FRANCHISE DISCLOSURE DOCUMENT

THE WELLNESS WAY FRANCHISE LLC
A Wisconsin Limited Liability Company
2525 W Mason Street
Green Bay, WI 54303
Phone: 920-569-6882, ext. 5
Email: **franchise@thewellnessway.com**
www.thewellnessway.com

The Wellness Way Franchise LLC offers a franchise for the establishment and operation of a chiropractic and wellness clinic using The Wellness Way's unique business system and "The Wellness Way" trademarks.

The estimated total investment necessary to begin operations of The Wellness Way franchise is $74,200 to $224,300. This includes $21,500 that must be paid to the franchisor or its affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact ~~Yordanka Stoyanova~~Travis Frisque, 2525 W Mason Street, Green Bay, WI 54303, tfrisque@thewellnessway.com, (920-~~569-6882, ext. 5).~~ 737-9171).

The terms of your contract will govern your franchise relationship. Don't rely on this 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.

Date of Issuance: April 1, 2022, as amended ~~September 20~~November 17, 2022

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Wisconsin. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Wisconsin than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guaranty will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Short operating history**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
5. **Mandatory minimum payments**. You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make payments may result in termination of your franchise and loss of your investment.
6. **Sales performance required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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.

REAL ESTATE ACQUISITIONS SPECIALIST – ROSS SKORZEWSKI

Ross Skorzewski serves as our Real Estate Acquisitions Specialist and has served in this position since September 2022. Ross previously served as our Director of People Development and Real Estate from March 2022 to August 2022. Ross previously served as the Director of People Development and Real Estate for our affiliate, Wellness Way Enterprises LLC in Green Bay Wisconsin from March 2017 to March 2022.

FRANCHISE SALES AND LAB RELATIONS MANAGER – ~~YORDANKA STOYANOVA~~TRAVIS FRISQUE

~~Yordanka Stoyanova ("Danni")~~Travis Frisque serves as our Franchise Sales & Lab Relations Manager and has served in that role since ~~our formation in March~~November 2022. ~~Danni~~Travis previously served as the ~~Sales & Services Manager~~Warehouse Specialist for our affiliate Wellness Way Enterprises LLC in Green Bay, WI from ~~October 2020~~August 2021 to ~~March~~November 2022. From ~~April 2017 to October~~2018 – 2020~~, Danni~~ Travis served as ~~a Client Training~~the Driver Manager for CTS in Green Bay, Wisconsin and ~~Development Manager with our affiliate Wellness Way Enterprises in Green Bay, WI. Previously, Danni Stoyanova~~from 2013 – 2018 Travis served as ~~a front desk assistant for The Wellness Way Green Bay in Green Bay, WI, from April 2016 to April 2017.~~the Manager for WEL Companies in De Pere, Wisconsin.

FRANCHISE PROPERTY COORDINATOR - MAURINE SALIGER

Maurine Saliger serves as our Franchise Property Coordinator and has served in this position since September 2022. Maurine previously served as a Web Designer from July 2017 to September 2021 and Technology Coordinator from September 2021 to September 2022, both with our affiliate Wellness Way Enterprises in Green Bay, Wisconsin.

FOOD EDUCATION COORDINATOR - MCKYNLEE STEWART

McKynlee Stewart serves as our Food Education Coordinator and has served in this position since September 2022. McKynlee previously served as a Social Media Specialist from September 2021 to September 2022 for our affiliate Wellness Way Enterprises in Green Bay, Wisconsin. From September 2020 to September 2021 McKynlee served as the Patient Coordinator for The Wellness Way – Appleton, in Appleton, Wisconsin. From September 2019 to March 2020 McKynlee was a Receptionist for Inspire Spa in Appleton, Wisconsin. From August 2017 to August 2022 McKynlee was a Spa Concierge for Sunflower Spa in Appleton, Wisconsin.

