporting of sales, and claims of the parties for failure to pay monies owed and/or indemnification will be subject only to the applicable state or federal statute of limitations.

(H) Injunctive Relief. You recognize that your failure to comply with the terms of this Agreement, including, but not limited to, your failure to fully comply with all post-termination obligations, is likely to cause irreparable harm to us, our affiliates, and the System. Therefore, you agree that, in the event of a default or threatened default of any of the terms of this Agreement by you, we will be entitled to injunctive relief (both preliminary and permanent) restraining that default and/or to specific performance without showing or proving actual damages and without posting any bond or security. Any equitable remedies sought by us will be in addition to, and not in lieu of, all remedies and rights that you otherwise may have arising under applicable law or by virtue of any default of this Agreement.

28. MISCELLANEOUS

(A) Gender and Number. All references to gender and number will be construed to include such other gender and number as the context may require.

(B) Captions. All captions in this 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 Agreement.

(C) Counterparts. This Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original.

(D) Time. Time is of the essence of this Agreement for each provision in which time is a factor. Whenever this Agreement refers to a period of days or months, the first day or month to be counted will be the day or month of the designated action, event, or notice. Days will be measured by calendar days, except that if the last day of a period is a Saturday, Sunday or national holiday, the period automatically will be extended to the next day that is not a Saturday, Sunday, or national holiday.

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

(F) Compliance with Anti-Terrorism Laws. You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. The term "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, the rules, orders, and guidelines promulgated by the Office of Foreign Assets Control ("OFAC") and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, will constitute good cause for immediate termination of this Agreement, as provided in Section 19(B)(14) above.

29. NOTICES AND PAYMENTS. 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 Agreement and: (A) if to us, is sent to 12338 Ventura Blvd. Studio City, CA 91604 (Attn: Legal Department); or (B) if to you, is sent to the address and to the individual specified on Exhibit 4 or is sent to the Premises of your Squeeze Shop. Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first refusal of delivery) and may be: (1) delivered personally; (2) transmitted by facsimile or electronic mail to the e-mail address(es) or number(s) set forth above (or in Exhibit 4) with electronic confirmation of receipt; (3) mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or (4) mailed via overnight courier.

30. ACKNOWLEDGMENTS. You represent, acknowledge, and warrant to us (and you agree that these representations, acknowledgements, and warranties will survive termination of this Agreement) that:

(A) you have independently investigated the Squeeze Shop franchise opportunity and recognize that, like any other business, the nature of the business of Squeeze Shops may, and probably will, evolve and change over time;

(B) an investment in a Squeeze Shop involves business risks that could result in the loss of a significant portion or all of your investment;

(C) your business abilities and efforts are vital to your success;

(D) attracting customers for your Squeeze Shop will require you to make consistent marketing efforts in your community through various methods, including media advertising, direct mail advertising, and display and use of in-store promotional materials;

(E) you must maintain a high level of customer service, and adhere strictly to the System and our System Standards, and that you are committed to maintaining System Standards;

(F) you have not received from us or any person or entity representing or claiming to represent us, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of a Squeeze Shop, and that any financial information that may appear in our Franchise Disclosure

Document is not a representation or guarantee as to potential volume, sales, income, or profits that you may achieve at a Squeeze Shop;

(G) in all of their dealings with you, our officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between you and them as a result of this Agreement are deemed to be only between you and us;

(H) you have represented to us, to induce our entry into this Agreement, that all statements you have made and all materials you have given us are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the rights under this Agreement;

(I) you have read this Agreement and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each Squeeze Shop, and to protect and preserve the goodwill of the Marks;

(J) you understand we may license others to operate businesses that offer, professional therapeutic massage and body services as well as related retail products at Squeeze Shops and other businesses with similar and different names and marks, and these businesses may operate in close proximity to your Squeeze Shop;

(K) we have not made any representation, warranty, or other claim regarding this franchise opportunity, other than those made in this Agreement and our Franchise Disclosure Document, and that you have independently evaluated this opportunity, including by using your business professionals and advisors, and have relied solely upon those evaluations in deciding to enter into this Agreement;

(L) you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning the Squeeze Shop franchise opportunity, and that we have not refused to answer any questions, inquiries, or requests;

(M) you have been afforded an opportunity, and have been encouraged by us, to have this Agreement and all other agreements and materials we have given or made available to you reviewed by an attorney and have either done so or chosen not to do so; and

(N) we may modify the offer of our franchise opportunity to other franchisees in any manner and at any time, and these offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
_____	_____
By:_____	By:_____
Title: _____	Title: _____
Date**:** _____	Date**:** _____

EXHIBIT 1
TO THE SQUEEZE SHOP FRANCHISE AGREEMENT

FRANCHISE INFORMATION

1. **Location of the Squeeze Shop (the "Premises") (Section 2(A)):** The Squeeze Shop will be located at: _____

_____

_____

If the Premises have not been approved in writing by us as of the Effective Date, we will insert the address of the Premises after you execute a Lease, or otherwise secure the approved site for your Squeeze Shop.

2. **The Site Selection Area (Section 5(A)):** If the Premises have not been determined as of the Effective Date, we will identify the Site Selection Area on a map attached to this Exhibit 1. Your rights in the Site Selection Area are subject to the limitations described in Section 5 of the Franchise Agreement. Any boundaries contained in the description of the Site Selection Area will be considered fixed as of the Effective Date and shall not change notwithstanding a change in those boundaries and will terminate immediately, without any further action, upon your identification of a Premises for your Squeeze Shop.

3. **The Protected Area is reflected on a map titled PROTECTED AREA attached to this Exhibit 1.**

4. **The Initial Franchise Fee (Section 7(A)):** $60,000.

FRANCHISEE:

_____
Signature

_____
By

_____
Its

_____
Date

SITE SELECTION AREA

Your rights in the Site Selection Area are subject to the limitations described in Section 5(A) of the Franchise Agreement. Any boundaries contained in the description of the Site Selection Area will be considered fixed as of the Effective Date and shall not change notwithstanding a change in those boundaries.

The Site Selection Area is depicted in the map above:

FRANCHISEE	**SQUEEZE FRANCHISING LLC**
Initials:	**Initials:**

PROTECTED AREA

Your rights in the Protected Area are subject to the limitations described in Section 3 and 3(D). Any boundaries contained in the description of the Protected Area will be considered fixed as of the date that you execute a Lease.

Franchisee's Protected Area is depicted in the map above:

FRANCHISEE	**SQUEEZE FRANCHISING LLC**
Initials:	**Initials:**
_____	_____

EXHIBIT 2
TO THE SQUEEZE SHOP FRANCHISE AGREEMENT

FORM OF COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE ("Assignment") is entered on _____, 201___ between Squeeze Franchising LLC, a Delaware limited liability company ("Franchisor"), and _____ ("Franchisee") located at _____, and _____ ("Landlord"), located at_____.

Subject to the provisions of this Assignment, Franchisee, to secure its obligations to Franchisor to affect various provisions of the Franchise Agreement dated _____ between Franchisor and Franchisee ("Franchise Agreement"), and for other reasons, hereby assigns, transfers and sets over unto Franchisor and/or such person(s)/entity(ies) as Franchisor may from time-to-time designate, all of Franchisee's right, title and interest, whether as tenant or otherwise, in, to, and under that certain lease dated _____, ___, ("**Lease**"), as attached to this Assignment for the Premises located at _____, between Franchisee and Landlord, respecting that property commonly known as the Squeeze Shop ("**Squeeze Shop**"). Franchisor shall have no liabilities or obligations of any kind arising from, or in connection with, this Assignment, the Lease, or otherwise (including, but not limited to, any obligation to pay rent and/or other amounts) until and unless Franchisor, in its reasonable discretion, takes possession of the Squeeze Shop pursuant to the terms hereof and expressly (and in writing) assumes the rights and obligations of Franchisee under the Lease, Franchisor only being responsible for those obligations accruing after the date of such assumption.

Franchisor will not take possession of the Squeeze Shop until and unless Franchisee defaults, and/or receives notice of default, (and/or until there is a termination, cancellation, or rescission of Franchisee's rights) under the Lease, any sublease, Franchise Agreement, any other document, or instrument, or otherwise. In such event, Franchisor (or its designee) shall have the right (but not the obligation) to take possession of the Squeeze Shop, expel Franchisee from the Squeeze Shop, and, in such event, Franchisee shall have no further right, title or interest in or under the Lease or to the Squeeze Shop, all such rights thereby passing to Franchisor or its designee, in each case without Landlord's further consent. Franchisee agrees to do all acts necessary or appropriate to accomplish such assignment on Franchisor's request.

Franchisee agrees that it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Franchisor. Throughout the term of the Franchise Agreement, Franchisee agrees that it shall elect and exercise all options to extend the term of, or renew or assume in bankruptcy, the Lease not less than 30 days prior to the last day that any option must be exercised, unless Franchisor otherwise agrees in writing. If Franchisee fails to extend, renew, or assume the Lease, Franchisee hereby appoints Franchisor as its true and lawful attorney-in-fact to exercise such options for the sole purpose of effecting any extension, renewal, or assumption, in each case for the account of Franchisee and without any liability or obligation of Franchisor.

Franchisor's failure to exercise any remedy hereunder shall not be construed or deemed a waiver of any of its rights hereunder. The rights and remedies of Franchisor under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights and remedies which Franchisor shall have under or by virtue of the Franchise Agreement or otherwise. The terms, covenants, and conditions contained herein shall bind Franchisee, and inure to the benefit of Franchisor, and their respective successors and assigns. In the event of any dispute between the parties regarding this Assignment, or any matter related in any way to it, the dispute resolution provisions (including, but not limited to, mediation, binding arbitration, waiver of jury trial and limitation of damages) of the Franchise Agreement between Franchisor and Franchisee shall apply. If there is more than one Franchisee, their obligations hereunder will be joint and several.

This document may be recorded by, and at the expense of, Franchisor.

SQUEEZE FRANCHISING LLC

Signature: _____

By: _____

Its: _____

Date: _____

FRANCHISEE: _____

Signature _____

By: _____

Its: _____

Date: _____

LANDLORD: _____

Signature _____

By: _____

Its: _____

Date: _____

[ATTACH COPY OF EXECUTED LEASE]

EXHIBIT 3
TO THE SQUEEZE SHOP FRANCHISE AGREEMENT
LISTING OF OWNERSHIP INTERESTS

Effective Date: This Exhibit 3 is current and complete as of _____

1. Form of Ownership.

(a) Individual Proprietorship. Your owner(s) (is) (are) as follows:

_____

_____

(b) Corporation, Limited Liability Company, or Partnership. You were incorporated or formed on _____, under the laws of the State of _____. The following is a list of your directors, if applicable, and officers as of the Effective Date shown above:

Name of Each Director/Officer	**Position(s) Held**
_____	_____
_____	_____

2. Owners. The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

Owner's Name	**Percentage/Description of Interest**
_____	_____%
_____	_____%
_____	_____%
_____	_____%

3. Contact Information of Person to Receive Notice for You

Name: _____
Address: _____
Email Address: _____
Phone Number: _____
Cell Phone Number: _____

4. Operating Principal. Your Operating Principal is _____

5. General Manager. If applicable, your General Manager is _____

FRANCHISEE:

_____

By: _____

Title: _____

Date: _____

EXHIBIT 4
TO THE SQUEEZE SHOP FRANCHISE AGREEMENT
AGREEMENT TO BE BOUND AND TO GUARANTEE

This Agreement to Be Bound and to Guarantee (**Agreement**), dated as of the date stated at the end of this Agreement, executed by the guarantors identified in Section 19 of this Agreement (each a "**Guarantor"**) in favor of **Squeeze Franchising LLC**, doing business as **Squeeze** ("**Franchisor"**).

WHEREAS, as an inducement for Franchisor to execute and deliver, and to perform its obligations under, that certain Franchise Agreement ("**Franchise Agreement"**), dated as of the date stated in Section 19 of this Agreement, by and between Franchisor and the Franchisee identified in Section 19 of this Agreement ("**Franchisee"**), Guarantor has agreed to jointly and severally guarantee the obligations of Franchisee to Franchisor and its affiliates (including, without limitation, obligations under the Franchisee Agreement (and the assignment of concession agreement, if applicable) executed in connection therewith) and to be bound by certain of the provisions contained in the Franchisee Agreement.

WHEREAS, Guarantor owns, directly or indirectly, a 20% or greater equity interest in Franchisee.

WHEREAS, Guarantor acknowledges and agrees that Franchisor will materially rely upon Guarantor's obligations under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the execution and delivery of the Franchisee Agreement by Franchisor, and the performance of Franchisor's obligations thereunder, Guarantor agrees, for the benefit of Franchisor and its affiliates, as follows:

1. Guaranty. Guarantor unconditionally guarantees and promises to pay to Franchisor and/or its affiliates and to perform, for the benefit of Franchisor and/or its affiliates, on demand, any and all obligations and liabilities of Franchisee in connection with, with respect to or arising out of the Franchisee Agreement as well as any other agreements executed by Franchisee in conjunction with the Franchisee Agreement, if applicable, executed in connection therewith and/or any other agreement with Franchisor or its affiliates.

