FRANCHISE DISCLOSURE DOCUMENT

The Dentist's Choice, Inc.
A Nevada Corporation
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Incline Village, Nevada 89451
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The franchise offered is to operate a business providing repair and rebuild services for dental handpieces including attachments and other instruments.

The total investment necessary to begin operation of a The Dentist's Choice franchise ranges from $64,000 to $68,500. This includes $59,500 that must be paid to the franchisor.

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

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

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

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

Issuance date of this Franchise Disclosure Document: ~~April 11th, 2022~~

May 24, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I 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 Exhibits A and A-1.
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 B 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 by the only The Dentist's Choice 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 The Dentist's Choice franchisee?	Item 20 or Exhibits A and A-1 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 documents 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 that 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 D.

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

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

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APPLICABLE STATE LAW MAY PROVIDE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT F.

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is The Dentist's Choice, Inc. and is called "The Dentist's Choice," "we" or "us" in this disclosure document. A person who acquires a franchise from us is called "you" and occasionally "the franchisee." If you are a corporation, partnership, limited liability company or other business entity, certain provisions of our Franchise Agreement (Exhibit C) also will apply to your owners. (See Item 15)

We are a Nevada corporation. Our principal business address is 774 Mays Blvd. Suite 10-297, Incline Village, Nevada 89451. We operate under our corporate name and the name "The Dentist's Choice." Our ~~affiliates are The Senior's Choice, Inc. ("TSC") and~~affiliate is Hallmark Homecare, ~~Inc~~LLC. ("HHC"), whose principal business addresses ~~are~~is the same as our address. HHC offers franchises for the operation of a Direct Referral Agency that recruits caregivers providing in-home non-medical companionship and domestic care services for the elderly. Except as described here, we currently have no parent company, predecessors or affiliates that offer franchises in any line of business or provide products or services to our franchisees. If we have an agent for service of process in your state, we disclose that agent in Exhibit D.

We offer and grant franchises to certain qualified individuals to develop and operate dental handpiece repair businesses under the name "The Dentist's Choice" and our Franchise Agreement. We call the "The Dentist's Choice" Business that you will operate your "Franchised Business." In operating your Franchised Business, you will offer repair services for dental handpieces, along with the attachments and other dental instruments. If you acquire a franchise from us, you will operate your Franchised Business from one or more locations within your Protected Territory (see Item 12) and use our proprietary trademarks, service marks, trade names, commercial symbols, logos and slogans (the "Marks") (See Item 13). You must notify us of the location(s) for your Franchised Business, which may be your home.

We believe the market for dental handpiece repair businesses is well established. You will offer your services only to dentists operating in the geographic area that we and you designate (your "Protected Territory") (See Items 11, 12 and 15). You will compete with other dental handpiece repair companies, dental supply companies, and handpiece manufacturers.

There are no regulations specific to the industry in which "The Dentist's Choice" businesses operate, although you must comply with all local, state and federal laws that apply generally to all businesses. You also must comply with all local zoning, business licensing and other regulations applicable to your Franchised Business. Depending on the state in which your Franchised Business operates, you also may have licensing requirements.

Item 2

BUSINESS EXPERIENCE

President, Chief Executive Officer and Director: Steven G. Everhart

Steve Everhart has been our President and Chief Executive Officer, and one of our Directors, since March 1998. He has also served as Chief Executive Officer of HHC since he founded the company in October 2011. From 1999 to February 2019, Steve also served as President and Chief Executive Officer and a Director of The Senior's Choice, Inc. ("**TSC**") in Incline Village, Nevada. He serves in his present capacities in Incline Village, Nevada.

General Manager: James David Morgan

David Morgan has been our GM since October 1999.

Technician and Trainer: Bud Smith

Bud Smith has been a Technician and Trainer ~~since June 2004~~in the dental handpiece repair industry since 1989. Before he joined The Dentist's Choice in July 2004, Bud worked for Champion Dental and Henry Schein Companies. He has been working as our lead technician and trainer since that time.

Technician and Trainer: Kevin Hocking

Kevin Hocking has been a Technician and Trainer in the dental handpiece repair industry since 1993. Before he joined The Dentist's Choice in March of 2021, Kevin worked for Bien Air and Henry Schein Companies. He has been working as our associate technician and associate trainer since that time.

Director and Administrator: Nona Everhart

Nona Everhart has been our Administrator and one of our Directors since March 1998.

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Item 3

LITIGATION

No litigation is required to ~~report~~be disclosed in this Item.

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Item 4

BANKRUPTCY

No ~~person identified in Items 1 or 2 of this Disclosure Document has been involved as a debtor in any~~ bankruptcy ~~proceedings~~is required to be disclosed in this Item~~.~~

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Item 5

INITIAL FEES

When you sign your Franchise Agreement, you must pay us a lump sum initial franchise fee of $50,000 (the "Initial Franchise Fee"). The Initial Franchise Fee is nonrefundable unless we reject your franchise application after you have sent us the Initial Franchise Fee, then we will refund the entire $50,000.

In addition to the Initial Franchise Fee, you purchase from us an initial supply dental hand tools, equipment, and communication materials for approximately $5,000, as well as an initial inventory of replacement parts for approximately $4,500 for a total of $9,500. (See Items 7 and 8)..

Item 6

OTHER FEES

(1) Type of Fee[(1)]	(2) Amount	(3) Due Date	(4) Remarks
Royalty/Service Fee	5% of Annual Gross Sales [(1)] up to $60,000, thereafter 4% of Annual Gross Sales from $60,001 to $120,000, and 3% of Annual Gross Sales exceeding $120,000 For the 1st 30 months the Minimum is $250 per month. Thereafter, the minimum is increased to $350 per month.	10th of each month	Based upon Gross Sales during the previous calendar month
Required Purchases	A minimum of $5,000 each calendar quarter and after 30 months a minimum of $7,000 each calendar quarter	As incurred	You must buy certain products and services from us (or if we, in our sole judgment, determine, from designated or approved suppliers) or, for certain goods, that meet our standards and specifications
Transfer Fee	$10,000	Before we approve the transfer	Due upon transfer of the franchise, your interest in the Franchise Agreement or the Franchised Business or an ownership interest in you. Does not apply when you transfer to a corporation or other business entity that you control
Training Fee – Additional Staff	$5,000 per attendee	As incurred	We will train an additional person or persons you designate at later times. The fee is $5,000 per person and is payable in advance of the training event.
Audit Expenses Fee	Cost of inspection or audit (approximately $1,000 to $3,000)	15 days after the completion of the audit	Due only if audit shows an understatement of at least 10% of Gross Sales or if you fail to furnish reports or other information on time
Costs and Attorneys' Fees	Will vary with the circumstances	As incurred	Due upon your failure to comply with the Franchise Agreement

(1) Type of Fee[1]	(2) Amount	(3) Due Date	(4) Remarks
Indemnification	Will vary with the circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your operation of the Franchised Business or breach of the Franchise Agreement
Interest on Late Payments	Highest commercial contract rate the law allows or 1.5% per month, whichever is less. The highest interest rate allowed in California is 10%.	As incurred	Interest is charged beginning 60 days after the invoice date
Liquidated Damages for Competing with Us After Franchise Agreement Terminates or Expires	20% of the monthly Gross Sales of the competing business	As incurred	Due only if you own or perform services for a business that competes with us or our franchisees during the 2-year period after the Franchise Agreement terminates or expires

Notes:

(1) Unless otherwise indicated, all fees are uniformly imposed (or based on uniform calculations), nonrefundable, and imposed and collected by and payable to us.

(2) "Gross Sales" means all sums, property or other value which you receive (whether in cash or in kind, without any deductions of any type) resulting directly or indirectly from the operation of your Franchised Business or through the use of our Marks in any way.

We intend the term "Gross Sales" to include all value which you receive from all sources related to the Franchised Business, except sales tax, customer refunds and the sale in bulk of the assets of your Franchised Business.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

(1) Type of expenditure	(2) Amount *	(3) Method of Payment	(4) When due	(5) To whom payment is to be made
Initial Franchise Fee (1)	$50,000	Lump sum	On signing Franchise Agreement	Us
Sales material and Hand Tools (2)	$5,000	Lump sum	As incurred	Vendors, Us
Initial Parts Inventory (3)	$4,500	Lump sum	As incurred	Us
Training Expenses (4)	$1,500 to $2,500	Lump sum	As incurred	Vendors, Us
Insurance, Licenses, Permits and other Miscellaneous Opening Costs (5)	$500 to $1,500	As incurred	Before opening	Third Parties or government
Real Estate	(See Note 7)	(See Note 7)	(See Note 7)	Landlord
Additional Funds – 3 Months (6)	$2,500 to $5,000	As incurred	As incurred	Suppliers, employees, Us
TOTAL ESTIMATED INITIAL INVESTMENT (excluding real estate costs) (7)	$64,000 to $68,500			

* Except for the Initial Franchise Fee (see Item 5), all payments for your initial investment are non-refundable unless otherwise stated or agreed.

Explanatory Notes:

1. **Initial Franchise Fee**. We describe the Initial Franchise Fee in detail, along with the conditions for its refund, in Item 5.