FRANCHISE & PARTNER COORDINATOR – CASSIE DAVIS

Cassie Davis serves as our Franchise & Partner Coordinator and has served in this position since June 2022. From February 2019 to Present Cassie has also served as a Realtor with Century 21 in Appleton, Wisconsin, and from November 2009 to November 2019 Cassie served as a Senior Director for Thirty-One Gifts in Columbus, Ohio.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

You pay us a $15,000 initial franchise fee when you sign the Franchise Agreement for The Wellness Way franchise. (California residents, see State Addendum.) Before opening, you must also purchase from us an initial inventory package in the amount of $6,500. Clinics who were affiliated with The Wellness Way pursuant to a written Practitioner Program Agreement prior to the formation of the franchise system may not

Trainers: Dr. Patrick Flynn (Our founder with 20 years of clinical and business experience), Dr. Zach Papendieck (10 years clinical experience), Dr. Mitch Sutton (5 years clinical experience), Dr. Jason Nobles (19 years clinical experience), Dr. Stephen Lemmons (12 years clinical experience), Nicole Saleske, FNP, APNP (4 years clinical experience), Dr Laura Hemgren (21 years clinical experience), Dr Jeremy Maxwell (21 years clinical experience), Dr Jesse Anderson (9 years clinical experience), Dr Vicki Goldapske (28 years clinical experience), Dr Andy Tretalaar (19 years clinical experience), Joe Kiedinger (20 years coaching and curriculum experience), April Johnson (5 years coaching experience), Nicole Seidel (3 years of experience with clinic management and The Wellness Way family of companies), Ross Skorzewski (5 years of experience with The Wellness Way family of companies and 25 years experience with people development), Brenda Dvorachek (1 year of experience with The Wellness Way family of companies and 25 years financial and accounting experience), Cori Costello (2 years of experience with The Wellness Way family of companies), Brandon Flynn (6 years of experience with The Wellness Way family of companies), Bobbi Karcz (1 year of experience with The Wellness Way family of companies), ~~Danni Stoyanova~~Crystal Pranke (6 years of experience with The Wellness Way family of companies), ~~Crystal Pranke (5 years of experience~~Sara Frisque (1 year with The Wellness Way~~ family of companies), Sara Frisque (6)~~, Jonie Martin (1 year with The Wellness Way), Travis Frisque (1 year with The Wellness Way), Tresa Harry (8 months with The Wellness Way), ~~Teresa Harry (6 months with The Wellness Way)~~ and/or ~~Stephanie Weyenburg~~Cassie Davis (6 months with The Wellness Way).

Substitute Trainers: If circumstances require, a substitute trainer may provide training to you. We may periodically name additional trainers if the training schedule requires it. Any additional or substitute trainers will be required to have at least 6 months experience with The Wellness Way family of companies in the area in which they are training. There are no limits on our right to assign a substitute trainer to provide training. Certain segments of the training may vary from the chart shown above based on schedule changes due to business requirements and other factors. We will attempt to give you advance notice when this occurs.

Training Materials: The training will include the following instructional materials: The Wellness Way Confidential Operations Manual, including The Wellness Way University, videos and one or more position specific training manuals. The dates and location of the training will be communicated to you in the Confidential Operations Manual or via other written communication.

HIPAA Privacy Training: In addition to the training described above, each person who will work in your Franchised The Wellness Way Clinic must successfully complete an online HIPPA Privacy Training Course and obtain a certification of successful completion. This online course must be completed through an approved third party provider, and we estimate that your cost will be approximately $30 per person. Upon completion of the HIPAA Privacy Training Course, you must provide us with a copy of the certificate of completion for each employee.

New Practitioner Training: Every practitioner (e.g. Chiropractors, Nurse Practitioners, Doctors, Naturopaths, etc.) who will be providing patient consultations and/or patient care must complete the approximately 60 hour online training program listed in the Designated Managing Owner/Designated Managing Chiropractor training chart above, and this online training must be completed within 6 months of being hired. At the franchisee's discretion, the franchisee may send any practitioner to in-person training by contacting us and paying our then current training fee, currently $3,000. There is no charge for additional practitioners to attend in-person training at the same time as the initial Designated Managing Chiropractor. Franchisee will be responsible for all travel, lodging, meals and other expenses incurred while attending any training program.

Ongoing Training: Periodically, you, your managers or employees must attend refresher-training programs to be conducted at our headquarters, online, or another location we designate. Attendance at these programs will be at your expense. You do not have to attend more than 1 of these programs in-person in any calendar year and these programs will not exceed 3 days during any calendar year, except for training required to cure a default. (Section 9.4)

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with The Wellness Way. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you. No franchisees in the last three years have signed any provisions restricting their ability to speak about their experience with The Wellness Way.