2. Confidentiality.

(A) Guarantor acknowledges that Franchisor is engaged in a highly competitive business, the success of which is dependent upon, among other things, trade secrets and other confidential and proprietary information, processes, materials and rights relating to the development, promotion and operation of the Squeeze Shop (as defined in the Franchisee Agreement), including, without limitation, Franchisor's Manual, method of operation, processes, techniques, formulae and procedures (collectively, the "Proprietary Information"). Guarantor further acknowledges that the Proprietary Information constitutes valuable trade secrets.

(B) Guarantor agrees not to use for any purpose or disclose or reveal (and must cause all of Franchisee's directors, officers, and employees not to use for any purpose, or disclose or reveal), during the term of this Agreement or forever thereafter, to any person any contents of Franchisor's Manual, any Proprietary Information or any other information relating to the operation of the Squeeze Shop. Guarantor must fully and strictly comply with all security measures prescribed by Franchisor for maintaining the confidentiality of all Proprietary Information.

(C) Guarantor acknowledges that to default her or her obligations under this Section 2 would cause damage to Franchisor and to Franchisor's other franchisees and that Guarantor would be liable for this damage.

(D) Notwithstanding the foregoing, Guarantor may disclose Proprietary Information to a person who is bound by the confidentiality obligations to Franchisor and the covenants contemplated by Section 18 of the Franchisee Agreement, to the extent that that disclosure is necessary in connection with that person's capacity with Franchisee.

(E) Notwithstanding the foregoing, the following will not be subject to the provisions of this Section 2

(1) Information which is in the public domain as of the date of receipt by Franchisee;

(2) Information which is known to Franchisee prior to the date of receipt by Franchisee;

(3) Information which becomes known to the public without a default of the provisions of this Section 2 of the Agreement or any other agreement executed in connection with the Franchisee Agreement; and

(4) Information which is required by law to be disclosed or revealed, but only strictly to the extent required by law.

3. Covenant Not to Compete. Guarantor acknowledges and agree that: (1) pursuant to this Agreement, you will have access to the Confidential Information; (2) the System and the opportunities, associations and experience established by us and acquired by you under this Agreement are of substantial and material value; (3) in developing the System, we and our affiliates have made and continue to make substantial investments of time, technical and commercial research, and money; (4) we would be unable to adequately protect the System and the Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information among Squeeze Shops if our franchisees were permitted to hold interests in "Competing Businesses" (which are defined as businesses that provide therapeutic massage and body services, and/or skincare services, and related retail products). Guarantor acknowledges that restrictions on his/her right to hold interests in or perform services for Competing Businesses will not hinder his/her activities. Guarantor expressly acknowledges that he/she possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the restrictions contained in this Section will not deprive Guarantor of the ability to earn a living. Guarantor therefore agrees that, during the term of the Franchise Agreement and for the "Restricted Period" following the expiration or earlier termination of this Agreement, Guarantor will not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, limited liability company, or other entity:

(A) own, maintain, operate, engage in, franchise or license, advise, help, make loans to, or have any direct or indirect controlling or non-controlling interest as an owner (whether of record, beneficially, or otherwise) or be or perform services as a partner, director, officer, manager, employee, consultant, representative, or agent in any Competing Business;

(B) divert or attempt to divert, by direct or indirect inducement or otherwise, any actual or potential business or customer of any Squeeze Shop to a Competing Business;

(C) For purposes of this Agreement, the term “Restricted Period” shall be two (2) years from the date the Franchise Agreement expires or is terminated; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end one (1) year from the date the Franchise Agreement expires or is terminated; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end six (6) months from the date the Franchise Agreement expires or is terminated.;

(D) During the term of the Franchise Agreement, there is no geographical limitation on the restrictions contained in this Section 3. During the Restricted Period, these restrictions will apply at the Premises; within the Protected Area; within a 5-mile radius of the outer boundaries of the Protected Area; and within 5 miles of any other Squeeze Shop in operation or under construction on the later of: (i) the date of the termination or expiration of this Agreement; or (ii) the date on which you begin to comply with Section 3 (the "Restricted Area");

(E) If, at any time during the Restricted Period, you fail to comply with your obligations contained in this Section 3, that period of noncompliance will not be credited toward the satisfaction of your obligations under this Section 3. These restrictions also apply after Transfers, as provided in the Franchise Agreement. Equity ownership of less than 2% of a Competing Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this Section 3; or

(F) If any restriction in this Section 3 is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant’s validity. Specifically, if any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable.

4. Restriction on Hiring. Guarantor may not, during the term of this Agreement and for the one-year period after the expiration or termination of this Agreement for any reason, directly or indirectly (as an owner, partner, director, officer, employee, manager, consultant, shareholder, representative, agent, Franchisor or otherwise), employ, hire or engage as an independent contractor or otherwise any person who is or was (at any time during the term of this Agreement) employed or engaged as an independent contractor or otherwise by Franchisor or any of its affiliates.

5. Use of Name and Likeness. Franchisor will be entitled to use the name, likeness, and voice of Guarantor for purposes of promoting the franchise, Franchisor, and its products, including, without limitation, all photos and audio and video recordings, and Guarantor hereby irrevocably consents thereto. Guarantor acknowledges that Franchisor will own all right, title, and interest, to the extent allowed by law, in all rights of integrity, disclosure and publication and any other rights that may be known as or referred to as moral rights, artist’s rights, publicity rights or the like associated with such photos and audio and video recordings and assigns and transfers unto Franchisor the full and exclusive right, title, and interest to such publicity rights.

6. Innovations. Guarantor may conceive, invent, create, design and/or develop various ideas, techniques, methods, processes and procedures, recipes, formulae, products, packaging or other concepts and features relating to the manufacturing, production, marketing and sale of customized professional therapeutic massage and body services, wraps, skincare, and related retail products or other similar services and products in connection with the Squeeze Shop (the “Innovations”). Guarantor assigns any and all of its rights, title, and interest in the Innovations, including, without limitation, any intellectual property rights,

to Franchisor, and also agrees to cooperate with Franchisor and its counsel in the protection of the Innovations, including, without limitation, the perfecting of title thereto.

7. Copyrights; Works-for-Hire; Solicitation. All advertising and promotional materials generated by or for Franchisee or its officers, managers or employees for the Squeeze Shop will be deemed a work-made-for-hire, and all ownership rights, including, without limitation, any copyrights, in such advertising and promotional materials are hereby assigned to Franchisor. In addition, Guarantor will cooperate in the protecting any items or materials suitable for copyright protection by Franchisor. Guarantor must not solicit other franchisees or Franchisees, or use the lists of franchisees and Franchisees, for any commercial or other purpose other than purposes directly related to the operation of the Squeeze Shop.

8. Guaranty of Payment. This is a guaranty of payment and not of collection. This Agreement will remain in full force and effect until all amounts payable by Guarantor shall have been validly, finally, and irrevocably paid in full and all obligations to be performed by Guarantor shall have been validly, finally, and irrevocably performed in full.

9. Waiver. Guarantor waives: (a) Any right to require Franchisor to (i) proceed against any other person; (ii) proceed against or exhaust any security; or (iii) pursue any other remedy. Franchisor may exercise or not exercise any right or remedy it has against Franchisee or any security it holds (including the right to foreclose by judicial or non-judicial sale) without affecting Guarantor's liability hereunder; (b) any defenses from disability or other defense of Franchisee or from the cessation Franchisee's liabilities; (c) any setoff, defense, or counterclaim against Franchisor; (d) any defense from the absence, impairment, or loss of any right of reimbursement or subrogation or any other rights against Franchisee. Until Franchisee's obligations (except inchoate indemnification obligations) to Franchisor have been paid in full, Guarantor has no right of subrogation or reimbursement or other rights against Franchisee; (e) Any right to enforce any remedy that Franchisor has against Franchisee; (f) any rights to participate in any security held by Franchisor; (g) any demands for performance, notices of nonperformance, or of new or additional indebtedness incurred by Franchisee to Franchisor. Guarantor is responsible for being and keeping himself/herself informed of Franchisee's financial condition; (h) the benefit of any act or omission by Franchisor which directly or indirectly results in or aids the discharge of Franchisee from any of the obligations by operation of law or otherwise; (i) the benefit of California Civil Code Section 2815 permitting the revocation of this Guaranty as to future transactions and the benefit of California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2848, 2849, 2850, 2899 and 1432 with respect to certain suretyship defenses.

10. Subrogation. Guarantor hereby agrees that he/she will not exercise any rights of subrogation which he may acquire due to any payment or performance of the obligations of Franchisee pursuant to this Agreement unless and until all amounts payable to Franchisor or its affiliates, and all obligations for the benefit of Franchisor or its affiliates, shall have been validly, finally, and irrevocably paid and performed in full.

11. Reasonable Restraints; Remedies. Guarantor acknowledges that the covenants contained in this Agreement (including, without limitation, the territorial and time restraints) are reasonable and necessary and agrees that her failure to adhere strictly to the restrictions contained herein will cause substantial and irreparable damage to Franchisor, Franchisee and to Franchisor's other franchisees. In the event of any default by Guarantor of any of the terms of this Agreement, Franchisor and/or Franchisee will be entitled to institute and prosecute proceedings, at law or in equity, in any court of competent jurisdiction, to obtain an injunction to enforce the provisions of this Agreement and to pursue any other remedy to which Franchisor and/or Franchisee may be entitled. Guarantor agrees that the rights conveyed by this Agreement are of a unique and special nature and that Franchisor's and Franchisee's remedy at law for any default would be inadequate and agrees and consents that temporary or permanent injunctive relief may be granted

in any proceeding which may be brought to enforce any provision hereof, without the necessity of posting bond therefor or proof of actual damages.

12. Enforceability. If the scope of any restriction contained in this Agreement is too broad to permit the enforcement of such restriction to its fullest extent, then such restriction will be enforced to the maximum extent permitted by law, and Guarantor hereby consents and agrees that such scope may be judicially limited or modified accordingly in any proceeding brought to enforce such restriction. Each covenant contained in this Agreement is independent and severable and, to the extent that any such covenant shall be declared by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such declaration will not affect the legality, validity or enforceability of any other provision contained herein or the legality, validity, or enforceability of such covenant in any other jurisdiction.

13. No Waiver. No failure or delay on the part of Franchisor or its affiliates in exercising its rights hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing, specifying with particularity the nature of the waiver. No waiver of any such right will be deemed a waiver of any other right hereunder. The rights provided for herein are cumulative and are not exclusive of any other rights, powers, privileges, or remedies provided by law.

14. Attorneys' Fees. Guarantor will pay reasonable attorneys' fees and expenses and all other costs and expenses that may be incurred by Franchisor or its affiliates in connection with enforcing this Agreement.

15. Delaware Law to Govern; Jurisdiction; Right to Jury Trial and Class Action Waived; Certain Damages Waived; Statute of Limitations.

(A) This Agreement will be governed by, and construed and enforced in accordance with, the law of Delaware, regardless of any conflict-of-law provisions to the contrary. We may file suit in the federal or state court located in the jurisdiction where our principal offices are located at the time suit is filed or in the jurisdiction where you reside or do business, where your Squeeze Shop is or was located, or where the claim arose. You consent to the personal jurisdiction of those courts over you and to venue in those courts.

(B) GUARANTOR HEREBY WAIVES THE RIGHT TO A JURY TRIAL, WAIVES THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION IN ANY FORUM, INCLUDING, WITHOUT LIMITATION, ARBITRATION, AND WAIVES THE RIGHT TO SEEK OR COLLECT PUNITIVE, CONSEQUENTIAL AND SPECIAL DAMAGES IN ANY FORUM, INCLUDING, WITHOUT LIMITATION, ARBITRATION. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, GUARANTOR AGREES THAT ANY CLAIMS UNDER, ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS OF THE DATE ON WHICH THE UNDERLYING CAUSE OF ACTION ACCRUED, AND GUARANTOR HEREBY WAIVES ANY RIGHT TO BRING ANY SUCH ACTION AFTER SUCH TWO-YEAR PERIOD.

16. Binding Nature of Agreement. This Agreement will be binding upon Guarantor and her respective successors, heirs and assigns and will inure to the benefit of Franchisor, its affiliates and their respective successors and assigns.

17. Joint and Several. If more than one person signs this Agreement as a Guarantor, her, her, or its obligation will be joint and several.

18. Entire Agreement; Amendment. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral, or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by each of the parties. The provisions of Section 18 are not intended to, nor will they, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE

Date of Franchisee Agreement: _____

Printed Name(s) of Guarantor(s):_____

_____

_____

Name of Franchisee: _____

GUARANTORS

Signature:_____
Name: _____
(Print Name)
Date_____
Address: _____
_____

Signature: _____
Name: _____
(Print Name)
Date_____
Address: _____
_____

Signature:_____
Name: _____
(Print Name)
Date_____
Address: _____
_____

Signature: _____
Name: _____
(Print Name)
Date_____
Address: _____
_____

Exhibit D
Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of _____, ("Effective Date"), by and between Squeeze Franchising LLC, a Delaware limited liability company ("Squeeze Franchising") and _____, _____ ("Franchise Applicant") and certain of Franchise Applicant's employees identified below ("Employees") in favor of and for the benefit of Squeeze Franchising.