2. **Equipment and Hand Tools**. This includes the cost of equipment and hand tools necessary to repair both high-speed and slow-speed dental handpieces, as well as letterhead, stationery, presentation folders and other supplies. This also includes the cost (approximately $500) for a compressor (3 Q.F.M. minimum) you must purchase from a third party. During the Franchise Agreement's term, you must purchase all equipment and hand tools from us unless we direct otherwise. (See Item 8)

3. **Initial Parts Inventory**. You must purchase from us a start-up package of initial parts inventory used to repair high-speed and slow-speed dental handpieces. During the

Franchise Agreement's term, you must purchase all replacement parts inventory from us unless we direct otherwise. (See Item 8)

4. **Training Expenses**. This figure represents the travel, food and lodging expenses you incur during training. (See Item 11)

5. **Insurance, Licenses, Permits and Other Miscellaneous Opening Costs**. This covers business licenses and permits, costs for installing telephones (where necessary), legal and accounting expenses and other miscellaneous costs.

6. **Additional Funds**. This figure represents your operating expenses during the first 3 months of operation, including working capital needed for additional parts inventory, but does not include amounts for your living expenses. This estimate does not include the cost of any financing or interest, or the amount of debt service obligation that you might undertake.

   The estimates given in this item are averages and reflect expenses for a typical franchise under typical circumstances. Your situation might not be typical, and unforeseen circumstances might arise. You should review these figures carefully with a business advisor before you make a decision to acquire the franchise. A variety of factors, such as your skill and business acumen, how closely you follow our methods and procedures, economic conditions, the local market for dental handpiece repair and local competition will affect many of the described expenses. We relied on our experience in franchising, and our franchisees' experience in operating, "The Dentist's Choice" Businesses since 1994 to compile these estimates.

7. **Total Estimated Initial Investment**. This amount reflects our current estimate of your initial investment for a "The Dentist's Choice" franchise. The amounts shown are our best estimates of the amounts that franchisees typically spend for the purposes indicated. However, your actual costs might be higher or lower depending on your particular circumstances and the circumstances of your franchise, including your decisions to use your residence or lease business premises and to open additional locations, your decision to hire employees, discretionary expenditures and other factors.

   We anticipate that you will operate the Franchised Business from an office in your home. Therefore, this chart does not include any estimates for the purchase or lease of real property, construction, leasehold improvements, decorating costs, fixtures or utility deposits. If you decide to purchase or rent office space for the Franchised Business, it will likely be located in an office building, strip mall or similar space consisting of approximately 500 square feet. Your monthly rent and security deposit or monthly mortgage payments will depend upon the size, condition and location of the premises and the demand for the premises among other possible tenants or purchasers. If you purchase or lease office space you also must purchase signs for the premises that conform to our standards and specifications. This chart does not include any estimate for the cost of signs.

We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing will depend on many factors, including the availability of financing generally, your creditworthiness and collateral and lending policies of financial institutions from which you request a loan.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Standards and Specifications

You must operate the Franchised Business under our standards and specifications, which may regulate, among other things, the brands, types and models of products and the types of services that you offer and sell to customers; supplies, equipment and other items you use to operate your Franchised Business; required or authorized products or product categories; and designated or approved suppliers of these items (if we determine, in our sole judgment, to designate or approve suppliers other than us). To maintain the quality of the goods and services that "The Dentist's Choice" Businesses sell and the reputation of "The Dentist's Choice" franchise network, you must purchase or lease products that you offer and sell to customers, supplies, equipment and similar items that meet our minimum standards and specifications and, if we require, from us or suppliers that we designate or approve (see below). We issue and modify our standards and specifications based on our experience in franchising and our franchisees' experiences in operating dental handpiece repair businesses, and these standards and specifications may impose minimum requirements for product quality, prices and consistency. We will notify you in our Manuals or other written materials of our standards and specifications and, if we determine (in our sole judgment) to designate or approve suppliers other than us, the names of designated or approved suppliers. There might be situations where you may obtain items (such as certain office supplies) from any supplier whose products can satisfy our standards and specifications.

Designated and Approved Suppliers

Currently, you must purchase all hand tools, dental handpiece repair equipment and replacement parts inventory used to operate your Franchised Business throughout the franchise term from us. Otherwise, there are no items for which we or an affiliate is an approved supplier or the only approved supplier of that good or service. If, in the future, we determine (in our sole judgment) to designate or approve suppliers other than us for these items, you must purchase them only from those suppliers that we designate or approve. In addition, you must buy communication materials (see Item 5) and we may obtain bulk quantities of brochures, mailings or similar promotional materials which you may purchase from us. During ~~2020~~2022, our revenue from franchisee purchases was $1,~~733,450,~~839,241 which is 73% of our total revenue of $2,~~389,534~~530,954 during that period. We currently do not receive any payments or other material consideration from suppliers based on franchisee purchases, but we reserve the right to in the future. Collectively, the purchases described above represent approximately 95% to 100% of your total purchases from us in establishing and operating the Franchised Business.

Except as described above, there currently are no fixtures, equipment~~,~~, computer hardware or software, real estate, or comparable items related to establishing or operating the Franchised Business that you must purchase from us or from designated or approved suppliers. However, all goods and materials that you use to operate your Franchised Business must be purchased from us or meet our standards and specifications, and you may not purchase any item that we have not approved. If you want to use any product in operating your Franchised Business that we have not authorized, you must submit sufficient information about the product so that we can determine whether the item complies with our standards and specifications. Within a reasonable time (usually 2 days) after receiving all information, we will approve or reject the proposed product. We charge no fees to secure a product's approval. If, in the future, we determine (in our sole judgment) to approve suppliers other than us for any items, we may condition our approval of a proposed supplier on product quality, product availability, pricing, consistency, reliability, financial capability, labor and customer relations and similar criteria, and the procedure for securing supplier approval would be similar to the procedure for securing product approval. If we determine at any time that a product or supplier no longer satisfies our standards, we may revoke our approval by notifying you and/or the supplier in writing. There currently are no purchasing or distribution cooperatives, but we occasionally negotiate purchase arrangements with suppliers (including price terms) for the benefit of franchisees. There currently are no suppliers of products or services to franchisees in which one of our officers owns an interest (except for us).

Advertising

Before you use them, you must send us for approval samples of all advertising, marketing and promotional materials that you wish to use to promote your Franchised Business, unless we have prepared or previously approved the materials. We will ordinarily approve or disapprove your advertising materials within 2 days after we receive all information we require. You may not use any advertising, marketing or promotional materials that we have not approved or have disapproved, and we may revoke our approval of these materials at any time. These restrictions apply to any information you have on a “Website” (defined as an interactive electronic document contained on a network of computers linked by communications software) connected with the Franchised Business, and you may not have a ~~Website~~website relating to your Franchised Business (or change any information on an approved Website) unless we approve. You may not conduct commerce or directly or indirectly offer or sell any products or services using any Website, another electronic means or medium, or otherwise over the Internet.

Item 9

FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in agreement	Disclosure document item
(a)	Site selection and acquisition/lease	Section 3 in Franchise Agreement	Items 7 and 11
(b)	Pre-opening purchases/leases	Sections 9.2 and 9.8 in Franchise Agreement	Items 7, 8 and 11
(c)	Site development and other pre-opening requirements	Sections 3, 8.2, 9.2 and 9.8 in Franchise Agreement	Items 7, 8 and 11
(d)	Initial and ongoing training	Sections 4.3 and 4.4 in Franchise Agreement	Items 6, 7 and 11
(e)	Opening	Section 3.2 in Franchise Agreement	Item 11
(f)	Fees	Sections 5, 6, 7, 8.2, 8.3, 9.7, 11.1, 12.2, 14.4 and 24 in Franchise Agreement	Items 5, 6 and 7
(g)	Compliance with standards and policies/operating manual	Sections 4.2 and 9.1 to 9.6 in Franchise Agreement	Items 8 and 11
(h)	Trademarks and proprietary information	Sections 4.1, 9.9, 14.1 and 14.2 in Franchise Agreement	Items 13 and 14
(i)	Restrictions on products/services offered	Section 9.1 in Franchise Agreement	Items 8, 11 and 16
(j)	Warranty and customer service requirements	Section 9.4 in Franchise Agreement	Item 16
(k)	Territorial development and sales quotas	Sections 9.12 in Franchise Agreement	Items 12 and 17
(l)	On-going product/service purchases	Sections 4.7(f), 9.1, 9.2 and 9.3 in Franchise Agreement	Items 6 and 8
(m)	Maintenance, appearance and remodeling requirements	Not applicable	Not applicable
(n)	Insurance	Section 9.8 in Franchise Agreement	Items 6, 7 and 8
(o)	Advertising	Section 8 in Franchise Agreement	Items 8 and 11
(p)	Indemnification	Sections 9.7 and 11.1 in Franchise Agreement	Items 6 and 13
(q)	Owner's participation/ management/staffing	Sections 1.2 and 9.5 in Franchise Agreement	Items 11 and 15

Obligation		Section in agreement	Disclosure document item
(r)	Records and reports	Sections 7.4, 9.6(a) and 9.6(b) in Franchise Agreement	Item 6
(s)	Inspections and audits	Sections 9.6(b) and 9.6 (c) in Franchise Agreement	Item 6
(t)	Transfer	Section 12 in Franchise Agreement	Items 6 and 17
(u)	Renewal	Section 1.3 in Franchise Agreement	Items 6 and 17
(v)	Post-termination obligations	Section 14 in Franchise Agreement	Item 17
(w)	Non-competition covenants	Sections 14.4 and 16 in Franchise Agreement	Item 17
(x)	Dispute resolution	Sections 18, 21, 22 and 23 in Franchise Agreement	Item 17
(y)	Warranty on products purchases from us (1)	Section 11.2 in Franchise Agreement	
(z)	Waiver of punitive damages and jury trial (2)	Section 23 in Franchise Agreement	