Currently, we have no trademark-specific franchisee organizations associated with the franchise System being offered.

Current Franchisees and franchisees who, as of the date of this Disclosure Document, have had an outlet terminated, cancelled, transferred, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Disclosure Document issuance date are listed on **Exhibit F** to this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System.

ITEM 21. FINANCIAL STATEMENTS

Attached as **Exhibit E** is our audited opening balance sheet as of March 9, 2022. Unaudited interim financial statements are also attached. The franchisor has not been in business for three years or more and cannot provide all financial statements required in this Item 21.

Our fiscal year end is December 31.

ITEM 22. CONTRACTS

The Wellness Way Franchise Agreement (with exhibits) is attached to this Disclosure Document as **Exhibit C**.

The Wellness Way General Release is attached to the Franchise Agreement as **Exhibit 1**.

The Wellness Way Nondisclosure and Non-Competition Agreement is attached to the Franchise Agreement as **Exhibit 2**.

The Wellness Way Unlimited Guaranty and Assumption of Obligations is attached to the Franchise Agreement as **Exhibit 3**.

Contract addenda required by certain states are attached to the Franchise Agreement as **Exhibit 5**.

The Wellness Way Pre-Opening Certification is attached to the Franchise Agreement as **Exhibit 7**.

The Wellness Way ACH Authorization Agreement is attached to the Franchise Agreement as **Exhibit 8**.

The Wellness Way Online Social Media Advertising Request form is attached to the Franchise Agreement as **Exhibit 9**.

waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

24.2. Injunctive Relief

Nothing in this agreement bars The Wellness Way's right to obtain specific performance of the provisions of this agreement and injunctive relief against threatened conduct that will cause Us, the Marks, and/or the system loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. You agree that we may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby). You agree to waive any claims for damage in the event there is a later determination that an injunction or specific performance order was issued improperly.

24.3. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system; (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Certified Mail, return receipt requested, postage prepaid. Either party may change its address by a written notice sent in accordance with this Section 24.3. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address:

The Wellness Way Franchise LLC
Attn: Nicole Seidel
2525 W Mason Street
Green Bay, WI 54303
nseidel@thewellnessway.com

With a Copy to:

Mary M. Clapp, Esq.
~~9040 Town Center Parkway~~
2409 Lakewood Ranch Blvd. N., Unit 2219
Sarasota, FL ~~34202~~34240
mary@~~clappbusinesslaw~~delafran.com

24.4. Cost of Enforcement or Defense

In any action for the collection of fees due under this Agreement or seeking injunctive relief, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding.

ADDENDUM TO THE FRANCHISE AGREEMENT
THE WELLNESS WAY

FOR THE STATE OF CALIFORNIA

This Addendum to the Franchise Agreement is agreed to this ___ day of _________, 20___, is by and between The Wellness Way Franchise LLC and ____.

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the offering circular.

~~2~~2. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

3. Section 4.1 of the Franchise Agreement and Item 5 of the FDD are amended to add the following:

- All Franchise Fees payable by California Franchisees will be deferred until the Franchisor has completed all of its pre-opening obligations and Franchisee is open for business and operational.

~~3~~4. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-31516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement of The Wellness Way is amended as follows:

- The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically Sections 5.2 and 18.

- Section p, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

- Section 19.2 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.

- Paragraph 1 of this Addendum contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

- Section 25.7 requires binding arbitration. The arbitration will occur at the forum indicated in Section 25.7, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult 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 the Franchise Agreement restricting venue to a forum outside of the State of California.

~~4~~5. Neither We nor any person or franchise broker in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities

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Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

~~5~~6. The franchise agreement requires application of the laws of the state of Wisconsin. This provision may not be enforceable under California law.

~~6~~7. 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.

~~7~~8. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

~~8~~9. "The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information."

~~9~~10. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

~~10~~11. We have a website: **www.thewellnessway.com** OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTOF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Wellness Way Franchise LLC:	Franchisee:________________________
Sign: ___________________________________	Sign: ____________________________
Print Name & Title:________________________	Print Name & Title: ________________________

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FOR THE STATE OF ILLINOIS

This Addendum to the Franchise Agreement is agreed to this ___ day of _________, 20___, is by and between The Wellness Way Franchise LLC and ____.