RECITALS

As a result of the expenditure of considerable time, skill, effort and money, Squeeze Franchising and its affiliates have developed and own a unique system ("System") for the development and operation of a business under the name "Squeeze" that offers professional therapeutic massage and body services, wraps, skincare, and related retail products ("Squeeze Shops").

Franchise Applicant has expressed interest in purchasing a Squeeze Shop franchise from Squeeze Franchising to operate one or more Squeeze Shops.

In order to evaluate the possibility of entering into a franchise agreement with Squeeze Franchising to establish and operate one or more Squeeze Shops, Franchise Applicant and Employees desire to receive from Squeeze Franchising certain confidential business information including, but not limited to the information contained in the Squeeze Shop operations manual ("Manual"). Franchise Applicant and Employees recognize the importance of maintaining the confidentiality of this information.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchise Applicant and Employees agree as follows:

AGREEMENT

1. Confidential Information

A. Definition of Confidential Information. As used in this Agreement, the term "Confidential Information" means all information that has been created, discovered, or developed by Squeeze Franchising and/or its affiliates including but not limited to Squeeze Holdings LLC that is in any way proprietary to Squeeze Franchising and/or its affiliates. Confidential Information includes, but is not limited to, trade-secrets, know-how, methodologies, System information, technical information, statistics, software, hardware, materials, plans, designs, schematics, reports, studies, notes, analyses, summaries, business, market and development plans, customer lists, the Manual, as amended from time to time, and other information regarding customer relationships, financial information and projections, artwork, information regarding the manner and methods of locating a site for, developing, operating and promoting Squeeze Shops, information contained in the Manual, information regarding the retail and commercial operations of Squeeze Franchising and its affiliates, and all information that: (1) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Confidential Information may be in written form or obtained orally.

B. Exclusion from Definition of Confidential Information. The term "Confidential Information" does not include: (1) information that is now or hereafter becomes publicly known through no fault of Franchise Applicant or any Employee, or by any other person, firm or corporation affiliated with Franchise Applicant or any Employee; (2) information that was in Franchise Applicant's or any Employee's possession before the Effective Date; and (3) information that comes into Franchise Applicant's or any Employee's possession after the Effective Date from a source not under an obligation of secrecy to Squeeze Franchising. As used in this Agreement, the phrase "publicly known" means readily accessible to the public in a written publication and shall not include information which is available only by a substantial searching of the published literature and information the substance of which must be pieced together from a number of different publications and sources. The burden of proving that information or skills and experience are not Confidential Information shall be on the party asserting such exclusion.

C. Treatment of Confidential Information. Franchise Applicant and Employees hereby acknowledge, understand and agree that the Confidential Information: (1) is the exclusive and confidential property of Squeeze Franchising or its affiliates and incorporates trade secrets and copyrights owned by them; (2) gives Squeeze Franchising and its affiliates some competitive business advantage or the opportunity of obtaining such an advantage, the disclosure of which could be detrimental to the interests of Squeeze Franchising and its affiliates; and (3) is not generally known by non-Squeeze Franchising personnel. Franchise Applicant and Employees shall at all times treat the Confidential Information in accordance with this Agreement.

D. No License. This Agreement entitles Franchise Applicant and Employees to use the Confidential Information solely in connection with Franchise Applicant's exploration of the Squeeze Shop franchise opportunity. No license, express or implied, in the Confidential Information is granted to Franchise Applicant or Employees other than to use the Confidential Information in the manner and to the extent authorized by this Agreement.

2. Covenants of Franchise Applicant and Employees. As a consequence of Franchise Applicant's and Employees' acquisition or anticipated acquisition of Confidential Information, Franchise Applicant and Employees will occupy a position of trust and confidence with respect to Squeeze Franchising's affairs and business. In view of the foregoing, Franchise Applicant and Employees agree that it is reasonable and necessary that Franchise Applicant and Employees agree, while this Agreement is in effect, to the following:

(A) Limited Use. Franchise Applicant and Employees shall use the Confidential Information solely for purposes of evaluating whether or not Franchise Applicant will invest in a Squeeze Shop franchise. Neither Franchise Applicant nor Employees shall make any other uses of the Confidential Information. If Franchise Applicant does not invest in a franchise, the obligations set forth in this Section 2 will remain in effect for three (3) years from the date the Franchise Applicant decides not to invest in a Squeeze Shop franchise; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end two (2) years from the date the Franchise Applicant decides not to invest in a Squeeze Shop franchise; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end one (1) year from the date the Franchise Applicant decides not to invest in a Squeeze Shop franchise; provided however, that if a court determines that such period is unenforceable, the Restricted Period shall end six (6) months from the date the Franchise Applicant decides not to invest in a Squeeze Shop franchise.

(B) No Disclosure. Franchise Applicant and Employees shall not disclose the Confidential Information to any person or entity other than Franchise Applicant's attorney or accountant as necessary to evaluate the opportunity provided by Squeeze Franchising and agree to protect the Confidential Information

against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Franchise Applicant and Employees use to protect Franchise Applicant's Confidential Information.

(C) No Use, Copying or Transfer. Franchise Applicant and Employees shall not use, copy, or transfer Confidential Information in any way and shall protect the Confidential Information against unauthorized use, copying or transfer using the same degree of care, but no less than a reasonable degree of care, as Franchise Applicant and Employees use to protect Franchise Applicant's Confidential Information. This prohibition against use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing or otherwise exploiting, directly or indirectly, any products or services which embody or are derived from Confidential Information. Franchise Applicant and Employees further agree not to remove, overprint, or deface any notice of copyright, trademark, logo, or other notices of ownership from any Confidential Information.

(D) Applicability. These covenants shall apply to all Confidential Information disclosed to Franchise Applicant or Employees by Squeeze Franchising prior to the date of this Agreement.

(E) Solicitation. Franchise Applicant and Employees agree that neither they nor any of their agents, employees or representatives shall knowingly employ or seek to employ any person then employed by Squeeze Franchising or any affiliate, subsidiary, or franchisee of Squeeze Franchising, or otherwise directly or indirectly induce such person to leave his or her employment without Squeeze Franchising's prior written consent.

3. Return of Confidential Information. Nothing in this Agreement obligates either Squeeze Franchising or Franchise Applicant to enter into a franchise agreement for the operation of a Squeeze Shop. Franchise Applicant acknowledges that Squeeze Franchising's decision to consider Franchise Applicant for any franchise opportunity, as well as the location and type of franchise opportunity to be offered, if any, and the terms of any contracts, will be made by Squeeze Franchising in its sole discretion. If, at any time, Squeeze Franchising determines that it does not wish for Franchise Applicant to become a franchisee, or Franchise Applicant determines that it does not wish to invest in a Squeeze Shop franchise, or if Squeeze Franchising requests, at any time and for any reason, that Franchise Applicant and Employees do so, Franchise Applicant and Employees agree to: (A) immediately cease to use the Confidential Information; (B) immediately return to Squeeze Franchising the Confidential Information and all copies thereof (whether or not such copies were authorized) and cause any third party to whom disclosure was made to do the same; and (C) at the request of Squeeze Franchising, certify in writing that Franchise Applicant, Employees and all others to whom Franchise Applicant has provided such Confidential Information, have complied with subsections (A) and (B) above.

4. Notice to Squeeze Franchising. Franchise Applicant and Employees shall immediately notify Squeeze Franchising of any information that comes to their attention that indicates that there has been or may be a loss of confidentiality of any of the Confidential Information or a default of this Agreement.

5. Waiver. Franchise Applicant and Employees acknowledge that no waiver by Squeeze Franchising of any default by Franchise Applicant or Employees of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding default of the same or any other provision of this Agreement. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

6. Enforcement.

(A) Governing Law. This Agreement and any claim or controversy arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles.

(B) Forum. To the extent any disputes cannot be resolved directly between Franchise Applicant, Employees and Squeeze Franchising, Franchise Applicant and Employees agree to file suit against Squeeze Franchising only in the federal or state court having jurisdiction where Squeeze Franchising's principal offices are located at the time suit is filed. Franchise Applicant and Employees acknowledge that Squeeze Franchising may file suit in the federal or state court located in the jurisdiction where Franchise Applicant's principal offices are located at the time suit is filed or in the jurisdiction where Franchise Applicant resides or does business or where the claim arose. Franchise Applicant and Employees consent to the personal jurisdiction of those courts and to venue in those courts.

(C) Injunctive Relief. It is hereby understood and agreed that: (1) a default of this Agreement by Franchise Applicant or Employees would result in irreparable harm to Squeeze Franchising, the extent of which would be difficult to ascertain; (2) monetary damages would be an inadequate remedy for such a default; and (3) Squeeze Franchising shall be entitled to specific performance and injunctive or other equitable relief as a court may deem appropriate in the event of such a default without posting a bond or other security and without waiving any additional rights or remedies otherwise available to Squeeze Franchising at law or in equity or by statute.

7. Reimbursement of Costs and Expenses. If Squeeze Franchising brings an action to enforce this Agreement in a judicial proceeding and prevails in that proceeding, then Squeeze Franchising will be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, in contemplation of or subsequent to the filing of, the proceeding. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.

8. Third Party Beneficiary. Franchise Applicant and Employees hereby acknowledge and agree that Squeeze Franchising is an intended third-party beneficiary of this Agreement with the right to enforce it.

9. Miscellaneous.

(A) Severability. If a court of competent jurisdiction deems any provision of this Agreement invalid, unreasonable, or unenforceable, then the remaining provisions will not be affected, and the invalid provision may be enforced to the extent deemed reasonable by the court.

(B) Headings. Section headings in this Agreement are for reference only and shall not be construed as modifying any provisions of this Agreement.

(C) Counterparts. This Agreement may be executed in counterparts, and each copy so executed and delivered shall be deemed an original.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have duly executed, sealed, and delivered this Agreement as of the day and year above written.

APPLICANT:

(IF APPLICANT IS AN ENTITY)

_____

By:_____

Title: _____

Date**:**_____

(IF APPLICANT IS AN INDIVIDUAL)

_____

By:_____

Title: _____

Date**:**_____

FRANCHISEE

_____

By:_____

Title: _____

Date**:** _____

EMPLOYEE

_____
Signature

_____
Print Name

Date**:** _____

EMPLOYEE

_____
Signature

_____
Print Name

Date**:** _____

Exhibit E
General Release

GENERAL RELEASE

THIS GENERAL RELEASE ("Release") is executed on _____ by _____ ("Franchisee") and _____ ("Guarantors") as a condition of PICK ONE: the transfer of a Squeeze Shop by Franchisee [or] the renewal of a Squeeze Shop franchise agreement dated _____ ("Franchise Agreement") between Franchisee and Squeeze Franchising [or] the termination of a Squeeze Franchise Agreement dated _____ ("Franchise Agreement") between Franchisee and Squeeze Franchising.

1. **Release by Franchisee and Guarantors.** Franchisee (if Franchisee is an entity, on behalf of itself and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities and, if Franchisee is an individual, on behalf of himself/herself and his/her heirs, representatives, successors and assigns) and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, "Franchisee Releasors") freely and without any influence forever release and covenant not to sue Squeeze Franchising and its parent, subsidiaries and affiliates and their respective past and present officers, directors, members, shareholders, agents and employees, in their corporate and individual capacities, (collectively "Squeeze Franchising Releasees") with respect to any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims"), which any Franchisee Releasor ever owned or held, now owns or holds or may in the future own or hold, including, without limitation, claims arising under federal, state and local laws, rules and ordinances and claims arising out of, or relating to the Franchise Agreement and all other agreements between any Franchisee Releasor and any Squeeze Franchising Releasee, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law.

IF FRANCHISEE OR GUARANTORS ARE BASED IN CALIFORNIA: Franchisee and Guarantors (on behalf of the Franchisee Releasors) expressly agree that, with respect to this release, any and all rights granted under Section 1542 of the California Civil Code are expressly waived, to the extent applicable. That Section reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

2. **Risk of Changed Facts.** Franchisee and Guarantors understand that the facts in respect of which the Release in Section 1 above is given may turn out to be different from the facts now known or believed by them to be true. Franchisee and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the Release shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. **No Prior Assignment.** Franchisee and Guarantors represent and warrant that the Franchisee Releasors are the sole owners of all Claims and rights released hereunder and that the Franchisee Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1 above.

4. **Covenant Not to Sue.** Franchisee and Guarantors (on behalf of the Franchisee Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 above with respect to any Claim released under Section 1 above.

5. **Complete Defense.** Franchisee and Guarantors: **(A)** acknowledge that this Release shall be a complete defense to any Claim released under Section 1 above; and **(B)** consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. **Successors and Assigns.** This Release will inure to the benefit of and bind the successors, assigns, heirs and personal representatives of Squeeze Franchising and each Franchisee Releasor.