(1) We warrant that all replacement parts, hand tools, and other items that we sell to you will be free from defects in materials, workmanship and design for 90 days from the date you place the item "in service" (i.e., the date on which you install the replacement part or begin using the hand tools and other items). If you discover such a defect within that 90 day period, and we agree, you may return the part to us for a refund credit. Except as explicitly described above, we shall not be liable to you or any other person with respect to the services, inventory, products or equipment used in connection with your Franchised Business or the sale of any services or items bearing the Marks, including the performance characteristics, fitness or suitability of any of them for any purpose. Except as explicitly described above, we make no warranties, express or implied, with respect to the use of the Marks or your equipment or inventory, the use or characteristics of any products, goods, or items sold to you, or the performance, results, or effects of any of them. We disclaim many implied warranty of merchantability and any implied warranty of fitness for a particular purpose with respect to any items which we sell to you. Notwithstanding any other provision of the Franchise Agreement, we disclaim any liability for incidental or consequential damages or losses of any sort arising from the signing of the Franchise Agreement, our furnishing services to you, our selling items to you or as a consequence of any goods or services which you provide to your clients under the Marks, whether or not arising from defects, malfunctions or failure to conform to specifications.

(2) Except with respect to your obligation to indemnify us and claims we bring against you for your unauthorized use of the Marks or unauthorized use or disclosure of any Confidential Information, we and you and your owners waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between us and you (or your owners), the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. We and you (and each of your owners) irrevocably waive trial by

jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either of us.

Item 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM, AND TRAINING

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

Before you open your Franchised Business, we will:

1. Negotiate with you and agree to the boundaries of your Protected Territory. (Franchise Agreement - Section 2.1) (See Items 5 and 12)

2. Loan to you one copy of our Manuals (the "Manuals"), which currently consists of our Repair Manual and Marketing and Operations Manual. The Manuals contains mandatory and suggested specifications, standards and operating procedures we periodically prescribe for "The Dentist's Choice" Businesses, as well as information about your other obligations under the Franchise Agreement and in operating your Franchised Business. We may modify the Manuals periodically to reflect changes in the specifications, standards and operating procedures for "The Dentist's Choice" Businesses, to disclose information concerning new products or services that we may prescribe for sale by "The Dentist's Choice" Businesses, or to specify makes, brands and models of equipment, supplies or other materials that our franchisees may or must use in operating "The Dentist's Choice" Businesses. You must keep your copy of the Manuals current by immediately inserting all modified pages or other materials that we furnish. If a dispute arises about the contents of the Manuals, the master copies that we maintain at our principal office will control. You may not at any time copy any part of the Manuals. The Manuals' table of contents is Exhibit E. (Franchise Agreement - Section 4.2) The Marketing & Operations Manual contains 604 pages; the Repair Manual contains 187 pages.

3. Loan to you one copy of our Marketing and Operations Manual (which constitutes a part of the Manuals) which contains general and specific advice on establishing, marketing and operating your Franchised Business. (Franchise Agreement - Section 4.6). We will provide you with samples of brochures and other promotional items and assistance in developing sales presentations for dentists.

4. Sell you an initial supply of hand tools, equipment, supplies and dental handpiece replacement parts inventory. (Franchise Agreement - Section 4.5) (See Items 5, 7 and 8)

During your operation of your Franchised Business, we will:

1. At no additional cost to you, provide you with reasonable ongoing continuing guidance and advice during normal business hours via telephone regarding your Franchised Business' operation, including the mechanics of dental handpiece repair, accounting, inventory control, marketing and basic management. (Franchise Agreement - Section 4.7(a)) We also may, at our judgment, supplement this telephone support with periodic visits to your Franchised Business location(s) to discuss your dental handpiece repair practices, marketing, accounting, and other operating methods; however, we need not make any such visits.

2. Conduct research into improved products and services for sale by, and ways to operate and market, "The Dentist's Choice" Businesses. We will share our results with you at no additional cost. We may establish maximum, minimum or other pricing requirements to the fullest extent allowed by law. (Franchise Agreement - Sections 4.7(b) and 9.1)

3. Provide you with reasonable guidance and assistance in selecting your media purchases, scheduling your ongoing promotions and developing sales presentations to dentists and sources of referrals. (Franchise Agreement - Section 4.7(c))

4. Provide you with updated lists of certain products, equipment, inventory and supplies that we authorize for use by "The Dentist's Choice" Businesses and, if we determine (in our sole judgment) to designate or approve suppliers other than us, lists of designated or approved suppliers. (Franchise Agreement - Section 4.7(e)) (See Item 8)

5. Continue to sell you a supply of hand tools, equipment, supplies and dental handpiece replacement parts inventory. (Franchise Agreement - Section 4.5) (See Items 5, 7 and 8)

Advertising

Periodically during the Franchise Agreement's term we will, in our judgment, furnish you with: (a) samples of certain promotional packages, brochures, newspaper inserts, direct mail flyers, advertising slicks, graphic designs, layouts, letterhead, envelopes and similar items which you must pay to duplicate; (b) multiple copies of written advertisements and brochures which we will provide to you at no additional cost; and (c) packages of mailings and other materials which you may purchase from us. These printed advertising materials may come from us or from an outside advertising agency and be local, regional or national in scope. (Franchise Agreement - Sections 4.7(c) and 4.7(d)). However, we will not place, run or pay the media placement costs of any print media advertisements, commercials or promotions for you. We need not spend any amount on advertising in the geographic area where your Franchised Business is located. There currently are no advertising funds, cooperatives or councils for "The Dentist's Choice" franchisees. You may not use any advertising or marketing materials that we have not approved or have disapproved. (See Item 8)

Computer System

We currently do not require you to purchase or use any specific type or brand of computer system to operate the Franchised Business, though owning and using one is integral to your business.

Site Selection

You must operate your Franchised Business from one or more locations within the Protected Territory, which may be your home or an outside office. (Franchise Agreement - Section 3.1) We do not provide assistance in locating a site or negotiating the purchase or lease of a site. If you choose to operate your Franchised Business from an outside office within the Protected Territory, the location you choose must conform to local ordinances, building codes and you must obtain any required permits for the location. Although we need not approve the location(s) and you may open additional locations within the Protected Territory at any time, you must inform us of the address for the location(s).

Business Opening

We estimate that you will open and begin operating your Franchised Business approximately 60 days after you sign the Franchise Agreement (which is when you first pay consideration for the Franchised Business). The interval depends on the time required to purchase your hand tools, equipment and replacement parts inventory; your schedule and time of completing your training; the time required to print your brochures and business cards; and state and local licensing requirements. You may not open and begin operating your Franchised Business until: (a) you (or your principal owner) and one employee have completed our initial training program to our satisfaction; (b) you have purchased all supplies, equipment, inventory and other materials required to open the Franchised Business; (c) you provide us evidence of insurance coverage for the Franchised Business; and (d) you notify us of the location of the Premises. You must open and begin operating the Franchised Business within 90 days after signing the Franchise Agreement. (Franchise Agreement - Section 3.2)

Training

After you sign the Franchise Agreement, we will provide a 5-day training course for up to 2 people associated with your Franchised Business, including you (or your principal owner) or, if we approve, your designated Manager (see Item 15). (Franchise Agreement - Section 4.3) The training program is mandatory and includes information relating to marketing, sales, the mechanics of dental handpiece repair, accounting, inventory control, advertising and basic management. We currently conduct training at our office in Irvine, California. Because there is no set interval (i.e., bi-monthly) for training, we will conduct our initial training program at various times mutually agreed upon by both of us.

You (or your principal owner) or your ~~Manager~~manager must complete the initial training program to our satisfaction before you open and begin operating the Franchised

Business. The training sessions are conducted and/or supervised by ~~Steve Everhart (our President),~~ Bud Smith (our Trainer and Technician), David Morgan (our General Manager~~) and Nona Everhart (our Director and Administrator)~~), (See Item 2). We use the Repair Manual, Marketing and Operations Manual and other training aids during the initial training program. We currently provide the following initial training:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Dental Handpiece Repair	32	0	Irvine, California
Marketing	6	0	Irvine, California
Accounting & Admin	2	0	Irvine, California

We may in the future choose to offer supplemental or refresher training to persons who complete our initial training program. (Franchise Agreement - Section 4.4~~)~~). We will not require you to attend these courses, but we strongly recommend that you do so if we offer them. We will not charge tuition for the supplemental or refresher training; however, you must pay all of your and your employees' costs and expenses in attending this supplemental or refresher training, such as wages, travel, lodging and food.

Item 12

TERRITORY

Before you sign your Franchise Agreement, we will discuss and negotiate with you to designate your Exclusive Territory based on the number of dentists (at least 400) which are located within a geographic area. We use information from Direct Dental Lists, a reputable list provider, to determine the number of dentists in your Exclusive Territory. Because they are based on population, Exclusive Territories in densely populated areas will cover a smaller geographic area than those in less densely populated areas.