1. In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Franchise Agreement for The Wellness Way is amended as follows:

- Section 4.1 is amended to provide that payment of the initial franchise fee will be deferred until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

- Sections 5.2~~, , 18~~ and 20.2 are amended to add:

  No general release shall be required as a condition of renewal or transfer that is intended to require Franchisee to waive compliance with the Illinois Franchise Disclosure Act, 815 ILCS 705.

- Sections 18, 19 and 25 are amended to add:

  The conditions under which the Franchise Agreement can be terminated and Franchisee's rights upon termination or non-renewal, as well as the application by which Franchisee must bring any claims, may be governed by the Illinois Franchise Disclosure Act, 815 ILCS 705/19 and 705/20.

- Sections 25.1 and 25.2 are amended to add:

  The Franchise Agreement shall be governed by Illinois law. Jurisdiction and venue for court litigations shall be in Illinois. Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State is void, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois.

- Section 25.4 is amended to add:

  No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that the Franchisee may have a claim for relief in respect to conduct governed by the Act, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire.

- Section 25.6 is deleted in its entirety.

2. Any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum. To the

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FOR THE STATE OF NORTH DAKOTA

This Addendum to the Franchise Agreement is agreed to this ___ day of _________, 20___, is by and between The Wellness Way Franchise LLC and ____.

1. The North Dakota Securities Commission requires that certain provisions contained in the Agreement be amended to be consistent with North Dakota Law, including the North Dakota Franchise Investment Law, North Dakota Century Code Addendum, Chapter 51-19, Sections 51-19-01 *et seq.* Such provisions in the Agreement are hereby amended as follows:

- ~~Under~~ Section 4.1 is amended to provide that payment of the initial franchise fee will be deferred until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

- Sections 4~~5~~.2~~, , 18~~(i), 20.2(c), and 20.2~~.3 and 18.2.6,~~(g) are amended to delete the requirement for the execution of a general release upon renewal~~,~~ or transfer~~, shall be inapplicable to~~ of Franchises ~~operating under the~~ purchased in North Dakota ~~Franchise Investment Law to the extent that such a release excludes claims arising under the North Dakota Franchise Investment Law~~.

- Section 8 is amended to add that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

- ~~Section 22~~Section 19.2 is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

- Section 19.6 is deleted in its entirety.

- Section 24.4 is amended to state:

  If Franchisor or Franchisee is required to enforce this Agreement via judicial or arbitration proceedings, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and legal fees in connection with such proceeding.

- ~~Section 19.2 is amended to add that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.~~

- Section 25.1 is amended to state that in the event of a conflict of laws, North Dakota Law shall prevail.

- Section 25.2 is amended to add that any action may be brought in the appropriate state or federal court in North Dakota with respect to claims under North Dakota Law.

- Section 25.4 is amended to state that the statute of limitations under North Dakota Law shall apply.

- Sections 25.5 and 25.6 are deleted in their entireties.

- ~~Section is~~Sections 25.7 and 25.8 are amended to state that mediation and/or arbitration involving a Franchise purchased in North Dakota must be held either in a location mutually agreed upon prior to the ~~arbitration, or if the parties cannot agree on a location, the arbitrator will determine the location~~mediation and/or arbitration, which may not be remote from Franchisee's place of business.

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2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

The Wellness Way Franchise LLC:

Sign: ____

Print Name & Title:____________________________

Franchisee:____________________________________

Sign: ____

Print Name & Title: ____________________________

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THE WELLNESS WAY FRANCHISE LLC

FINANCIAL STATEMENTS

EXHIBIT E TO THE DISCLOSURE DOCUMENT

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THE WELLNESS WAY FRANCHISING LLC

FINANCIAL STATEMENTS
PERIOD FROM MARCH 2, 2022 (INCEPTION DATE) TO MARCH 9, 2022

WEALTH ADVISORY | OUTSOURCING
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THE WELLNESS WAY FRANCHISING LLC
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PERIOD FROM MARCH 2, 2022 (INCEPTION DATE) TO MARCH 9, 2022

INDEPENDENT AUDITORS' REPORT

Member
The Wellness Way Franchising LLC
Green Bay, Wisconsin

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of The Wellness Way Franchising LLC, which comprise the balance sheet as of March 9, 2022, and the related statements of operations, member's equity, and cash flows for the period from March 2, 2022 (Inception Date) to March 9, 2022, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Wellness Way Franchising LLC as of March 09, 2022, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Wellness Way Franchising LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Wellness Way Franchising LLC's ability to continue as a going concern for a reasonable period of time.