7. **Governing Law.** This Release and all claims relating to this Release shall be governed by and construed under the law of the State of Delaware. Squeeze Franchising, Franchisee and Guarantor shall file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or default of this Release in the court where Squeeze Franchising's principal offices are located. Squeeze Franchising may file any controversy or claim whatsoever arising out of or relating to this Release or the enforcement of the promises in this Release or with regard to the interpretation, formation, or default of this Release in the court where its principal offices are located, where Franchisee or Guarantors reside or do business, or where the claim arose.

8. **Miscellaneous**

(A) This Release constitutes the entire, full, and complete agreement between the parties concerning the release of Claims by the parties and supersedes any and all prior or contemporaneous negotiations, discussions, understandings, or agreements. Except as expressly set forth in this Agreement, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing.

(B) The masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular to refer to and include the plural, and vice versa.

(C) The terms of this Release shall remain confidential and may not be disclosed except when and to the extent necessary to comply with applicable federal, state, or local laws, court orders or regulations.

(D) All terms not defined in this Release shall have the meaning given to them in the Franchise Agreement.

(E) All captions in this Release are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

(F) This Release may be executed in counterparts, and each copy so executed and delivered shall be deemed to be an original.

The general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Franchisee and Guarantors have executed this Release as of the date shown below.

FRANCHISEE

_____

By:_____

Title:_____

Date**:** _____

FRANCHISEE
(IF FRANCHISEE IS AN INDIVIDUAL)

_____

By:_____

Title:_____

Date**:**_____

GUARANTOR

_____
Signature

_____
Print Name

Date**:** _____

GUARANTOR

_____
Signature

_____
Print Name

Date: _____

[Attach additional signature pages as needed]

Exhibit F
Financial Statements

DJJCPA

DJJCPA, LLC

1660 Lincoln Street, Suite 2620
Denver, CO 80264

303.346.2600
Fax 720.542.9628
www.djjcpa.com

Auditor's Consent

DJJCPA, LLC consents to the use in the Franchise Disclosure document issued by Squeeze Franchising LLC ("franchisor") on June 8, 2023, as it may be amended, of our report dated May 4, 2023, relating to the financial statements of Franchisor for the period ending December 31, 2022.

DJJCPA, LLC
1660 Lincoln Street, Suite 2620
Denver, Colorado 80264

June 8, 2023

Squeeze Franchising LLC

FINANCIAL STATEMENTS

As of December 31, 2022, 2021 and 2020, and for the Years Then Ended

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DJJCPA

DJJCPA, LLC

1660 Lincoln Street, Suite 2620
Denver, CO 80264

303.346.2600
Fax 720.542.9628
www.djjcpa.com

INDEPENDENT AUDITOR'S REPORT

To the Member
Squeeze Franchising LLC

Opinion

We have audited the accompanying financial statements of Squeeze Franchising LLC, which comprises of the balance sheet as of December 31, 2022 and the related statements of income, changes in member's equity, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Squeeze Franchising LLC as of December 31, 2022 and the results of its operations and its cash flows for the year 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 (GAAS). 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 Squeeze Franchising LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The financial statements of Squeeze Franchising LLC for the years ended December 31, 2021 and 2020 were audited by another auditor who expressed an unmodified opinion on those statements on March 25, 2022.

Responsibilities of Management for the Financial Statements

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

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 Squeeze Franchising LLC's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibility 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 an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the 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 Squeeze Franchising LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Squeeze Franchising LLC'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.

DJJCPA, LLC
Denver, Colorado
May 4, 2023

SQUEEZE FRANCHISING LLC
BALANCE SHEET
DECEMBER 31, 2022, 2021 AND 2020

	2022	2021	2020
Assets			
Current Assets			
Cash and cash equivalents	$ 1,140,683	$ 73,747	$ 69,758
Accrued revenue receivable	7,229	-	-
Prepaid marketing materials	11,969	-	-
Total Current Assets	1,159,881	73,747	69,758
Non-current Assets			
Due from member	178,530	287,035	25,590
Deposits	-	3,075	3,075
Total Non-current Assets	178,530	290,110	28,665
Total Assets	$ 1,338,411	$ 363,857	$ 98,423
Liabilities and Member's Equity (Deficit)			
Current Liabilities			
Accounts payable	70,411	$ 5,033	$ 4,688
Accrued expenses	5,000	-	-
Due to Franchisees	9,222	-	-
Total Current Liabilties	84,633	5,033	4,688
Other Liabilities			
Deferred revenue	2,682,000	183,000	151,500
Total Liabilties	2,766,633	188,033	156,188
Member's Equity (Deficit)	(1,428,222)	175,824	(57,765)
Total Liabilities and Member's Equity (Deficit)	$ 1,338,411	$ 363,857	$ 98,423

See Notes to the Financial Statements

SQUEEZE FRANCHISING LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

	2022	2021	2020
Revenue			
Franchise fees	$ 84,000	$ -	$ -
Royalty fees	20,438	-	-
Brand fees	6,126	-	
Other income	41,705	-	-
Total Revenue	152,269	-	-
Operating Expenses			
Advertising and marketing	524,643	236,930	84,542
Franchise development	388,222	24,054	-
Legal and professional fees	267,434	103,618	76,838
Creative development fees	115,133	74,257	-
Travel	74,913	27,149	-
Payroll expenses	40,947	356	206,954
Technology expense	38,550	35,851	-
General and administrative	21,047	4,971	63,123
Dues and subscriptions	13,386	22,890	-
Rent expenses	12,151	13,766	-
Meals and entertainment	9,889	3,987	-
Total Operating Expenses	1,506,315	547,829	431,457
Net Loss	$ (1,354,046)	$ (547,829)	$ (431,457)

See Notes to the Financial Statements

SQUEEZE FRANCHISING LLC
STATEMENTS OF MEMBER'S EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2022, 2021 AND 2020

Beginning Balance, January 1, 2020	$ 373,692
Net income (loss)	(431,457)
Ending Balance, December 31, 2020	(57,765)
Additional paid in capital	781,418
Net income (loss)	(547,829)
Ending Balance, December 31, 2021	175,824
Additional paid in capital	250,000
Distributions	(500,000)
Net income (loss)	(1,354,046)
Ending Balance, December 31, 2022	$ (1,428,222)

See Notes to the Financial Statements

SQUEEZE FRANCHISING LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021	2020
Cash Flows from Operating Activities:			
Net income (loss)	$ (1,354,046)	$ (547,829)	$ (431,457)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:			
Acquisition of intangible assets	-	-	(4,758)
(Increase) decrease in assets:			
Accrued revenue receivable	(7,229)	-	-
Prepaid marketing materials and other current assets	(11,969)	-	-
Deposits	3,075	-	(3,075)
Increase (decrease) in liabilities:			
Accounts payable	65,378	345	(56,148)
Accrued expenses	5,000	-	-
Due to franchisees	9,222	-	-
Deferred Revenue	2,499,000	31,500	-
Net cash provided by (used) in operating activities	1,208,431	(515,984)	(495,438)
Cash Flows from Financing Activities:			
(Advances to) repayments from member	108,505	(261,445)	(42,103)
Capital contributions from member	250,000	781,418	-
Distributions to member	(500,000)	-	-
Net cash provided by (used in) financing activities	(141,495)	519,973	(42,103)
Net change in cash	1,066,936	3,989	(537,541)
Cash, beginning of period	73,747	69,758	607,299
Cash, end of period	$ 1,140,683	$ 73,747	$ 69,758
Non-cash investing and financing activities:			
Transfer intellectual property to Member	$ -	$ -	$ 25,590

See Notes to the Financial Statements

1. Organization and Nature of Business

General Overview

Squeeze Franchising LLC (the "Company"), a Delaware limited liability company, was organized under the laws of the State of Delaware on August 8, 2019. The Company was organized for the purpose of selling franchises under the Squeeze Franchising brand. The sole member of the Company is Squeeze Holdings LLC (the "Member"). The Member is the owner of all intellectual property rights in certain systems, trademarks, service marks, and other intellectual property used in the operation of Squeeze Shops (the "Squeeze IP"). The Company franchises the Squeeze concept through a perpetual license agreement with the Member. The Company intends to franchise locations throughout the U.S. and potentially internationally. The license agreement grants the Company a non-exclusive right to use the Squeeze IP and to license the Squeeze IP to franchisees under franchise agreements.

The Company is in the business of selling franchises for the operation of modern massage studios that provide an elevated service experience with the ease of technology to book and pay for services online, allowing for relaxation after the appointment. The franchise agreements are typically for 10 years and will require the purchaser to pay an initial franchise fee for each location to be opened. Once the franchise begins operations, the Company will charge a royalty fee of up to 6% of the franchise net sales. During the year ended December 31, 2022, two franchise locations were opened.

The Company has relied on resources from its Member to support initial operations and the Member has committed to continue to provide financial support to the Company sufficient for the Company during the start-up phase of the franchising operations.

The Company derives its revenues from one-time franchising fees and recurring royalty, development, and other fees.

2. Significant Accounting Policies

Basis of Presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates and Assumptions

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Significant estimates include, but are not limited to, estimates used in franchise fee revenue recognition, calculating accrued expenses, and estimating the useful life of assets used in calculating depreciation and amortization. Because of the inherent uncertainties in these estimates, it is at least reasonably possible that the estimates used will change in the near term.

2. Significant Accounting Policies (continued)

Reclassifications

Certain reclassifications have been made to the prior years financial statements to conform to the current year presentation with no effect on the results of operations or member's equity (deficit).

Concentration of Credit Risk

The cash balances of the Company are held primarily in one financial institution. If cash balances exceed the amounts covered by the Federal Deposit Insurance Corporation, the excess balances could be at a risk of loss. On December 31, 2022 uninsured cash balances were approximately $890,000.

Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with an original maturity of ninety days or less to be cash equivalents. As of December 31, 2022, 2021, and 2020, the Company carried no cash equivalents.

Fair Value Measurements

The Company's financial instruments, none of which are held for trading purposes, include only cash. Management estimates that the fair value of all financial instruments at December 31, 2022, 2021 and 2020, do not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying financial statements.

Deferred Revenue

Deferred revenue represents the initial franchise fees received associated with franchise agreements that the Company has not yet earned. In accordance with ASC Topic 606, the initial franchise services are not distinct from the continuing rights or services offered during the term of the franchise agreement, and will, therefore, be treated as a single performance obligation. As such, once a franchise location is opened, the initial franchise fees received will be recognized and will be recorded in franchise fee income. The Company had deferred revenue from unearned franchise fees of $2,682,000, $183,000, and $151,500 on December 31, 2022, 2021 and 2020, respectively.

Revenue Recognition

In May 2014, the FASB issued ASU No. 2014-09, Revenue Recognition (Topic 606), Revenue from Contracts with Customers (ASU 2014-09), which the Company adopted on August 8, 2019, with no effect to the financial statements. Topic 606 eliminates industry-specific guidance and provides a single revenue recognition model for recognizing revenue from contracts with customers. The core principle of ASC 606 is that a reporting entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the reporting entity expects to be entitled in exchange for those goods or services.

2. Significant Accounting Policies (continued)

Revenue Recognition (continued)

Under the new guidance, the Company has identified one performance obligation for the use of the license and intellectual property and will recognize the franchise fee at the time the respective franchise opens. The Company had not yet generated revenue for the years ended December 31, 2021 and 2020, as no franchise locations were open for business until after December 31, 2021. The following revenue recognition policies are in place as revenue is generated once franchises are opened:

The transaction price in a standard franchise agreement consists of (a) franchise/development fees; (b) continuing franchise fees (royalties); (c) advertising fees; (d) technology fees; (e) general services fees; and (f) credit card fees, including a per transaction fee. Since the Company considers the franchise license to be a single performance obligation, no allocation of the transaction price under a standard agreement is performed for revenue recognition purposes.

Revenues are recognized by the Company from the following different sources:

Franchise fee revenues – The franchise agreement between the Company and each franchise owner of a Squeeze shop is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise agreement requires the Company as franchisor to perform various activities to support the Squeeze brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company are highly interrelated with the franchise license and are considered to represent a single performance obligation, which is the transfer of the franchise license and intellectual property. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise agreement.

Royalty fee income – Royalty fee income represents royalties earned from each of the franchisees in accordance with the franchise disclosure document and the franchise agreement for use of the "Squeeze" name, processes, and procedures. The royalty rate in the franchise agreement is up to six percent of the net sales of each location operated by each franchisee.

Brand fund income – Brand fund income represents fees earned from each of the franchisees in accordance with the franchise disclosure document and the franchise agreement for the use of the "Squeeze" name for promotional materials. The brand fund fee rate in the franchise agreement is up to two percent of the net sales of each restaurant operated by each franchisee. Brand fund fee income from franchised restaurants is recognized bi-weekly as brand fund income, while expenditures will be included in advertising expenses. Expenditures of the brand fund will primarily be amounts paid to third parties but may also include personnel expenses and allocated costs.

Other income – Other income represents fees for technology intellectual property, guest services, credit card processing, and other various fees charged in accordance with the franchise disclosure document and the franchise agreement as well as product sales.