During the Franchise Agreement's term, if you are complying with the terms of the Franchise Agreement, we will not, directly or through any affiliates:

(a) operate or grant the right to operate a "The Dentist's Choice" Business to be physically located within your Exclusive Territory; or

(b) sell, or grant the right to sell, products and services which are identified by the Marks and are identical or similar to those your Franchised Business offers (regardless of the distribution channel) to dentists physically located within your Exclusive Territory.

Throughout the franchise term, we may:

(1) operate and grant the right to operate "The Dentist's Choice" Businesses to be physically located anywhere outside your Exclusive Territory (subject to (b) above);

(2) sell, and grant the right to sell, products and services which are identified by the Marks and are identical or similar to those your Franchised Business offers (regardless of the distribution channel) to any dentists physically located anywhere outside your Exclusive Territory; and

(3) sell, and grant the right to sell, products and services which are identified trademarks or service marks other than the Marks and are not identical or similar to those your Franchised Business offers (regardless of the distribution channel) to any dentists physically located anywhere within or outside your Exclusive Territory.

We need not compensate you if we solicit or accept orders in your Exclusive Territory for products or services unrelated to dental handpiece repair. We and our affiliates may not use other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing, to make sales to dentists physically located within your Exclusive Territory under the Marks. However, we may do so under other trademarks for products or services unrelated to dental handpiece repair. You must notify us of the address for the location(s) of your Franchised Business (which must be within the Exclusive Territory). You must maintain these locations in a suitable condition. You may not open another office or operate from an additional location outside your Exclusive Territory without acquiring an additional franchise from us.

You may not use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales to any dentists located outside your Exclusive Territory, because you may only make sales to dentists physically located within your Exclusive Territory. You may not solicit (directly or indirectly) or use any advertising or promotional materials targeted towards dentists who are located outside your Exclusive Territory. We have not established and have no present plans to establish other franchises or company-owned outlets or another channel of distribution selling or leasing similar products or services under a different trademark, although we may do so in the future.

Beginning 6 months after you complete the initial training program, if your Franchised Business fails to achieve at least $15,000 in Gross Sales during each calendar quarter throughout the franchise term, we may terminate the Franchise Agreement. Beginning 30 months after you complete the initial training program, if your Franchised Business fails to achieve at least $20,000 in Gross sales during each calendar quarter throughout the franchise term, we may terminate the Franchise Agreement. Continuation of your rights in the Exclusive Territory does not depend on your achieving a certain market penetration or any other contingency, and except as described above, we may not alter your Exclusive Territory or territorial rights. You have no options, rights of first refusal or similar rights to acquire additional franchises within the Exclusive Territory or contiguous territories.

Item 13

TRADEMARK

You must use the Marks to operate your Franchised Business. We registered one of our principal service marks, THE DENTIST'S CHOICE, with the Principal Register of the United States Patent and Trademark Office (the "PTO") on September 24, 1996 (Registration No. 2,003,547), and renewed the mark on December 7, 2015. The PTO acknowledged our Sections 8 and 15 filings for this Mark on November 10, 2001. We also registered our logo on the PTO's Principal Register on April 3, 2001 (Registration No. 2,440,206). The PTO acknowledged our Sections 8 and 15 filings for this mark on March 15, 2007 and our Sections 8 and 9 renewal filing for this mark on April 23, 2010. Our logo is registered with the Canadian Intellectual Property Office as of February 3, 2010 (Canadian Trademark No: TMA758,691).

There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, and no pending infringement, opposition or cancellation proceedings or material litigation involving the Marks or our use or ownership rights in any Mark. No agreement significantly limits our right to use or license the Marks in a manner material to the franchise. We do not know of either superior prior rights or infringing uses that could materially affect a franchisee's use of the Marks in any state.

You must follow our rules when you use the Marks.

You must immediately notify us of any apparent infringement of or challenge to your use of any Mark, or of any person's claim of any rights in any Mark or similar mark or name, and you may not communicate with any person other than us (and our affiliates) and our (and their) attorneys regarding with any infringement, challenge or claim. We may take any action we deem appropriate (including no action) and protected control any litigation, PTO proceeding or other administrative proceeding relating to any infringement, challenge or claim or otherwise relating to any Mark. You must sign any documents and take any actions that, in our or our attorneys' opinion, are necessary or advisable to protect and maintain our interests in any litigation or PTO or other proceeding or to otherwise protect and maintain our interests in the Marks.

We need not protect your right to use the Marks nor protect you against claims of infringement or unfair competition arising from your use of the Marks. We need not participate in your defense nor indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark or if the proceeding is resolved unfavorably to you.

If it becomes advisable at any time in our sole judgment for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We will reimburse you for your reasonable out-of-pocket costs of complying with our directions. However, we need not reimburse you for any loss of revenue due to any modified or discontinued Mark or for your expenses in promoting a modified or substitute trademark or service mark.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents or patent applications are material to the franchise. We claim copyrights in the Manuals, our advertising and promotional materials, customer lists and similar materials used in operating the Franchised Business. We have not registered these copyrights with the United States Registrar of Copyrights.

There currently are no effective determinations of the PTO, the United States Copyright Office or any court regarding any of the copyrighted materials. No agreement limits our rights to use or allow franchisees to use the copyrighted materials. We do not know of any infringing uses that could materially affect you. You must notify us of infringements or potential infringements of the copyrights so that we may take any action that we deem appropriate (or no action). No agreement requires us to protect copyrights or confidential information or to defend or indemnify you for any expenses or damages you incur in any judicial or administrative proceeding involving any of the copyrighted materials or any claims arising from your use of copyrighted materials. If we require, you must modify or discontinue using any of the copyrighted materials.

The Manuals and other materials contain our confidential or proprietary information and trade secrets. This information includes methods, techniques, procedures, information, systems and knowledge of and experience in the development, operation, and franchising of dental handpiece repair businesses, including: (1) knowledge of programs, concepts or results relating to categories or sources of goods sold from or used by "The Dentist's Choice" Businesses, services performed by "The Dentist's Choice" Businesses, and advertising and promotional programs; and (2) the customer lists, approved supplier lists (if we, in our sole judgment, decide to approve or designate suppliers other than us), franchisee lists and other reference materials used by "The Dentist's Choice" franchisees (collectively, the "Confidential Information"). We will disclose certain Confidential Information to you in the initial training program, the Manuals and in guidance we furnish to you throughout the Franchise Agreement's term.

You will not acquire any interest in the Confidential Information other than the right to use certain Confidential Information in developing and operating your Franchised Business during the term. You must promptly disclose to us all ideas, concepts, techniques or materials concerning a "The Dentist's Choice" Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, and these ideas, concepts, techniques or materials will be our property, part of our franchise system and our works made-for-hire. To the extent that any item does not qualify as our "work-made-for-hire," you assign ownership of that item, and all related rights to that item, to us and must sign whatever documents we require to show our ownership or to help us get intellectual property rights in the item.

You must not use the Confidential Information in any other business or capacity nor make any copies of it, and you must maintain its confidentiality and implement any reasonable procedures we prescribe to prevent its unauthorized use or disclosure during the Franchise Agreement's term, including requiring any of your employees with access to the Confidential Information to sign covenants by which they agree to be bound by these conditions.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

In most cases, you (or your principal owner) must participate personally and use your (or his or her) best efforts to operate and enhance the business of your Franchised Business. However, we may, in our judgment, allow you to appoint a full-time manager whom we approve to be responsible for the day-to-day operation of the Franchised Business (the "Manager"). We recommend that you (or your principal owner) participate personally in operating your Franchised Business.

You (or your principal owner) or your ~~Manager~~manager must attend and complete our initial training program to our satisfaction. (See Item 11) Although neither the Manager nor any of your employees need to have an equity interest in the Franchised Business or in you, we may require any employee who completes our initial training program to sign a covenant in a form we specify by which they agree not to disclose or copy, and to maintain the confidentiality of, our Confidential Information.

If you are a corporation, limited liability company, limited partnership or other similar business entity, your owners must personally guarantee your obligations under the Franchise Agreement and agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, both monetary and non-monetary obligations, including the restrictions on competition. This "Guaranty and Assumption of Obligations" is part of the Franchise Agreement. Spouses are not required to sign the personal guarantee.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer all products and perform all services that we periodically require for "The Dentist's Choice" Businesses. You may not offer any products or perform any services that we have not authorized. Our standards and specifications may regulate required or authorized products, product categories and services that your Franchised Business may or must offer, and you have 180 days from the date we notify you to add to the types of products and services your Franchised Business offers. There are no other limits on our right to change the types of required or authorized products and services. In addition, you must offer a 90-day warranty on all parts and labor which you supply.