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

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Green Bay, Wisconsin
March 16, 2022

THE WELLNESS WAY FRANCHISING LLC
BALANCE SHEET
MARCH 9, 2022

ASSETS		
CURRENT ASSETS		
Cash	$	50,000
Total Assets	$	50,000
MEMBER'S EQUITY		
MEMBER'S EQUITY	$	50,000
Total Member's Equity	$	50,000

See accompanying Notes to Financial Statements.

THE WELLNESS WAY FRANCHISING LLC
STATEMENT OF OPERATIONS
PERIOD FROM MARCH 2, 2022 (INCEPTION DATE) TO MARCH 9, 2022

REVENUES	
Total Revenues	$ -
NET INCOME	$ -

See accompanying Notes to Financial Statements.

THE WELLNESS WAY FRANCHISING LLC
STATEMENT OF MEMBER'S EQUITY
PERIOD FROM MARCH 2, 2022 (INCEPTION DATE) TO MARCH 9, 2022

	Member's Equity
BALANCE - MARCH 2, 2022	$ -
Contributions	50,000
BALANCE - MARCH 9, 2022	$ 50,000

See accompanying Notes to Financial Statements.

THE WELLNESS WAY FRANCHISING LLC
STATEMENT OF CASH FLOWS
PERIOD FROM MARCH 2, 2022 (INCEPTION DATE) TO MARCH 9, 2022

CASH FLOWS FROM FINANCING ACTIVITIES	
Member Contributions	$ 50,000
Net Cash Provided by Financing Activities	50,000
NET CHANGE IN CASH	50,000
Cash - Beginning of Year	-
CASH - END OF YEAR	$ 50,000

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

The Wellness Way Franchising LLC (the Company), a wholly owned subsidiary of The Wellness Way, LLC (the Parent), will operate a franchising business under the concept name The Wellness Way®. The Company will sell franchises in a majority of the states. The Company was organized in the State of Wisconsin. The Company's year end is December 31.

Basis of Accounting

The accompanying financial statements has been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP).

Accounting Estimates

Management uses estimates and assumptions in preparing the financial statement in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Income Taxes

The Company elected under the Internal Revenue Code and comparable state laws to become a limited liability company in the form of a single-member limited liability company subsidiary and files combined federal and Wisconsin income tax returns with its Parent. Accordingly, income is not taxable at the Company level but passes through to the Parent. Consequently, the Company may declare distributions periodically to the Parent to enable it to pay its income tax liabilities. Primarily due to the limited liability company subsidiary tax status, the Company does not have any significant tax uncertainties that would require recognition or disclosure. As the Company was incorporated in 2022, all income tax returns are open for examinations upon filing.

Revenue Recognition

The Financial Accounting Standards Board (FASB) issued new guidance that created Topic 606, *Revenue from Contracts with Customers*, in the Accounting Standards Codification (ASC). Topic 606 supersedes the revenue recognition requirements in FASB ASC 605, Revenue Recognition, and requires the recognition of revenue when promised goods or services are transferred to customers in an amount that reflects the consideration to which an entity expects to be entitled in exchange for those goods or services. The Company adopted the requirements of the new guidance upon inception.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

The primary result of Topic 606 on the Company's revenue recognition policies is the accounting for initial franchising fees. Upon the initial sale of a franchise, the Company is obligated to provide franchisees access to certain proprietary programs, written materials, trademarks, tools, and support associated with their franchise business. Under Topic 606, initial franchise fees will be recognized as the Company satisfies the performance obligation over the franchise term on a straight-line basis, which is generally ten years from the date a store opens. The unrecognized portion of initial franchising fees will be recorded as deferred revenue.