2. Significant Accounting Policies (Continued)

Income Taxes

The Company is an LLC and is classified as a partnership for income tax purposes. The Company's taxable income or loss is reportable by the Members on their income tax returns. Accordingly, no taxes payable or deferred tax assets or liabilities are reflected in these financial statements.

Advertising and Marketing Costs

Advertising costs, including general brand marketing, are expensed when incurred.

3. Related-Party Transactions

Related party transactions consist of borrowings from, and repayments to, the Member based on shared services in the normal course of business as well as advances to/from the Member. As of December 31, 2022, 2021 and 2022, amounts due from the Member were $219,130, $287,035, and $25,590, respectively.

4. Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date but before financial statements are available to be issued. The Company recognizes in the financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the financial statements. The Company's financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet but arose after the balance sheet date and before the financial statements are available to be issued.

Subsequent to the year end, during January and February 2023, the Company distributed a total of $350,000 to its member.

The Company has evaluated subsequent events through May 4, 2023, which is the date these financial statements were available to be issued and concluded that there were no additional events or transactions that need to be disclosed.

Squeeze Franchising, LLC
Balance Sheet
As of April 30, 2023

		Total
ASSETS		
Current Assets		
Bank Accounts		
1000 Current Assets_Cash		
1004 1st Republic 8996		0.00
1010 Chase x6733		751,877.19
1050 Stripe		0.00
Total 1000 Current Assets_Cash	**$**	**751,877.19**
Total Bank Accounts	**$**	**751,877.19**
Accounts Receivable		
1096 Accounts Receivable (A/R)		0.00
1097 Due from Holdings		178,530.41
1098 Due from Related Party_Okay Humans, LLC		0.00
1099 Due from Related Party_Brightside Holdings, LLC		0.00
Total 1096 Accounts Receivable (A/R)	**$**	**178,530.41**
Total Accounts Receivable	**$**	**178,530.41**
Other Current Assets		
1100 Current Assets_Prepaids		
1125 Prepaid Marketing Materials		-0.04
1130 Prepaid Inventory (not yet received)		1,166.10
1140 Due from Vendors (not yet received)		0.00
Total 1100 Current Assets_Prepaids	**$**	**1,166.06**
1300 Inventory Asset		0.00
1305 Stress Balls		7,490.00
1325 Reruiting Brochures		1,952.00
1360 A Frames		8,579.74
Total 1300 Inventory Asset	**$**	**18,021.74**
Total Other Current Assets	**$**	**19,187.80**
Total Current Assets	**$**	**949,595.40**
Fixed Assets		
1400 Fixed/Noncurrent Assets		
1410 Leasehold Improvements (Long Term Asset)		34,838.38
1415 Leasehold Improvements Accumulated Depreciation		-437.76
Total 1410 Leasehold Improvements (Long Term Asset)	**$**	**34,400.62**
Total 1400 Fixed/Noncurrent Assets	**$**	**34,400.62**
Total Fixed Assets	**$**	**34,400.62**
Other Assets		
1500 Other Long Term Assets		
1505 Technology Platform Buildout version 2 (Long Term Asset)		0.00
1535 Technology Platform Buildout app version 1 > Opening (Long Term Asset)		0.00
1540 Technology Platform Buildout > Opening Accumulated Amortization		0.00
Total 1535 Technology Platform Buildout app version 1 > Opening (Long Term Asset)	**$**	**0.00**
1545 Security Deposits (Long Term Asset)		0.00
Total 1500 Other Long Term Assets	**$**	**0.00**
Total Other Assets	**$**	**0.00**
TOTAL ASSETS	**$**	**983,996.02**
LIABILITIES AND EQUITY		

Liabilities		
Current Liabilities		
Accounts Payable		
2000 Liabilities		7,510.00
2001 Unallocated Deposits from Stripe		147,525.08
2005 Due to Squeeze Holdings		-318,965.77
2010 Due to Franchisees		108,660.78
Total 2000 Liabilities	**-$**	**55,269.91**
Total Accounts Payable	**-$**	**55,269.91**
Credit Cards		
2100 Credit Cards		
2105 AMEX 71005		35,287.19
Total 2100 Credit Cards	**$**	**35,287.19**
Total Credit Cards	**$**	**35,287.19**
Other Current Liabilities		
2600 Misc Current Liabilities		
2605 Testing Stripe to be Refunded		-134.00
2615 Deferred Revenue from Franchisees		183,000.00
2616 Deferred Initial Franchise Fees		2,978,000.00
2618 Deferred Tech IP Fee		36,000.00
Total 2615 Deferred Revenue from Franchisees	**$**	**3,197,000.00**
Total 2600 Misc Current Liabilities	**$**	**3,196,866.00**
Total Other Current Liabilities	**$**	**3,196,866.00**
Total Current Liabilities	**$**	**3,176,883.28**
Total Liabilities	**$**	**3,176,883.28**
Equity		
3000 Opening Balance Equity		0.00
3200 Squeeze Holdings Investment in Earnings of Franchising		251,570.10
3900 Retained Earnings		-2,504,368.40
Net Income		59,911.04
Total Equity	**-$**	**2,192,887.26**
TOTAL LIABILITIES AND EQUITY	**$**	**983,996.02**

These Financial Statements Have Been Prepared with an Audit. Prospective Franchisees or Sellers of Fran chises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

Squeeze Franchising, LLC
Profit and Loss
January - April, 2023

		Total
Income		
4000 Revenue		
4500 Franchise Revenue		
4510 Franchise Royalty Revenue 6% of Net Sales		18,685.25
4511 Royalty Fee on Groupon		106.71
4515 Technology IP Fee Revenue		24,300.00
4520 Brand Fund Fees 2% of Net Sales		3,732.51
4521 Brand Fund Fee on Groupon		35.57
4525 Guest Experience Fees $1,200/mth/location		11,353.72
4530 Credit Card Fees		17,320.98
4535 Recruiting Advertising Fees		4,156.00
4540 Swag/Collateral Income		14,292.63
Total 4500 Franchise Revenue	**$**	**93,983.37**
Total 4000 Revenue	**$**	**93,983.37**
Total Income	**$**	**93,983.37**
Cost of Goods Sold		
5100 Cost of Massage		
5115 Massage Oil & Lotion COS		122.23
Total 5100 Cost of Massage	**$**	**122.23**
Total Cost of Goods Sold	**$**	**122.23**
Gross Profit	**$**	**93,861.14**
Expenses		
10000 Spa Supplies and Uniforms		2,686.39
10210 Employee Uniforms		0.00
Total 10000 Spa Supplies and Uniforms	**$**	**2,686.39**
11000 Office Expenses		
11050 Office Supplies		847.42
11100 Furniture & Fixtures < $2,500		4,631.81
11150 Postage, Printing and Delivery		6,434.96
11200 Parking		54.00
11250 Computer Expenses		1,081.76
Total 11000 Office Expenses	**$**	**13,049.95**
13000 Franchise Development		57,600.00
6000 LABOR		
6300 Other Labor		
6320 Training & Onboarding Costs		434.86
6325 Culture/Employee Morale Benefit		505.12
6330 Recruiting		2,511.26
6335 Creative Development		21,071.73
Total 6300 Other Labor	**$**	**24,522.97**
Total 6000 LABOR	**$**	**24,522.97**

7000 Occupancy Expense		
7050 Base Rent		5,306.45
7100 CAM		
7105 Repairs and Maintenance		3,036.40
7110 Leasehold Improvements Depreciation Expense		437.76
Total 7100 CAM	**$**	**3,474.16**
7300 Utilities		
7305 Telephone & Internet Expense		561.58
7310 Security Alarm Expense		120.00
Total 7300 Utilities	**$**	**681.58**
Total 7000 Occupancy Expense	**$**	**9,462.19**
8000 Marketing & Advertising		275.04
8050 Paid Social		1,030.00
8100 Organic Social		35,993.99
8200 Events		43.80
8250 Swag		3,614.82
8300 Collateral		1,687.99
8350 PR		39,050.00
8360 Franchise Lead Generation		168,517.31
8450 Gifts		4,453.12
Total 8000 Marketing & Advertising	**$**	**254,666.07**
9000 Technology		34,536.98
9050 3rd Party Services - Platform		1,393.82
Total 9000 Technology	**$**	**35,930.80**
Ask Accountant		-149,475.75
GENERAL & ADMIN EXPENSES		
12100 Professional Services		
12125 General Consultants		70,224.61
12130 Legal Fees		24,818.65
12135 Finance and Accounting		14,399.92
Total 12100 Professional Services	**$**	**109,443.18**
12200 Bank Service Charges		257.00
12300 Insurance, Licenses and Permits		
12310 Insurance Expense		2,205.00
Total 12300 Insurance, Licenses and Permits	**$**	**2,205.00**
12400 Dues and Subscriptions		3,487.00
12500 Travel and Entertainment		
12505 Travel Expense (Hotels, Airfare, Parking, Car Rental)		27,418.87
12510 Travel Meals per diem (Out of Town)		2,383.73
12515 Business Meals		3,271.68
12525 Travel Expense (In Town)		1,140.49
12530 Client Meals (In Town)		810.93
Total 12500 Travel and Entertainment	**$**	**35,025.70**
Total GENERAL & ADMIN EXPENSES	**$**	**150,417.88**
Total Expenses	**$**	**398,860.50**
Net Operating Income	**-$**	**304,999.36**
Other Expenses		

21005 Franchisee Payments		-364,910.40
Total Other Expenses	**-$**	**364,910.40**
Net Other Income	**$**	**364,910.40**
Net Income	**$**	**59,911.04**

These Financial Statements Have Been Prepared with an Audit. Prospective Franchisees or Sellers of Fran chises Should be Advised that No Independent Certified Public Accountant Has Audited These Figures or Expressed an Opinion with Regard to their Content or Form.

Exhibit G
State Specific Disclosures and Addenda to Franchise Agreement
SBA Addenda to Franchise Agreement

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF CALIFORNIA

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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.

See the cover page of the disclosure document for Squeeze Franchising's URL address. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

COVER PAGE, RISK FACTOR:

Spousal Liability: Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

ITEM 1, INDUSTRY SPECIFIC REGULATIONS.

The following statement is added to the "Industry Specific Regulations" section in Item 1.

> As of January 1, 2016, new certified massage therapist applicants must have completed 500 hours of education at a California Massage Therapy Council ("CAMTC") approved school and pass a CAMTC approved exam.

ITEM 3, LITIGATION.

The following statement is added to Item 3:

> Neither Franchisor nor any person listed in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such parties from membership in such association or exchange.

ITEM 6, OTHER FEES.

The highest interest rate allowed in California is ten percent (10%) per annum.

ITEM 17, ADDITIONAL DISCLOSURES.

The following statements are added to Item 17:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of the Squeeze Shop. If the Franchise Agreement contains any provision that is inconsistent with the law, the law will control.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

You must sign a general release if you transfer or renew your franchise. These provisions may not be enforceable under California law. 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 21000 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF ILLINOIS

COVER PAGE, RISK FACTORS.

The following statement is added at the end of the first Risk Factor:

SECTION 4 OF THE ILLINOIS FRANCHISE DISCLOSURE ACT PROVIDES THAT ANY PROVISION IN A FRANCHISE AGREEMENT WHICH DESIGNATES JURISDICTION OR VENUE IN A FORUM OUTSIDE OF ILLINOIS IS VOID WITH RESPECT TO ANY CAUSE OF ACTION WHICH OTHERWISE IS ENFORCEABLE IN ILLINOIS.

The following statement is added at the end of the second Risk Factor:

Notwithstanding the foregoing, Illinois law shall govern the Franchise Agreement.

ITEM 17, ADDITIONAL DISCLOSURES.

The following statements are added to Item 17:

The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.

The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under the Illinois Franchise Disclosure Act.

The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal

may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to these Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

The following statement is added to Item 5:

Payment of Initial Franchise Fees will be deferred until Franchisor has met all of its initial obligations to Franchisee, and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Illinois Attorney General's Office due to Franchisor's current financial condition.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF MARYLAND

Item 5, Initial Fees. The following statement is added to Item 5:

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 and the outlet is opened. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

Item 17, Additional Disclosures. The following statements are added to Item 17:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

The provision in the franchise agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF MINNESOTA

1. **Cover Page and Item 17, Choice of Forum and Law**. The following statement is added to the cover page and Item 17:

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

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Minnesota statute are met independently without reference to the Additional Disclosures.

2. **Item 17, Termination**. The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

3. **Item 17, General Release**. The following statement is added to Item 17:

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Minnesota statute are met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

4. Minn. Stat. Sec. 80C.21 may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, as provided for in Minn. Rule 2860.4400J, nothing in the Franchise Disclosure Document or Franchise Agreement requires a franchisee to waive any of his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or, to consent to liquidated damages, termination penalties, or judgment notes; provided that the requirement to arbitrate, as set forth in Section 20 of the Franchise Agreement is enforceable. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Franchise Disclosure Document and Franchise Agreement are amended to state that we will comply with Minnesota Statute 80C.17 subdivisions 5, Limitation on actions.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF NEW YORK

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

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 2 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 language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee": You may terminate the agreement on any grounds available by law.