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 or other agreement	Summary
(a)	Length of the franchise term	Section 1.1 of the Franchise Agreement	10 years
(b)	Renewal or extension of the term	Section 1.3 of the Franchise Agreement	If you have substantially complied with the Franchise Agreement during its term and are not then in default, and we are granting "The Dentist's Choice" franchises in the geographic area surrounding your Protected Territory, you may renew the franchise for additional consecutive 10-year terms
(c)	Requirements for franchisee to renew or extend	Section 1.3 of the Franchise Agreement	You notify us of your intention to renew at least 90 days but not more than 12 months before the previous term expires, sign our then current form of franchise agreement, and sign a general release (if state law allows). "Renewal" means signing our new franchise agreement for additional consecutive 10-year terms, which could contain materially different terms (including fees).
(d)	Termination by franchisee	Section 13.2 of the Franchise Agreement	The franchisee may terminate the Franchise Agreement on any grounds available by law.
(e)	Termination by franchisor without cause	None	We may not terminate the Franchise Agreement without cause
(f)	Termination by franchisor with cause	Section 13.1 of the Franchise Agreement	We may terminate only if you (or one of your owners) commit any of several violations (see (g) and (h) below)
(g)	"Cause" defined – curable defaults	Sections 13.1 of the Franchise Agreement	You have 15 days to cure any monetary default, inaccurate report or failure to submit reports and 30 days to cure operational and other defaults not listed in Section 13.1 (See (h) below)

	Provision	Section in franchise or other agreement	Summary
(h)	"Cause" defined – non-curable defaults	Sections 13.1 of the Franchise Agreement	Non-curable defaults include: your (or your owner's) conviction of or pleading no contest to a felony, performing an act that might put the Marks or franchise system into disrepute or being declared insane; your abandonment or operating without a business telephone and answering service for 15 consecutive days; your (or your owner's) becoming insolvent, suffering a declaration of bankruptcy or having a receiver appointed for your or the Franchised Business's assets, an assignment for the benefit of creditors or admission of your inability to pay debts generally when they become due; failure to maintain a Franchised Business location within the Protected Territory; maintaining one or more locations outside the Protected Territory; unauthorized use of the Marks or copyrights or unauthorized use or disclosure of the Confidential Information; competing with us during the franchise term; failure to satisfactorily complete training; unauthorized transfer; material misrepresentations or omissions; willful violation of a law or ordinance relating to the Franchised Business; failure to order inventory for 3 consecutive months; failure to achieve $4,500 per calendar quarter in Gross Sales; and repeated defaults
(i)	Franchisee's obligations on termination/non-renewal	Section 14 of the Franchise Agreement	Pay all amounts (including interest) that you owe us and/or our affiliates, cease using the Confidential Information, complete de-identification, and assign website domain name, telephone listing and number to us (see also (r) below)
(j)	Assignment of contract by franchisor	Section 12.7	There is no restriction on our right to assign; however, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement.
(k)	"Transfer" by franchisee-defined	Section 12.1 of the Franchise Agreement	Includes transfer of any interest in the Franchise Agreement, the Franchise, an ownership interest in you or the Franchised Business
(l)	Franchisor's approval of transfer by franchisee	Section 12.2 of the Franchise Agreement	You may not transfer without our approval

Provision		Section in franchise or other agreement	Summary
(m)	Conditions for franchisor approval of transfer by franchisee	Section 12.2 of the Franchise Agreement	You are in good standing and pay us and our affiliates all amounts due; the transferee qualifies, obtains our approval and completes training satisfactorily; you or the transferee pays transfer fee; transferee signs our then current form of franchise agreement; you (and your owners) sign a general release (if state law allows) and any other legal documentation we reasonably require; and you comply with (r) below. Some conditions do not apply to transfers to a wholly-owned corporation or limited liability company
(n)	Franchisor's right of first refusal to acquire franchisee's business	Section 12.3 of the Franchise Agreement	We may match any offer for your Franchised Business or an ownership interest in you
(o)	Franchisor's option to purchase franchisee's business	None	We do not have this right
(p)	Death or disability of franchisee	Section 12.4 of the Franchise Agreement	Transfer of the franchise or ownership interest in you to an approved buyer within 6 months
(q)	Non-competition covenants during the term of the franchise	Section 16 of the Franchise Agreement	No direct or indirect ownership interest in or performing services for a dental handpiece repair business within the U.S. or Canada
(r)	Non-competition covenants after the franchise is terminated or expires	Sections 14.4 of the Franchise Agreement	For 2 years, if you, your owners or any members of your or their respective immediate families own, operate or perform services for any dental handpiece repair business located within 100 miles of your Protected Territory or any then existing "The Dentist's Choice" Business, you must pay us 20% of the monthly Gross Sales of that business
(s)	Modification of the agreement	Section 25 of the Franchise Agreement	No modification without a written agreement signed by you and us, but the Manuals are subject to change
(t)	Integration/merger clause	Section 25 of the Franchise Agreement	Only the terms of the Franchise Agreement (including the Manuals) and its exhibits are binding (subject to state law). Any other promises might not be enforceable. Nothing in the Franchise Agreement or in any related agreement is intended to disclaim any representation made in the disclosure document

Provision		Section in franchise or other agreement	Summary
(u)	Dispute resolution by arbitration or mediation	Section 18 of the Franchise Agreement	Except for certain claims, we and you must arbitrate all disputes within 10 miles of our then existing principal business address
(v)	Choice of forum	Section 22 of the Franchise Agreement	Subject to arbitration requirement, litigation generally must be in the state and city where we then maintain our principal business address (subject to state law)
(w)	Choice of law	Section 21 of the Franchise Agreement	Except for Federal Arbitration Act and other federal law, Nevada law governs (subject to state law) The forgoing 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.

In addition to the provisions noted in the chart above, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of a right to a jury trial, waiver of punitive, exemplary, and treble damages. We recommend that you carefully review all of these provisions, and the entire agreement, with a lawyer.

Item 18

PUBLIC FIGURES

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

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Item 19

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FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised 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.

As of the date of this Disclosure Document, we wish to provide you with the following information which is based on the experience of our franchisees. The Dentist's Choice franchise business can be operated solely by the franchisee ("sole operator model") or with the help of others ("executive operator model"). As a sole operator, the franchisee does all the sales and marketing, handpiece repairs and other administrative tasks including billing and collections. Approximately 90% of our franchise owners choose to operate in this manner preferring to work from home and not have any employees. The executive operator model means the franchise owner has some help from others. In most cases the franchise owners that fit the executive operator model are working husband and wife teams (full or part time). In a few other cases the franchise owner hires one or more employees to repair handpieces or assist with sales and marketing and other tasks. The chart below compares the financial results derived from operations of the executive operator model vs. the average from the majority of franchise owners who are sole operators.

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The financial information that follows was derived using our weekly reports submitted by franchisees and their respective purchases of replacement parts from us for the period beginning January ~~2019~~2021 up to and including December 31, ~~2021~~2023. Written substantiation of the data used to prepare the financial information will be made available to prospective franchisees on reasonable request.

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This financial performance representation lists the Average (~~median~~mean) Gross Revenues (Gross sales less discounts, allowances and returns) and Average Gross Margin (as defined below) for certain of our franchisees in business for more than one year. We segregated the Franchisees into ~~2~~3 groups. ~~For 2018~~For 2021, the "executive operator" contains 6 franchisees, both the "sole operator top half" and the "~~bottom half" contains 19 franchisees. For 2019, both the "top half" and the "~~sole operator bottom half" contain ~~19~~16 franchisees. ~~For 2021,~~ For 2022, the "executive operator" contains 6 franchisees, both the "sole operator top half" and the "sole operator bottom half" contain 15 franchisees. For 2023, the "executive operator" contains 6 franchisees, both the "sole operator top half" and the "sole operator bottom half" contain ~~19~~15 franchisees. In each year, most of the "sole operator bottom half" franchisees operated their The Dentist's Choice Business on a part-time basis. In ~~2021~~2023, the highest gross revenues reported ~~were~~was $1,357,953 and the lowest was $27,773. In 2022, the highest gross revenues reported was $1,366,256 and the lowest was $32,508. In 2021 the highest was $1,378,124 and the lowest ~~were~~was $23,171~~. In 2019 the highest were $1,318,601 and the lowest were $27,028. For 2018, the highest were $1,264,710 and the lowest $32,843~~.

Executive Operator v Sole Operator Averages:

Year	Revenues	Gross Profit	Profit %
~~2021~~2023			
Executive Operator Average	$~~451,319~~460,582	$~~326,227~~346,571	~~72~~75%

Sole Operator Average (Top 50%)	$~~181,165~~205,467	$~~115,536~~148,307	~~64~~72%
Sole Operator Average (Bottom 50%)	$~~62,652~~74,104	$~~38,502~~48,488	~~61~~65%
2022~~2019~~			
Executive Operator Model Average	$~~411,204~~440,948	$~~289,054~~326,112	~~70~~74%
Sole Operator Average (Top 50%)	$~~169,421~~185,714	$~~113,784~~136,403	~~67~~73%
Sole Operator Average (Bottom 50%)	$~~62,397~~70,945	$~~41,476~~44,859	~~66~~63%
~~2018~~2021			
Executive Operator Model Average	$~~432,681~~451,319	$~~308,911~~326,227	~~71~~72%
Sole Operator Average (Top 50%)	$~~158,532~~172,675	$~~97,398~~121,431	~~61~~70%
Sole Operator Average (Bottom 50%)	$~~69,088~~63,074	$~~45,615~~41,332	66%

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The Gross Profit of the franchisees represents the Gross Revenues minus the replacement parts (the "Cost of Goods Sold") that are required to do the repairs and overhauls on the handpieces and attachments. The Cost of Goods Sold averages approximately 35% of Gross Revenues. There are other costs and expenses that Franchisees incurred which are not directly associated with Gross Profit. Some of these costs and expenses include Service fees (royalties) paid to us, shipping and transportation, shipping, marketing materials and supplies, auto expenses and in a few cases rent and payroll.

For all of these reasons, you should not interpret average gross profit as representing net income of franchisees in a particular group. The costs we used to calculate the figures in the table above do not include all of the operating expenses or other costs or expenses that must be deducted from the gross profit to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses, in addition to total product costs, that you will incur in operating your business. Franchisees listed in this disclosure document, may be one source of this information. Your individual results may differ and there is no assurance that you'll earn as much.

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. IF you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Steve Everhart the President.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

All ~~2019, 2020~~2021, 2022 and 2023~~2021~~ numbers appearing in Tables 1 through 4 below are as of December 31st in each year.

Table No. 1

System Wide Outlet Summary
For years ~~2019~~2021 to ~~2021~~2023

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2021~~2019~~	~~104~~100	~~101~~116	~~-3~~16
	~~2020~~2022	~~101~~116	~~99~~116	~~-2~~0
	~~2021~~2023	~~99~~116	~~115~~118	~~16~~2
Company-Owned	2021~~2019~~	10	10	0
	~~2020~~2022	10	10	0
	2023~~2021~~	10	10	0
Total Outlets	~~2019~~2021	~~114~~110	~~111~~126	~~-3~~16
	~~2020~~2022	~~111~~126	~~110~~126	~~-1~~0
	2023~~2021~~	~~110~~126	~~125~~128	~~15~~2

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years ~~2019~~2021 to 2023~~2021~~

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	2021~~2019~~	0

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	~~2020~~2022	0
	2023	0
Arizona	2021	0
	2022	1
	2023	0
Colorado	2021	0
	2022	1
	2023	0
Georgia	2021~~2019~~	0
	~~2020~~2022	0
	2023	0
Indiana	2021	0
~~Idaho~~	~~2019~~2022	0
	~~2020~~2023	~~0~~1
Kentucky	2021	0
~~Kansas~~	~~2019~~	~~2~~
	~~2020~~2022	0
	2023	1
Michigan	2021	0
	2022	1
	2023	0
Missouri	2021~~2019~~	~~1~~0
	~~2020~~2022	0
	~~2021~~2023	0
New Jersey	2021~~2019~~	0
	~~2020~~2022	0
	2023~~2021~~	0
Oregon	2021~~2019~~	0
	~~2020~~2022	0
	2023~~2021~~	0
Pennsylvania	2021~~2019~~	0
	~~2020~~2022	1

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	2023~~2021~~	0
Texas	2021~~2019~~	0
	~~2020~~2022	0
	2023~~2021~~	0
Washington	~~2019~~2021	0
	~~2020~~2022	0
	2023~~2021~~	0
West Virginia	2021~~2019~~	0
	~~2020~~2022	0
	2023~~2021~~	0
Canada	2021~~2019~~	0
	~~2020~~2022	~~2~~0
	2023~~2021~~	0
Totals	2021~~2019~~	~~3~~0
	~~2020~~2022	~~3~~4
	2023~~2021~~	~~0~~2

Table No. 3

Status of Franchised Outlets
For years ~~2019~~2021 to 2023~~2021~~

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi na- tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions–Other Reasons	Col. 9 Outlets at End of the Year
Alabama	2021 ~~2019~~	5	0	0	0	0	0	5
	~~2020~~ 2022	5	0	0	0	0	0	5
	2023 ~~2021~~	5	0	0	0	0	0	5

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi na-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions–Other Reasons	Col. 9 Outlets at End of the Year
Arkansas	2021 ~~2019~~	2	~~0~~2	0	0	0	0	~~2~~4
	~~2020~~ 2022	~~2~~4	0	0	0	0	0	~~2~~4
	2023 ~~2021~~	~~2~~4	~~2~~0	0	0	0	0	4
Arizona	2021 ~~2019~~	5	0	0	0	0	0	5
	~~2020~~ 2022	5	0	0	0	0	0	5
	2023 ~~2021~~	5	0	0	0	0	0	5
California	2021 ~~2019~~	4	0	0	0	0	0	4
	~~2020~~ 2022	4	0	0	0	0	0	4
	~~2021~~ 2023	4	0	0	0	0	0	4
Colorado	2021 ~~2019~~	6	0	0	0	0	0	6
	~~2020~~ 2022	6	0	0	0	0	0	6
	2023 ~~2021~~	6	0	0	0	0	0	6
Connecticut	2021 ~~2019~~	0	0	0	0	0	0	0
	~~2020~~ 2022	0	0	0	0	0	0	0
	2023 ~~2021~~	0	0	0	0	0	0	0
Delaware	2021 ~~2019~~	0	0	0	0	0	0	0

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi na- tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera- tions– Other Reason s	Col. 9 Outlets at End of the Year
	~~2020~~ 2022	0	0	0	0	0	0	0
	2023 ~~2021~~	0	0	0	0	0	0	0
Florida	2021 ~~2019~~	6	~~0~~1	0	0	0	0	~~6~~7
	~~2020~~ 2022	~~6~~7	0	0	0	0	0	~~6~~7
	2023 ~~2021~~	~~6~~7	~~1~~2	0	0	0	0	~~7~~9
Georgia	2021 ~~2019~~	5	0	0	0	0	0	5
	~~2020~~ 2022	5	0	0	0	0	0	5
	2023 ~~2021~~	5	0	0	0	0	0	5
Idaho	2021 ~~2019~~	2	0	0	0	0	0	2
	~~2020~~ 2022	2	0	0	0	0	0	2
	2023 ~~2021~~	2	0	0	0	0	0	2
Illinois	2021 ~~2019~~	0	0	0	0	0	0	0
	~~2020~~ 2022	0	0	0	0	0	0	0
	2023 ~~2021~~	0	0	0	0	0	0	0
Indiana	2021 ~~2019~~	5	0	0	0	0	0	5
	~~2020~~ 2022	5	0	0	0	0	0	5

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi na-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions–Other Reasons	Col. 9 Outlets at End of the Year
	2023 ~~2021~~	5	0	0	0	0	0	5
Iowa	2021 ~~2019~~	0	0	0	0	0	0	0
	~~2020~~ 2022	0	0	0	0	0	0	0
	2023 ~~2021~~	0	0	0	0	0	0	0
Kansas	2021 ~~2019~~	2	0	0	0	0	0	2
	~~2020~~ 2022	2	0	0	0	0	0	2
	2023 ~~2021~~	2	0	0	0	0	0	2
Kentucky	2021 ~~2019~~	4	0	0	0	0	0	4
	~~2020~~ 2022	4	0	0	0	0	0	4
	2023 ~~2021~~	4	0	0	0	0	0	4
Louisiana	2021 ~~2019~~	1	0	0	0	0	0	1
	~~2020~~ 2022	1	0	0	0	0	0	1
	2023 ~~2021~~	1	0	0	0	0	0	1
Maryland	2021 ~~2019~~	~~2~~1	~~0~~1	0	0	0	0	2
	~~2020~~ 2022	2	0	0	0	0	~~1~~0	~~1~~2
	2023 ~~2021~~	~~1~~2	~~1~~0	0	0	0	0	2

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi na-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions–Other Reasons	Col. 9 Outlets at End of the Year
Massachusetts	2021 ~~2019~~	~~0~~1	~~0~~1	0	0	0	0	~~0~~2
	~~2020~~ 2022	~~0~~2	~~1~~0	0	0	0	~~0~~1	1
	2023 ~~2021~~	1	~~1~~0	0	0	0	0	~~2~~1
Michigan	2021 ~~2019~~	8	0	0	0	0	0	8
	~~2020~~ 2022	8	0	0	0	0	0	8
	2023 ~~2021~~	8	0	0	0	0	0	8
Minnesota	2021 ~~2019~~	2	0	0	0	0	0	2
	~~2020~~ 2022	2	0	0	0	0	0	2
	2023 ~~2021~~	2	0	0	0	0	0	2
Mississippi	2021 ~~2019~~	1	0	0	0	0	0	1
	~~2020~~ 2022	1	0	0	0	0	0	1
	2023 ~~2021~~	1	0	0	0	0	0	1
Missouri	2021 ~~2019~~	5	~~0~~2	0	0	0	0	~~5~~7
	~~2020~~ 2022	~~5~~7	0	0	0	0	0	~~5~~7
	2023 ~~2021~~	~~5~~7	~~2~~0	0	0	0	0	7
Nebraska	2021 ~~2019~~	0	0	0	0	0	0	0