5. 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.

ADDITIONAL DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF VIRGINIA

The following paragraph is added to the Risk Factor page:

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from $499,736 and $722,189. This amount exceeds the franchisor's stockholder's equity as of December 31, 2020, which is $(57,765).

The following paragraph is added to Item 5:

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Squeeze Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

ADDITIONAL DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Development Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

Pursuant to RCW 19.100.010, a franchisee who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

Pursuant to RCW 19.100, the General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, and the rules adopted thereunder.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO FRANCHISE AGREEMENT
REQUIRED FOR CALIFORNIA FRANCHISEES

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.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

IN WITNESS WHEREOF**,** the Parties have executed this Addendum to Franchise Agreement as of **_____.**

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

ADDENDUM TO FRANCHISE AGREEMENT
REQUIRED FOR ILLINOIS FRANCHISEES

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of the franchise to you was made in the State of Illinois; (B) you are a resident of the State of Illinois; and/or (C) the Squeeze Shop will be located or operated in the State of Illinois.

2. The following sentence is added at the end of Section 27(B):

Notwithstanding the foregoing, Illinois law shall govern this Agreement.

3. The following sentence is added to the end of Section 27(C):

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

4. The following sentence is added at the end of section 27(G):

Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation, 1 year after the franchisee becomes aware of the underlying facts or circumstances or 90 days after delivery to the franchisee of a written notice disclosing the violation.

5. The following sentence is added to the end of section 25(B):

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

6. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

8. The following statement is added to section 7(A):

Payment of Initial Franchise Fees will be deferred until Franchisor has met all of its initial obligations to Franchisee, and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Illinois Attorney General's Office due to Franchisor's current financial condition.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
_____	_____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

ADDENDUM TO FRANCHISE AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to you was made in the State of Maryland; (B) you are a resident of the State of Maryland; (C) part or all of the Protected Area is located in the State of Maryland; and/or (D) the Squeeze Shop will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Section 7.A of the Franchise Agreement:

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.

3. The following sentences are added to the end of Sections 16 and 17:

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

4. The following sentence is added to the end of Section 27(C):

Notwithstanding the foregoing, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The following sentence is added to the end of Section 27(G):

This limitation of claims provision shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law.

6. Section 30 of the Franchise Agreement "Acknowledgement" is deleted in its entirety.

7. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF**,** the Parties have executed this Addendum to Franchise Agreement as of _____**.**

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
_____	_____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

ADDENDUM TO FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to Franchise Agreement dated _____ ("Franchise Agreement") between Squeeze Franchising LLC ("Squeeze Franchising") and _____ ("You") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to you was made in the State of Minnesota; (B) you are a resident of the State of Minnesota; and/or (C) the Squeeze Shop will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Section 17:

Notwithstanding the foregoing, you will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

3. The following sentence is added to the end of Section 4(A):

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 180 days' notice for non-renewal of the Franchise Agreement.

4. The following sentence is added to the end of Section 13:

Notwithstanding the foregoing, we will indemnify you against liability to a third party resulting from claims that your use of a Mark infringes trademark rights of a third party; provided that we will not indemnify against the consequences of your use of the Marks unless the use is in accordance with the requirements of this Agreement and the System.

5. The following sentence is added as Section 19(D):

(D) With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute §80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

6. The following sentences are added to the end of Sections 27(B)-27(C):

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

7. The second sentence of Section 27(D) is deleted and replaced with the following sentence:

You and we waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits.

8. The second sentence of Section 27(H) is deleted and replaced with the following sentence:

Therefore, you agree that, in the event of a default or threatened default of any of the terms of this Agreement by you, we are entitled to seek injunctive relief (both preliminary and permanent) restraining that default and/or to specific performance. A court will determine if a bond or security must be posted.

9. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

10. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
_____	_____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, AND RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

Pursuant to RCW 19.100.010, a franchisee who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the

franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Pursuant to RCW 19.100, the General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, and the rules adopted thereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

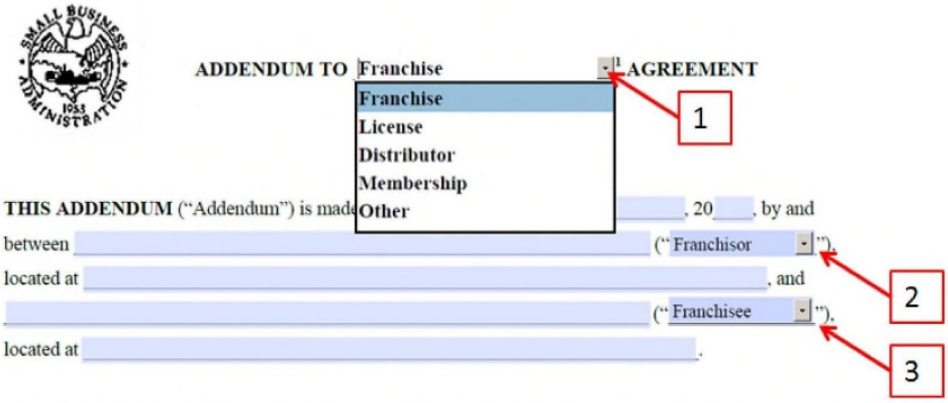
SQUEEZE FRANCHISING LLC	**FRANCHISEE**
_____	_____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

INSTRUCTIONS FOR USE OF SBA FORM 2462
ADDENDUM TO FRANCHISE AGREEMENT

SBA has issued a revised version of the Addendum to Franchise Agreement (SBA Form 2462) which became effective January 1, 2018. SBA's Standard Operating Procedure (SOP) 50 10 5(J) explains updates made to the franchise review process for the 7(a) and 504 loan programs. By executing this Addendum, the franchisor agrees that any terms in its franchise agreement or any other document the franchisor requires the franchisee to sign that are related to control by the franchisor or its franchisees (resulting in a determination by SBA of affiliation between the Franchisor and its franchisees, as defined in 13 CFR part 121 and SBA's Standard Operating Procedure 50 10) will not be enforced against the franchisee during the life of the SBA-guaranteed loan.

SBA Form 2462 has **three** locations with drop down menu options at the beginning of the form (see example below). Once a drop down option is chosen (i.e. #1 "Franchise" #2 "Franchisor" and #3 "Franchisee"), the user must hit the "tab" key to automatically populate the appropriate term in all fields.

Example of Drop-Down Options



Once the drop down options have populated in all three locations, the remaining fillable fields must be completed manually (see example below). These fields will either be blank or contain the language "(Enter type of)" or "(type of agreement)." In each of these fields, enter the type of agreement, e.g., franchise, license, dealer, membership, etc. When completing SBA Form 2462, the text may not be altered except to insert the information required to complete the form.

Example of Fillable Fields to be Completed Manually

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchisee location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the (enter type of) term (excluding additional renewals) for fair market value.

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the (type of agreement) system must meet all SBA eligibility requirements.

ADDENDUM TO FRANCHISE ☐[1] AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between _____ ("Franchisor ☐"), located at _____, and _____ ("Franchisee ☐"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20___, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the (Enter type of) interest or any portion thereof, the transferor will not be liable for the actions of the transferee Franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchisee location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the (enter type of) term (excluding additional renewals) for fair market value.

[1] While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

COVENANTS

- If the Franchisee owns the real estate where the franchisee location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 - 3733.

Authorized Representative of FRANCHISOR:

By: _____

Print Name: _____

Title: _____

Authorized Representative of FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the (type of agreement) system must meet all SBA eligibility requirements.

Exhibit H
Franchise List

LIST OF FRANCHISED SQUEEZE SHOPS AS OF DECEMBER 31, 2022

AZ	Scottsdale	Sam Lewis & Andrew Nicoll	4513 N Scottsdale Rd Suite 112, Scottsdale, AZ 85251	(602) 301-2917
TN	Brentwood	Kevin Brothen	7011 Executive Center Dr Brentwood, TN 37207	(480) 540-0108

LIST OF FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT NOT OPENED A SQUEEZE SHOP AS OF DECEMBER 31, 2022

State(s)	City/ Territory	Name of Franchisee	Address	Phone Number
TX	North Dallas	Carrie Strecker		(661) 373-0732

LIST OF FRANCHISEES WHO CEASED OPERATIONS DURING 2022

None.

COMPLIANCE QUESTIONNAIRE

Questionnaire is not applicable in California.

Do not sign this Statement if you are a resident of Maryland or the business is to be operated in Maryland. This is not applicable to Maryland franchisees.

The questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

As you know, Squeeze Franchising LLC ("Squeeze Franchising") and you are preparing to enter into a Franchise Agreement for the establishment and operation of a franchised Squeeze Shop ("Squeeze Shop"). The purpose of this Compliance Questionnaire is to determine whether any statements or promises were made to you that Squeeze Franchising has not authorized and that may be untrue, inaccurate or misleading. Please review each question and statement carefully and provide honest and complete responses to each question and statement.

Question	Yes	No
1. Have you received and personally reviewed the Franchise Agreement and each exhibit or schedule attached to it?		
2. Have you received and personally reviewed the Disclosure Document we provided?		
3. Did you sign a receipt for the Disclosure Document indicating the date you received it?		
4. Do you understand all of the information contained in the Disclosure Document and all of the terms of the Franchise Agreement?		
5. Have you reviewed the Disclosure Document and the Franchise Agreement with a lawyer, accountant or other professional advisor?		
6. Have you discussed the benefits and risks of developing and operating a franchised Squeeze Shop with existing Squeeze Franchisees?		
7. Do you understand the risks of developing and operating a franchised Squeeze Shop?		
8. Do you understand that the success or failure of your franchised Squeeze Shop will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?		
9. Do you understand that, subject to applicable state law, any applicable mediation, arbitration or litigation must take place in Delaware?		
10. Do you agree that no employee or other person speaking on our behalf has made any statement or promise regarding the costs involved in operating a franchised Squeeze Shop that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?		

Question	Yes	No
11. Do you agree that no employee or other person speaking on our behalf has made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn or the total amount of revenue a franchised Squeeze Shop will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?		
12. Do you understand that the Franchise Agreement and the exhibits to the Franchise Agreement and the Disclosure Document contain the entire agreement between us and you concerning your purchase of a Squeeze Shop franchise and that any oral or written statements, if any, not contained in the Franchise Agreement or Disclosure Document will not be binding?		

EXPLANATION OF ANY NEGATIVE RESPONSES. PLEASE PROVIDE ADDITIONAL PAGES IF NECESSARY [REFER TO QUESTION NUMBER]:

_____

_____

_____

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

All representations requiring prospective franchisees to asset to a release, estoppel, or waiver of liability are not intend to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

FRANCHISE APPLICANT

_____
Signed

_____
Printed Name

_____, 20_____
Date

Exhibit J
Operations Manual Table of Content

Topic:	Page:
Meet Squeeze	1
Operating Partner Training Guide	66
General Manager Training Guide	304
Maître D' Training Guide	442
Lead Therapist Training Guide	473
Therapist Training Guide	496
Local Shop Operating Templates	Appendix
Other Reference Documentation	Appendix

DEVELOPMENT AGREEMENT

This Development Agreement, dated as of the date set forth on the last page of this Agreement, by and between **Squeeze Franchising LLC, a Delaware limited liability company**("Franchisor"), and the party identified on the last page of this Agreement ("Franchisee").

RECITALS

A. Franchisor and Franchisee have signed that certain Franchise Agreement, dated as of _____(the "Franchise Agreement"), with respect to the operation by Franchisee of a Squeeze Shop® (the "First Unit");

B. Franchisee desires to operate additional Squeeze Shop® franchises (the "Subsequent Units"); and

C. Subject to the terms and conditions of this Agreement, Franchisor is willing to grant an additional Squeeze Shop® franchises to Franchisee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Grant of Option to Establish Additional Squeeze Shops.

(a) Subject to and in accordance with the terms of this Agreement, Franchisor grants to Franchisee, and Franchisee accepts, an option to establish and operate additional Squeeze Shops at the following locations or within the following geographical area (the "Development Area"):

_____

_____

_____

In accordance with the following development schedule:

Unit #	Development Deadline
2	
3	
4	
5	

(b) Subject to and in accordance with the terms of this Agreement, Franchisee (and his Principals, directors, officers, managers and employees) will sign and deliver to Franchisor, in connection with each Unit, a franchise agreement (and such other ancillary agreements and documents as Franchisor

may then require in connection with the signing of franchise agreements) in the form then being signed by new franchisees and will be subject to the terms of such franchise agreement (including, without limitation, the Royalties, the Advertising Payments and other fees).