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi na-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions–Other Reasons	Col. 9 Outlets at End of the Year
	~~2020~~ 2022	0	0	0	0	0	0	0
	2023 ~~2021~~	0	0	0	0	0	0	0
Nevada	2021 ~~2019~~	0	0	0	0	0	0	0
	~~2020~~ 2022	0	0	0	0	0	0	0
	2023 ~~2021~~	0	0	0	0	0	0	0
New Hampshire	2021 ~~2019~~	1	~~0~~2	0	0	0	0	~~1~~3
	~~2020~~ 2022	~~1~~3	0	0	0	0	0	~~1~~3
	2023 ~~2021~~	~~1~~3	~~2~~0	0	0	0	0	3
New Jersey	2021 ~~2019~~	3	~~0~~2	0	0	0	0	~~3~~5
	~~2020~~ 2022	~~3~~5	0	0	0	0	0	~~3~~5
	2023 ~~2021~~	~~3~~5	~~2~~0	0	0	0	0	5
New Mexico	2021 ~~2019~~	~~2~~0	0	~~2~~0	0	0	0	0
	~~2020~~ 2022	0	0	0	0	0	0	0
	2023 ~~2021~~	0	0	0	0	0	0	0
New York	2021 ~~2019~~	1	0	0	0	0	0	1
	~~2020~~ 2022	1	0	0	0	0	0	1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi na-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions–Other Reasons	Col. 9 Outlets at End of the Year
	2023 ~~2021~~	1	0	0	0	0	0	1
North Carolina	2021 ~~2019~~	3	0	0	0	0	0	3
	~~2020~~ 2022	3	0	0	0	0	0	3
	2023 ~~2021~~	3	0	0	0	0	0	3
North Dakota	2021 ~~2019~~	0	0	0	0	0	0	0
	~~2020~~ 2022	0	0	0	0	0	0	0
	2023 ~~2021~~	0	0	0	0	0	0	0
Ohio	2021 ~~2019~~	0	0	0	0	0	0	0
	~~2020~~ 2022	0	0	0	0	0	0	0
	2023 ~~2021~~	0	0	0	0	0	0	0
Oklahoma	2021 ~~2019~~	0	0	0	0	0	0	0
	~~2020~~ 2022	0	0	0	0	0	0	0
	2023 ~~2021~~	0	0	0	0	0	0	0
Oregon	2021 ~~2019~~	1	0	0	0	0	0	1
	~~2020~~ 2022	1	0	0	0	0	0	1
	2023 ~~2021~~	1	0	0	0	0	0	1

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi na-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions–Other Reasons	Col. 9 Outlets at End of the Year
Pennsylvania	2021 ~~2019~~	7	~~0~~1	0	0	0	0	~~7~~8
	~~2020~~ 2022	~~7~~8	0	0	0	0	0	~~7~~8
	2023 ~~2021~~	~~7~~8	~~1~~0	0	0	0	0	8
South Carolina	2021 ~~2019~~	~~0~~1	0	0	0	0	0	~~0~~1
	~~2020~~ 2022	~~0~~1	0	0	0	0	0	~~0~~1
	2023 ~~2021~~	~~0~~1	0	0	0	0	0	~~0~~1
Tennessee	2021 ~~2019~~	~~1~~0	0	~~1~~0	0	0	0	0
	~~2020~~ 2022	0	~~0~~3	0	0	0	~~0~~1	~~0~~2
	2023 ~~2021~~	~~0~~2	0	0	0	0	0	~~0~~2
Texas	2021 ~~2019~~	~~8~~7	~~0~~1	0	0	0	0	8
	~~2020~~ 2022	8	0	0	0	0	~~1~~0	~~7~~8
	2023 ~~2021~~	~~7~~8	~~1~~0	0	0	0	0	8
Utah	2021 ~~2019~~	3	0	0	0	0	0	3
	~~2020~~ 2022	3	0	0	0	0	0	3
	2023 ~~2021~~	3	0	0	0	0	0	3
Virginia	2021 ~~2019~~	1	~~0~~1	0	0	0	0	~~1~~2

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termi na-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions–Other Reasons	Col. 9 Outlets at End of the Year
	~~2020~~ 2022	~~1~~2	0	0	0	0	0	~~1~~2
	2023 ~~2021~~	~~1~~2	~~1~~0	0	0	0	0	2
Washington	2021 ~~2019~~	1	0	0	0	0	0	1
	~~2020~~ 2022	1	0	0	0	0	0	1
	2023 ~~2021~~	1	0	0	0	0	0	1
West Virginia	2021 ~~2019~~	1	~~0~~1	0	0	0	0	~~1~~2
	~~2020~~ 2022	~~1~~2	0	0	0	0	0	~~1~~2
	2023 ~~2021~~	~~1~~2	~~1~~0	0	0	0	0	2
Wisconsin	~~2019~~ 2021	1	~~0~~1	0	0	0	0	~~1~~2
	~~2020~~ 2022	~~1~~2	0	0	0	0	0	~~1~~2
	2023 ~~2021~~	~~1~~2	~~1~~0	0	0	0	0	2
Canada	2021 ~~2019~~	~~5~~4	0	0	0	0	0	~~5~~4
	~~2020~~ 2022	~~5~~4	0	0	0	0	1	~~4~~3
	2023 ~~2021~~	~~4~~3	0	0	0	0	0	~~4~~3
Puerto Rico	2021 ~~2019~~	0	0	0	0	0	0	0
	~~2020~~ 2022	0	0	0	0	0	0	0

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Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Termina-tions	Col. 6 Non-Renewals	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Opera-tions–Other Reasons	Col. 9 Outlets at End of the Year
	2023 ~~2021~~	0	0	0	0	0	0	0
Totals	~~2019~~ 2021	~~104~~100	~~0~~16	~~3~~0	0	0	0	~~101~~116
	~~2020~~ 2022	~~101~~116	~~1~~3	0	0	0	3	~~99~~116
	2023 ~~2021~~	~~99~~116	~~16~~2	0	0	0	0	~~115~~118

Table No. 4

Status of Company-Owned Outlets
For years ~~2019~~2021 to 2023~~2021~~

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired ~~From~~from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
California	~~2019~~2021	10	0	0	0	0	10
	~~2020~~2022	10	0	0	0	0	10
	2023~~2021~~	10	0	0	0	0	10
Totals	~~2019~~2021	10	0	0	0	0	10
	~~2020~~2022	10	0	0	0	0	10
	2023~~2021~~	10	0	0	0	0	10

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Table No. 5

Projected Openings as of December 31, 2023~~2021~~

State	Franchise Agreements Signed As of 12/31/~~21~~23 But Outlet Not Open as of 12/31/~~21~~23	Projected New Franchised Outlets to Open in ~~2022~~2024	Projected New Company-Owned Outlets to Open In ~~2023~~2024
Arkansas	0	0	0
California	0	~~1~~0	0
Connecticut	0	0	0
Florida	0	~~0~~2	0
Illinois	0	0	0
Indiana	0	0	0
Minnesota~~Massachusetts~~	0	0	0
Mississippi~~Minnesota~~	0	~~1~~2	0
New Jersey	0	0	0
Nevada	0	~~1~~2	0
Oregon	0	0	0
Tennessee	0	2	0
Virginia	0	0	0
Washington	0	0	0
Wisconsin	0	0	0
Totals	0	~~5~~8	0

Exhibit A is a list of our franchisees as of December 31, ~~2021~~2023 and the addresses and telephone numbers of their franchised businesses. Exhibit A-1 is a list of the names, cities and states, and telephone numbers of franchisees who had franchised businesses terminated, canceled, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under our franchise agreement, during our last fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As of the issuance date of this disclosure document, no franchisees have signed confidentiality clauses and there are no trademark-specific franchisee organizations associated with "The Dentist's Choice" franchise system.

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Item 21

FINANCIAL STATEMENTS

Exhibit B contains our audited financial statements for the fiscal years ended December 31, 2023~~2021~~, December 31, ~~2020~~2022 and December 31, ~~2019~~2021.

Item 22

CONTRACTS

The Franchise Agreement is Exhibit C to this disclosure document.

Item 23

RECEIPTS

A receipt in duplicate is attached to this disclosure document as Exhibit G. You should sign both copies of the receipt. Keep one copy of the receipt for your own records and return the other signed copy to:

The Dentist's Choice, Inc.
9070 Irvine Center Dr, Ste 280
Irvine, CA 926

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EXHIBIT A
CURRENT LIST OF FRANCHISEES
DECEMBER 31, 2023~~2021~~

Owner's Name	City	Telephone #	# of Territories
Alabama (5)			
Jim Scott	Wetumpka, AL	(334) 478-4558	5
Arizona (5)			
~~Charles Harvey~~Kevin Miller	~~Cave Creek~~Scottsdale, AZ	(480) 342-7075	2
Richard Razo	Oro Valley, AZ	(520) 906-6383	3
Arkansas (4)			
Jared Cooper	Springfield, MO	(417) 860-1899	2
Mike Root	Tyler, TX	(903) 216-0779	2
California (4)			
Ben Nafus	Bakersfield, CA	(661) 535-8119	2
~~Irwin Bayever~~	~~Sherman Oaks, CA~~	~~(818) 427-6140~~	~~2~~
Colorado (6)			
~~Jay Eubanks~~ Kevin Wilson	Colorado Springs, CO	(719) 576-1663	4
Cory Fisher	Golden, CO	(303) 862-8869	2
Florida (~~7~~9)			
John Grodzki	Ft. Myers, FL	(239) 848-0084	2
John Wagner	Orlando, FL	(407) 489-4464	5
Shane McBride	Wesley Chappel, FL	(619) 410-9316	1
Monte Bruner	Alma, GA	(770) 438-6522	1
Georgia (5)			
Jeoff Hamilton	Fayetteville, GA	(770) 412-3605	2
Monte Bruner	Alma, GA	(770) 438-6522	1
Jim Scott	Wetumpka, AL	(334) 478-4558	2
Idaho (2)			
Ben & Jenny Harris	Kuna, ID	(208) 989-4193	2
Indiana (5)			
~~Tony Davis~~Thomas Ferguson	~~Sellersburg~~Floyds Knobs, IN	(812) 989-0931	5
Kansas (2)			
John McKinnon	Weston, KS	(816)341-5080	2
Kentucky (4)			
~~Tony Davis~~Thomas Ferguson	~~Sellersburg~~Floyds Knobs, IN	(812) 989-0931	4
Louisiana (1)			
Mike Root	Tyler, TX	(903) 216-0779	1
Maryland (2)			
Mark Sallitt	Columbia, MD	(443) 636-7866	2
Michigan (8)			
~~Dane Westphall~~	~~Clarkston, MI~~	~~(810) 691-6018~~	~~3~~
Mel Marx	Livonia, MI	(734) 293-7503	~~5~~8
Minnesota (2)			
Mike Bellefeuille	Eden Prairie, MN	(952) 322-7384	2
~~**Massachusetts (2)**~~			
~~Sean Ward~~	~~Revere, MA~~	~~(781) 325-2300~~	~~2~~
Mississippi (1)			
Brian & Amanda Clegg	Madison, MS	(601) 750-0058	1
Missouri (7)			