2. Development Fees. The Development Fees payable in connection with the execution of this Development Agreement will vary depending upon the number of Squeeze Shops that you agree to open in the Development Area. For 2023, the Development Fees payable in connection with the Development Agreement shall be:

(a) If the Development Agreement grants you the right to open two (2) Squeeze Shops: $55,000 each ($110,000 total);

(b) If the Development Agreement grants you the right to open three (3) Squeeze Shops: $50,000 each ($150,000 total);

(c) If the Development Agreement grants you the right to open four or five (4-5) Squeeze Shops: $45,000 each ($180,000 to $225,000 total);

(d) If the Development Agreement grants you the right to open six to nine (6-9) Squeeze Shops: $40,000 each ($240,000 to $360,000);

(e) If the Development Agreement grants you the right to open 10 or more Squeeze Shops: $35,000 each ($350,000+).

The Development Fee is due in full upon execution of this Agreement, not refundable, and will be used for our general purposes.

3. Royalties. Unless otherwise provided in this Agreement, the Royalties payable to us in conjunction with each of your Franchise Agreement and each Subsequent Units will be set forth in the Franchise Agreement executed in conjunction with each Franchise Agreement.

4. Conditions to Establishing Additional Squeeze Shops**.** Franchisee acknowledges and agrees that it is critical for Franchisor to protect the Trademarks and to maintain a high quality of services and products provided under the Trademarks. Accordingly, Franchisee acknowledges that Franchisor has a significant interest in granting franchises only to persons who operate their Squeeze Shops in accordance with the highest integrity and operational excellence, and agrees that Franchisee's right to establish and operate the Units will be subject to the satisfaction (in Franchisor's sole discretion) of each of the following conditions:

(a) Franchisee must sign a franchise agreement with respect to each Subsequent Unit by the Development Deadline;

(b) At the time that Franchisee seeks to sign a franchise agreement with respect to a Subsequent Unit, Franchisee (and his Affiliates and their respective Principals, directors, officers, managers and employees) must not be in default of his (or their) obligations under, or related to, this Agreement, any franchise agreement or any other agreement with Franchisor or its Affiliates, and no fact or condition exists that, with the passage of time or the giving of notice, would constitute a default;

(c) At the time that Franchisee seeks to sign a franchise agreement with respect to a Subsequent Unit, (i) all Squeeze Shops operated by Franchisee (and all of his Affiliates) must be in full compliance with all operational and other requirements, rules and policies contained in Franchisor's Operation Manual and (ii) Franchisee must qualify (in Franchisor's sole discretion) for acceptance as a franchisee under Franchisor's then-current qualifications (including, without limitation, financial qualifications) for franchisees;

(d) Franchisee (and his Principals, directors, officers, managers and employees) signs and delivers to Franchisor, in connection with any such Subsequent Unit, the franchise agreement (and such other ancillary agreements and documents as Franchisor may then require in connection with the signing of franchise agreements) in the form then being signed by new franchisees and will be subject to the terms of such franchise agreement including, without limitation, the Royalties, the Advertising Payments and other fees; and

(e) At the time that Franchisee seeks to sign a franchise agreement with respect to a Subsequent Unit, Franchisee must sign a general release of Franchisor and its Affiliates, in the form attached hereto as Schedule A, or in such other form as Franchisor may then require. Franchisee agrees that if Franchisee fails to satisfy (in Franchisor's sole discretion) each of the above conditions, Franchisee will not be entitled to establish or operate the additional Squeeze Shops contemplated by this Agreement and that Franchisor will not be obligated to grant Franchisee any additional franchises or sign any additional franchise agreements with Franchisee; provided, however, that Franchisee's rights with respect to Subsequent Units to which both Franchisee and Franchisor have previously signed franchise agreements will not be subject to the terms of this Section 4, but will be subject to the terms of those franchise agreements.

5. Location of Subsequent Units.

(a) Franchisee must establish and operate each Subsequent Unit within the Development Area, subject to the approval of that location by Franchisor, which approval may not be unreasonably withheld.

(b) Subject to Section 5(c), if Franchisor desires to operate, or grant any other Person the right to operate, a Squeeze Shop within the Development Area, Franchisor will provide to Franchisee written notice of the location at which Franchisor intends that Squeeze Shop to be located (the "Initiating Notice"). If Franchisee provides to Franchisor, within ten (10) days after the date of the Initiating Notice, written notice of Franchisee's intent to sign the franchise agreement with respect to that Unit at the location specified in the Initiating Notice and that franchise agreement (and all other documents to be signed in connection therewith) is signed by Franchisee (and the balance of the franchise fee (and all other amounts payable in connection therewith) is paid) within 30 days after the date of the Initiating Notice, Franchisor will not operate, or grant any other Person the right to operate, a Squeeze Shop at the location specified in the Initiating Notice. If Franchisee fails to satisfy either of those requirements, or this Agreement is terminated, Franchisor will not be subject to the restrictions set forth in this Section 5(b). Notwithstanding the foregoing, if Franchisee fails to satisfy any of the conditions contained in Section 5 at the time that Franchisee's rights under this Section 5(b) would otherwise arise, Franchisor will not be subject to the restrictions set forth in this Section 5(b).

(c) Notwithstanding anything contained in this Agreement to the contrary, including, without limitation, Section 5(b):

(i) Franchisor and/or its Affiliates may market, directly or indirectly, services and/or products (including, without limitation, identical, similar, or other services and products) under the Trademarks (or under other trademarks) through channels of distribution other than Squeeze Shops, including the Internet.

(ii) Franchisor may operate, or grant any other Person the right to operate, Squeeze Shops within certain dense retail traffic areas (such as Las Vegas and Honolulu) or unique or non-traditional marketplaces (such as airports, train stations, hotels, casinos, stadiums and sports and entertainment venues), as designated by Franchisor, in its discretion.

(iii) Franchisor reserves the right to market services and/or products (including, without limitation, identical, similar, or other services and products) under the Trademarks (or under other

trademarks) or otherwise on the Internet. Franchisee may not market his Squeeze Shops or use the Trademarks on the Internet.

(iv) Franchisor reserves the right to market services and/or products (including, without limitation, identical, similar, or other services and products) under the Trademarks (or under other trademarks) outside of the Development Area.

(v) Franchisor reserves the right to market services and/or products (including, without limitation, identical, similar, or other services and products) under trademarks other than the Trademarks within the Development Area.

(d) Franchisee acknowledges that Franchisor presently intends to develop Franchised Businesses (including franchised and company-owned units) throughout the United States and perhaps internationally and that one or more future Franchised Businesses (including franchised and company-owned units) may have an adverse effect on the revenues and profitability of existing Franchised Businesses, including Franchisee's Franchised Businesses. Franchisee further acknowledges that Franchisor has not made any representation or agreement, or provided Franchisee any assurance, that no future Franchised Business (including franchised and company-owned units) would adversely affect the revenues and profitability of Franchisee's Franchised Businesses.

6. Termination**.** This Agreement will terminate upon the earlier of:

(a) the date of the last Development Deadline specified in Section 1 of this Agreement;

(b) the Insolvency of Franchisee;

(c) the default by Franchisee (or any of his Affiliates) of any of his (or their) obligations under, or related to, this Agreement, any franchise agreement or any other agreement with Franchisor or its Affiliates; and

(d) the date on which any franchise agreement previously signed by Franchisee (or any of his Affiliates) and Franchisor, or any other agreement between Franchisee (or any of his Affiliates) and Franchisor (or any of its Affiliates), is terminated.

7. Extension Fee. You may extend the Development Deadline to open a Squeeze Shop, on a month to month basis, by paying us the Extension Fee. The Extension Fee currently being charged is $2,500 per month per Squeeze Shop and shall be paid on or before the 5th day of each month for which an extension is sought. We reserve the right to modify, increase, decrease or waive the Extension Fee in our sole and absolute discretion.

8. Provisions. Each provision, condition and term of this Agreement is material, and a default or violation of any of them will constitute a default of that party's obligations under this Agreement.

9. Definitions**.** All capitalized terms used, but not defined, in this Agreement have the meanings given them in the Franchise Agreement.

10. Notices**.** All communications or notices required or permitted to be given or served under this Agreement must be in writing and will be deemed to have been duly given or made if (a) delivered in person or by courier (including by Federal Express or other courier), (b) deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, or (c) faxed, and addressed to the address or fax number set forth on the last page of this Agreement. All communications and notices will be effective upon delivery in person or by courier to the address set forth in this Agreement, upon being deposited in the United States mail in the manner set forth above or upon being faxed in the

manner set forth above. Any party may change his, her or its address or fax number by giving notice in writing, stating his, her or its new address, to the other party to this Agreement as provided in the foregoing manner.

11. Transfers; Successors and Assigns**.**

(a) Notwithstanding anything contained in this Agreement, or in any other agreement, to the contrary, Franchisee may not assign or otherwise transfer, by operation of law or otherwise, his rights under this Agreement without the prior written consent of Franchisor, which consent may be withheld by Franchisor in its sole discretion. Any transfer of an equity interest in Franchisee, by operation of law or otherwise, and any merger or consolidation of Franchisee (if a corporation, partnership, limited liability company or other entity) will be deemed to be a transfer of the Franchised Business in violation of this Section 11. Any attempt by Franchisee to assign his rights under this Agreement without Franchisor's prior written consent will be void.

(b) Notwithstanding anything contained in this Agreement to the contrary, Franchisor may assign its rights under this Agreement, or delegate any of its obligations hereunder, without the consent of Franchisee or any other person.

(c) Subject to Section 11(a) of this Agreement, this Agreement will be binding upon and inure to the benefit of the parties and their respective assigns, legal representatives, executors, heirs, and successors.

12. Amendment, Modification or Waiver.

(a) Except as stated in this Agreement, no amendment, modification or waiver of any condition, provision or term of this Agreement will be valid or of any effect unless made in writing, signed by the parties, and specifying with particularity the nature and extent of the amendment, modification, or waiver.

(b) Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long the failure continues, will not constitute a waiver by that party of his, her or its rights under this Agreement. Any waiver by any party of any default of another party will not affect or impair any right arising from any other or subsequent default.

13. Entire Agreement**.** This Agreement, including the exhibits, contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to that subject matter. Each of the exhibits is incorporated in this Agreement by this reference and constitutes a part of this Agreement.

14. Terminology**.** All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement or a limitation of the scope of the particular paragraph or section to which they apply. All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, will, where appropriate, include all other genders and the singular will include the plural and vice versa.

15. Counterparts**.** This Agreement may be executed in two or more counterparts, each of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

16. Delaware Law to Govern; Jurisdiction; Right to Jury Trial and Class Action Waived; Certain Damages Waived**.**

(a) This Agreement will be governed by, and construed and enforced in accordance with, the law of Delaware, regardless of any conflict-of-law provisions to the contrary; provided, however, that any law of the State of Delaware that regulates the offer or sale of franchises or business opportunities or governs the relationship between a franchisor and its franchisees, will not apply unless its jurisdictional requirements are met independently without reference to this Section.

(b) Each party agrees that any litigation between the parties will be commenced and maintained only in the courts located in Delaware, and each party consents to the jurisdiction of those courts.

(c) Franchisee hereby waives the right to a jury trial, waives the right to initiate or participate in a class action in any forum and waives the right to seek or collect punitive, consequential, and special damages in any forum.

17. Attorneys' Fees**.** In the event of any claim, controversy or dispute arising out of or relating to this Agreement, or the default thereof, the prevailing party may recover reasonable attorneys' fees incurred in connection with any proceeding.

18. Construction**.** The parties acknowledge that each party was represented (or had the opportunity to be represented) by legal counsel in connection with this Agreement and that each of them and his, her or its counsel have reviewed this Agreement, or have had an opportunity to do so, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or any exhibits hereto or thereto.

19. Additional Actions**.** Each party agrees to do all acts and things and to make, execute and deliver such written instruments as may from time to time be reasonably required to carry out the terms and provisions of this Agreement.

20. Computation of Time**.** Whenever the last day for the exercise of any privilege or discharge of any duty under this Agreement falls upon Saturday, Sunday or any legal holiday under Delaware law, the party having that privilege or duty will have until 5:00 p.m. Delaware time, on the next succeeding regular business day to exercise that privilege or to discharge that duty.

21. Currency**.** Unless otherwise directed by Franchisor in writing, all amounts contemplated by this Agreement will be paid in United States Dollars and deposited in the bank account specified by the recipient. Computation of any amounts to be paid which require conversion between currencies will be made at the selling rate for United States Dollars quoted by Franchisor's primary bank on the date on which payment is made. Franchisee will pay all costs of currency exchange.

22. Authority**.** Any individual signing below on behalf of a corporation, partnership, Limited Liability Company, or other entity personally represents that he has full authority to bind the party or parties on whose behalf he is signing.

23. Terrorist and Money Laundering Activities**.** Franchisee hereby represents and warrants to Franchisor that neither Franchisee, nor any of his Affiliates or their respective equity owners, directors, officers, employees, representatives and agents (collectively, the "Included People"), (a) is identified, by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.treas.gov/offices/enforcement/ofac/) or (b) has violated any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text currently available at www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13224 (text currently available at www.treas.gov/offices/enforcement/ofac/sanctions/terrorism. html) or any similar law. Franchisee agrees

that he will comply with, and will cause the Included People to comply with, all laws prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government. Franchisee further agrees that he will immediately notify Franchisor of the occurrence of any event, or the development of any circumstances, that might render any of the foregoing representations or warranties to be false, inaccurate, or misleading.