John McKinnon	Weston, KS	(816)341-5080	2
Jared Cooper	Springfield, MO	(417) 860-1899	2
Aaron & Naomi Miller	Troy, MO	(636) 262-6453	3
New Hampshire (3)			
Phil Pichette	Bedford, NH	(603) 440-8353	3
New Jersey (5)			
Andrey Malinovsky	Franklin Lakes, NJ	(201) 988-7455	2
Brad Newcomb	Hazlet, NJ	(201) 914-6411	3
New York (1)			
Rochester Technical Group	Rochester, NY	(585) 482-8100	1
North Carolina (3)			
Bailey Tucker	Raleigh, NC	(919) 755-1129	3
Oregon (1)			
Ben & Jenny Harris	Kuna, ID	(208) 989-4193	1
Pennsylvania (8)			
Jeremy Sensenig	Millerstown, PA	(717) 940-6911	2
~~Keith Kamalich~~ Nate Boggess	~~Sewickly, PA~~Charleston, WV	~~(412) 429-9755~~(304) 932-3663	2
John Sisti	Yardley, PA	(267) 346-9929	4
Tennessee (2)			
Will Morales	Knoxville, TN	(865) 985-1277	2
Texas (8)			
~~Jay Eubanks~~Kevin Wilson	Colorado Springs, CO	(719) 576-1663	1
Bo Smith	Mansfield, TX	(817) 453-9266	2
Dale Giddings	San Antonio, TX	(210) 505-7337	3
Mike Root	Tyler, TX	(903) 216-0779	2
Utah (3)			
Ron Bogden	Bluffdale, UT	(801) 253-0158	3
Virginia (~~2~~3)			
Nate Boggess	Charleston, WV	(304) 932-3663	1
Arlin Fynaardt	Midlothian, VA	(804) 399-1449	2
Washington (1)			
Ben & Jenny Harris	Kuna, ID	(208) 989-4193	1
West Virginia (2)			
Nate ~~Bogess~~Boggess	Charleston, WV	(304) 932-3663	2
Wisconsin (2)			
Mike Bellefeuille	Eden Prairie, MN	(952) 322-7384	2
Canada (~~4~~3)			
John Vieira	London, ON	(519) 488-3300	1
Gordon Perry	Mississauga, ON	(905) 286-4600	1
~~Andre Kamraz~~	~~Toronto, ON~~	~~(416) 333-8789~~	~~1~~
Nick Macridis	Toronto, ON	(416)993-7104	1

EXHIBIT A-1

LIST OF FRANCHISEES WHO LEFT THE SYSTEM

January ~~2021~~2023 to December ~~2021~~2023

1. ~~NONE~~Tony Davis Sellersburg, IN (812) 989-0931

EXHIBIT B

FINANCIAL STATEMENTS

EXHIBIT C

FRANCHISE AGREEMENT

EXHIBIT D

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013 (213) 576-7500 or (866) 275-2677	Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013
HAWAII	Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2744	Commissioner of Securities Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
INDIANA	Indiana Securities Division Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State Room E-111 302 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau 525 West Ottawa Street Williams Building, 6th Floor Lansing, MI 48933
MINNESOTA	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East Suite 280 St. Paul, MN 55101-2198
NEW YORK	NYS Department of Law Bureau of Investor Protection and Securities 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236	Secretary of State of New York One Commerce Plaza 99 Washington Avenue Albany, NY 12231

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Ave. State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Ave. State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
RHODE ISLAND	Securities Division Department of Business Regulations 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9585	Director of Business Regulation 1511 Pontiac Avenue Cranston, RI 02920
SOUTH DAKOTA	South Dakota Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of the Division of Insurance South Dakota Department of Labor and Regulation Division of Insurance 124 S. Euclid, Suite 104 Pierre, SD 57501
VIRGINIA	State Corporation Commission Tyler Building, Ninth Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk, Virginia State Corporation Commission Tyler Building, Ninth Floor 1300 E. Main Street Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760	Director of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Division of Securities Department of Financial Institutions 201 W Washington Ave Suite 300 Madison, WI 53703 608-266-8557	Division of Securities, Department of Financial Institutions 201 W Washington Ave Suite 300 Madison, WI 53703

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EXHIBIT E

MANUAL TABLE OF CONTENTS

EXHIBIT F

STATE-SPECIFIC ADDITIONAL DISCLOSURES AND RIDERS

ADDITIONAL DISCLOSURES FOR THE
FRANCHISE DISCLOSURE DOCUMENT OF
THE DENTIST'S CHOICE, INC.

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

CALIFORNIA

The California Department of Financial Protection and Innovation requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the FDD.

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 Business and Professions Code Sections 20000 to 20043 provide rights to franchisees concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains any provisions that are inconsistent with the law, the law will control.

The Franchise Agreement contains a restriction on competition which extends beyond the termination of the Franchise. This provision may not be enforceable under California law.

Our website, www.thedentistschoice.com has not been reviewed or approved by The California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov

The Franchise Agreement contains a liquidated damage clause, and under California Civil Code, Section 1671 certain liquidated damage clauses are unenforceable.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.)

The franchise agreement requires application of the laws of Nevada. This provision may not be enforceable under California law.

Prospective franchisees are encourage to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires you to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations code section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights in certain circumstances under the Franchise Investment Law (California corporation code section 31000-31516). Business and profession code section 20010 voids a waiver of your rights in circumstances under the Franchise Relations Act (Business and Professions Code Section 20000-20043).

Neither we nor any person or franchise broker disclosed in Item 2 of this Offering Circular 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 Sections 78a et seq., suspending or expelling the person from membership in the association or exchange.

The earnings claims figures in Item 19 do not reflect costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

The California Department of Financial Protection and Innovation has not reviewed, and makes no statements concerning, the franchisor's compliance with state and federal licensing and regulatory requirements relating to the practice of medicine or dentistry. You should consult with your attorney concerning these laws, regulations, and ordinances that may affect the operation of your business. If the California Medical Board or Dental Board, or any other agency overseeing the practice of medicine or dentistry in this state, determines that the operation of the franchise fails to comply with state law, the franchisor may be required to cease operations of the franchised business in California. This may result in the termination of your franchise and loss of your investment

<u>ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT And FRANCHISE AGREEMENT</u>

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of

Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

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

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

MINNESOTA

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

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

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

> Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

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

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J.

Also, a court will determine if a bond is required.

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

WASHINGTON

The state of Washington has a statute, RCW 19.100.180 which 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 involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

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

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

STATE EFFECTIVE DATE

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This 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	~~4/20/2022~~
Illinois	~~Pending~~
Indiana	~~10/16/2021~~
Virginia	~~01/24/2022~~
Washington	~~N/A~~
~~Wisconsin~~	~~10/15/2021~~

EXHIBIT G

RECEIPTS

Item 23

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 The Dentist's Choice, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York State law requires a franchisor to provide the franchise 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.

If The Dentist's Choice, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit D.

The franchisor is The Dentist's Choice, Inc., located at 774 Mays Blvd. Suite 10-297, Incline Village, Nevada 89451. Its telephone number is (800) 757-1333.

Issuance date: ~~04/11/2022~~ May 24, 2024

The franchise seller for this offering is Steven Everhart, 774 Mays Blvd. Suite 10-297, Incline Village, Nevada 89451, (800) 757-1333.

We authorize the respective state agencies identified on Exhibit D to receive service of process for us in the particular state.

I received a disclosure document from The Dentist's Choice, Inc. dated as of ___________ that included the following Exhibits:

Exhibit A	List of Franchisees
Exhibit A-1	List of Franchisees Who Left System
Exhibit B	Financial Statements
Exhibit C	Franchise Agreement
Exhibit D	State Administrators/Agents for Service of Process
Exhibit E	Manual Table of Contents
Exhibit F	State-Specific Additional Disclosures and Riders

______________________________	______________________________
Date	Prospective Franchisee [Print Name]
	______________________________
(Date, Sign, and Keep for Your Records)	Prospective Franchisee [Signature]

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______________________________	______________________________
Date	Prospective Franchisee [Print Name]
	______________________________
(Date, Sign, and Return to Us)	Prospective Franchisee [Signature]

You may return the signed receipt either by signing, dating, and mailing it to us at our address above or by faxing a copy of the signed and dated receipt to us at (949) 443-2074.