24. Acknowledgement of Franchisee**.** Franchisee acknowledges that, except as expressly set forth in the Disclosure Document delivered to Franchisee, neither Franchisor, nor anyone acting on behalf of Franchisor, has made any claims or representations whatsoever regarding potential sales, profits, or earnings achievable by Franchisee in connection with the conduct of the Franchised Businesses. Franchisee acknowledges that he has been informed and he understands that the successful operation of the Franchised Businesses will depend primarily upon the efforts, capabilities and management skills of Franchisee and general economic conditions and trends. Franchisee acknowledges and confirms that he has selected, or will select, the premises on which the Franchised Businesses will be established and operated by him, and that the decision to establish and operate the Franchised Businesses in those premises was, or will be, made solely by him, without any reliance upon any information provided (if any), recommendation made (if any) or approval given (if any) by Franchisor, its Affiliates or any of their respective shareholders, directors, officers, employees, representatives or agents. Franchisee accepts full responsibility for the consequences of his decision.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
By:_____	By:_____
Name: Brittany Driscoll	Name: _____
Title: Chief Executive Officer	Title: _____
Address: 12338 Ventura Blvd.	Address: _____
Studio City, CA 91604	_____

CONSENT OF SPOUSE
(to be signed if Franchisee is a married individual)

In consideration of the execution of the Development Agreement to which this Consent is attached (including the exhibits thereto, the "Agreement") by Squeeze Shop Franchise, LLC, and knowing that Squeeze Shop Franchise, LLC will rely upon this Consent of Spouse, the undersigned spouse of the franchisee identified in the Agreement acknowledges that he/she has read the Agreement, agrees to be bound by provisions and agrees that he/she will make, execute and deliver such instruments and documents that may be necessary to carry out the provisions of the Agreement.

Dated: _____

(Signature of Spouse)

_____
(Print Name of Spouse)

SCHEDULE A TO DEVELOPMENT AGREEMENT INFORMATION SHEET

If Franchisee is any entity, identify:

Type of entity:_____

State of organization:_____

Title of signatory:_____

If an individual, identify state of residence and domicile:_____

Address:_____

Email Address:_____

Person who will supervise the Franchised Business: _____

Address: _____

Email Address: _____

Telephone Numbers: (H) _____

(O) _____

(C) _____

Principals of Franchisee (Shareholders, Partners, Members, Etc.--Total MUST equal 100%)

Name	% Ownership

Number of Squeeze Shops Included with Development Agreement	_____
Development Fee:	_____

_____(Franchisee Initials)

Exhibit K
to Development Agreement

RELEASE

A. Squeeze Franchising LLC, a Delaware limited liability company("Franchisor"), and the undersigned ("Franchisee"), or one or more of Franchisee's Affiliates (as defined below) have signed the Development Agreement and/or one or more Franchise Agreements pursuant to which Franchisor has granted Franchisee an option to establish and operate additional Squeeze Shops.

C. One of the conditions precedent to Franchisee's right to establish and operate the additional Squeeze Shops is the signing and delivery by Franchisee of a general release of Franchisor and its Affiliates.

D. Franchisee or one of his Affiliates desires to establish and operate an additional Squeeze Shops and to exercise its rights under the Development Agreement in connection therewith.

AGREEMENT

IN CONSIDERATION OF Franchisor's agreeing to grant Franchisee or one of his Affiliates a franchise to establish and operate Squeeze Shops in accordance with the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Franchisee, on behalf of Franchisee and his Affiliates and their respective shareholders, members, directors, officers, employees, representatives and agents (collectively, the "Franchisee Parties"), hereby releases, discharges and acquits Franchisor and Sublessor and their Affiliates and their respective shareholders, members, directors, employees, representative and agents (collectively, the "Franchisor Parties") for, from and against any and all claims, demands and causes of action (whether now existing or hereafter arising, known or unknown) that any of the Franchisee Parties now has or may in the future have against any of the Franchisor Parties that resulted, result or may result from, arise out of or relate to the Franchise Agreements, offering and sale of the Squeeze Shop® franchise thereby, the establishment and operation of the Franchisee Parties' Squeeze Shops® and/or the relationship among the Franchisor Parties and the Franchisee Parties in connection with any of the foregoing.

2. For purposes of this Release, the term "Affiliate" means any person or entity controlling, controlled by or under common control with another person or entity.

3. This Release is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

EXECUTED as of the date first set forth above.

_____
[Name of Franchisee]

By:_____

Name:_____

Title:_____

CALIFORNIA ADDENDUM TO DEVELOPMENT AGREEMENT

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.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
By:_____	By:_____
Name: Brittany Driscoll	Name: _____
Title: Chief Executive Officer	Title: _____
Address: 12338 Ventura Blvd.	Address: _____
Studio City, CA 91604	_____

ILLINOIS ADDENDUM TO DEVELOPMENT AGREEMENT

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between **Squeeze Franchising LLC, a Delaware limited liability company**("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

That certain Development Agreement, dated as of the date hereof, by and between Franchisor and Franchisee is amended as follows:

1. Sections 14(a) and (b) of the Development Agreement will be revised to read as follows:

(a) This Agreement will be governed by, and construed and enforced in accordance with, the law of Illinois, regardless of any conflict-of-law provisions to the contrary.

(b) 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.

2. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois is void.

3. Your rights upon termination and non-renewal are set forth in the Section 19 and 20 of the Illinois Franchise Disclosure Act.

4. Payment of Initial Franchise Fees will be deferred until Franchisor has met all of its initial obligations to Franchisee and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Illinois Attorney General's Office due to Franchisor's current financial condition.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Nothing in this or any related agreement is intended to disclaim the representations we made in the latest franchise disclosure document that we furnished to you.

The undersigned does hereby acknowledge receipt of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
By:_____	By:_____
Name: Brittany Driscoll	Name: _____
Title: Chief Executive Officer	Title: _____
Address: 12338 Ventura Blvd.	Address: _____
Studio City, CA 91604	_____

ADDENDUM TO DEVELOPMENT AGREEMENT FOR INDIAN A RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN INDIANA ONLY

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between **Squeeze Franchising LLC, a Delaware limited liability company**("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

1. Indiana law prohibits Franchisor from requiring Franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed pursuant to the Indiana Deceptive Franchise Practices Act or requiring any controversy between Franchisee and Franchisor to be referred to any person, if referral would be binding upon Franchisee. Such prohibition does not apply to arbitration before an independent arbitrator.

2. Indiana law prohibits Franchisor from limiting litigation brought for default of the terms of the Development Agreement.

3. Indiana law may prohibit Franchisor from designating Delaware law to govern the Development Agreement. If it is so construed, Indiana law will govern the Development Agreement.

The undersigned does hereby acknowledge receipt of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
By:_____	By:_____
Name: Brittany Driscoll	Name: _____
Title: Chief Executive Officer	Title: _____
Address: 12338 Ventura Blvd.	Address: _____
Studio City, CA 91604	_____

ADDENDUM TO DEVELOPMENT AGREEMENT FOR MARYLAND RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN MARYLAND ONLY

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between **Squeeze Franchising LLC, a Delaware limited liability company**("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

1. That certain Development Agreement, dated as of the date hereof, by and between Franchisor and Franchisee, is amended as follows:

2. The provisions of Section 18 are not intended to, nor will they, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Section 24 of the Development Agreement "Acknowledgement of Franchisee" is deleted in its entirety.

4. Pursuant to the Maryland Franchise Registration and Disclosure Law, litigation arising out of the Development Agreement may be conducted in Maryland.

5. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

6. 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 and the outlet is opened. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
By:_____	By:_____
Name: Brittany Driscoll	Name: _____
Title: Chief Executive Officer	Title: _____
Address: 12338 Ventura Blvd.	Address: _____
Studio City, CA 91604	_____

ADDENDUM TO DEVELOPMENT AGREEMENT FOR MINNESOTA RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN MINNESOTA ONLY

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between **Squeeze Franchising LLC, a Delaware limited liability company**("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

That certain Development Agreement, dated as of the date hereof, by and between Franchisor and Franchisee, is amended as follows:

1. The provisions of Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.440J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in this Development Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Section 16(c) of the Development Agreement will be deleted. The undersigned does hereby acknowledge receipt of this Addendum.

3. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of _____.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
By:_____	By:_____
Name: Brittany Driscoll	Name: _____
Title: Chief Executive Officer	Title: _____
Address: 12338 Ventura Blvd.	Address: _____
Studio City, CA 91604	_____

ADDENDUM TO DEVELOPMENT AGREEMENT FOR NORTH DAKOTA RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN NORTH DAKOTA ONLY

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between Squeeze Franchising LLC, a Delaware limited liability company("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

That certain Development Agreement, dated as of the date hereof, by and between Franchisor and Franchisee, is amended as follows:

1. Section 16 of the Development Agreement is subject to the following: (a) litigation may be conducted in North Dakota, (b) North Dakota law will govern the Development Agreement and (c) paragraph 16(c) will be deleted.

The undersigned does hereby acknowledge receipt of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of_____.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
By:_____	By:_____
Name: Brittany Driscoll	Name: _____
Title: Chief Executive Officer	Title: _____
Address: 12338 Ventura Blvd.	Address: _____
Studio City, CA 91604	_____

ADDENDUM TO DEVELOPMENT AGREEMENT FOR VIRGINIA RESIDENTS AND FRANCHISEES WHOSE FRANCHISES WILL BE LOCATED IN VIRGINIA ONLY

AGREEMENT, dated as of the date set forth at the end of this Agreement, by and between Squeeze Franchising LLC, a Delaware limited liability company("Franchisor"), and the franchisee identified at the end of this Agreement ("Franchisee").

That certain Development Agreement, dated as of the date hereof, by and between Franchisor and Franchisee, is amended as follows:

1. The following language is added to the Development Agreement.

> "The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Development fees owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement."

The undersigned does hereby acknowledge receipt of this Addendum.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused this Agreement to be executed, as of_____.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
By:_____	By:_____
Name: Brittany Driscoll	Name: _____
Title: Chief Executive Officer	Title: _____
Address: 12338 Ventura Blvd.	Address: _____
Studio City, CA 91604	_____

WASHINGTON ADDENDUM TO THE FRANCHISE DEVELOPMENT AGREEMENT, AND RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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

Pursuant to RCW 19.100.010, a franchisee who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Development Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Pursuant to RCW 19.100, the General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, and the rules adopted thereunder.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

SQUEEZE FRANCHISING LLC	**FRANCHISEE**
By:_____	By:_____
Name: Brittany Driscoll	Name: _____
Title: Chief Executive Officer	Title: _____
Address: 12338 Ventura Blvd.	Address: _____
Studio City, CA 91604	_____

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	7/13/2023
Florida	Pending
Illinois	6/30/2023
Indiana	7/7/2023
Kentucky (Perpetual)	11/7/2019
Michigan	6/14/2023
Minnesota	Pending
Maryland	Pending
New York	Pending
Rhode Island	6/27/2023
Texas (Perpetual)	10/16/2019
Utah	Pending
Virginia	Pending
Washington	8/4/2023
Wisconsin	6/13/2023

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

RECEIPT

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 Squeeze 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 payment to, Squeeze Franchising LLC or its affiliates in connection with the proposed sale or sooner if required by applicable state law.

New York and Rhode Island require that Squeeze Franchising, LLC 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. Michigan requires that Squeeze Franchising, LLC 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 Squeeze 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 state agency listed in Exhibit A.

The franchisor is Squeeze Franchising LLC, 12338 Ventura Blvd., Studio City, CA 91604. Its telephone number is 310.740.4653.

Issuance Date: **June 8, 2023**

The franchise sellers for this offering are Squeeze Franchising LLC and Jennifer Brock, 12338 Ventura Blvd., Studio City, CA 91604 and _____.

Squeeze Franchising LLC authorizes the respective state agencies listed in Exhibit B to receive service of process for it in the particular state.

I received a disclosure document dated **June 8, 2023** that included the following exhibits:

A. List of State Administrators
B. List of Agents for Service of Process
C. Franchise Agreement
D. Confidentiality Agreement
E. General Release
F. Financial Statements
G. Addenda Required by Certain States
H. Franchisee List
I. Table of Contents Squeeze Shop Operations Manual
J. Development Agreement
K. State Effective Dates
L. Receipts (2 Copies)

Date of Receipt:_____ _____
Print Name

_____ _____
Signature Street Address

_____ _____
Company Name City, State Zip Code

_____
Telephone Number

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 Squeeze 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 payment to, Squeeze Franchising LLC or its affiliates in connection with the proposed sale or sooner if required by applicable state law.

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The franchisor is Squeeze Franchising LLC, 12338 Ventura Blvd., Studio City, CA 91604. Its telephone number is 310.740.4653.

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I. Table of Contents Squeeze Shop Operations Manual
J. Development Agreement
K. State Effective Dates
L. Receipts (2 Copies)

Date of Receipt:_____ _____
Print Name

_____ _____
Signature Street Address

_____ _____
Company Name City, State Zip Code

_____
Telephone Number