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update 2021-02, *Franchisors—Revenue from Contracts with Customers (Subtopic 952-606)—Practical Expedient*. FASB Subtopic 952-606 creates a practical expedient allowing franchisors that are not public business entities to account for certain pre-opening services enumerated in FASB ASC 952-606-25-2 as a single performance obligation.

The Company adopted the requirements of the new guidance upon inception, The Company also made an accounting policy election to recognize certain pre-opening services as a single performance obligation.

NOTE 2 MEMBER'S EQUITY

The Parent contributed $50,000 to the Company in exchange for the issuance of 100% of the Company's membership interest. The membership interest in the Company owned by the Parent is the only class of membership interest issued and outstanding as of March 9, 2022.

NOTE 3 SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 16, 2022, the date at which the financial statements were available for issue and does not believe that there are any subsequent events that require adjustment or disclosure in the accompanying financial statements.

Wellness Way Franchise LLC
Balance Sheet
As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
Nicolet Checking - 8678	34,475.41
Total Checking/Savings	34,475.41
Total Current Assets	34,475.41
Fixed Assets	
Setup Costs	3,000.00
Total Fixed Assets	3,000.00
TOTAL ASSETS	**37,475.41**
LIABILITIES & EQUITY	
Equity	
Members Equity - WW LLC	50,000.00
Net Income	-12,524.59
Total Equity	37,475.41
TOTAL LIABILITIES & EQUITY	**37,475.41**

Wellness Way Franchise LLC
Profit & Loss
January through September 2022

		Jan - Sep 22
Ordinary Income/Expense		
Expense		
Licenses and Permits		20.00
Office Supplies		241.06
Professional Fees		
Accounting Fees	6,644.53	
Lawyer Fees	5,619.00	
Total Professional Fees		12,263.53
Total Expense		12,524.59
Net Ordinary Income		-12,524.59
Net Income		**-12,524.59**

ADDENDUM TO THE WELLNESS WAY
FRANCHISE DISCLOSURE DOCUMENT

FOR THE STATE OF CALIFORNIA

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

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. 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.

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

Neither the franchisor nor any person or franchise broker in ITEM 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in the association or exchange.

3. ITEM 5 of the Disclosure Document is amended to add the following:

~~All franchiser~~The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees ~~payable by~~to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees ~~will be deferred~~ until we have completed all of our pre-opening obligations and you ~~have opened~~are open for business~~ and are operational.~~ . For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

4. ITEM 17 of the Disclosure Document is amended to add the following:

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

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

- The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.

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

- The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in ITEM 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult 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 the Franchise Agreement restricting venue to a forum outside the State of California.

- The following URL address is for the franchisor's website:

www.thewellnessway.com

FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

5. ITEM 19 of the Disclosure Document is amended to provide:

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

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FOR THE STATE OF ILLINOIS

- The initial franchise fee for franchises purchased in Illinois will be deferred until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

- For choice of law purposes, and for the interpretation and construction of the Franchise Agreement, the Illinois Franchise Disclosure Act, 815 ILCS 705 governs.

- No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after the franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to the franchisee of a written notice disclosing the violation, whichever shall first expire.

- Illinois law governs the Franchise Agreement (without regard to conflict of laws), and jurisdiction and venue for court litigation shall be in Illinois.

- Any provision in the Franchise Agreement requiring a general release is void if the provision requires a waiver of compliance with the Illinois Franchise Disclosure Act.

- Any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside the State of Illinois is void.

ITEM 17 of the Disclosure Document is amended to add the following:

- The conditions under which a franchise can be terminated and your rights upon non-renewal, as well as the application by which you must bring any claims, may be affected by Sections 705/19 and 20 of the Illinois Franchise Disclosure Act of 1987, 815 ILCS 705/19 and 705/20.

- The Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

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FOR THE STATE OF NORTH DAKOTA

1. ITEM 5 of the Disclosure Document is amended by the addition of the following language to the original language:

- Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

- The initial franchise fee for franchises purchased in North Dakota will be deferred until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

2. ITEM 17 of the Disclosure Document is amended to add the following:

- No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under North Dakota Law.

- In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.

- The Franchise Agreement is amended to state that the statute of limitations under North Dakota Law will apply.

- No liquidated damages or termination fee will apply to franchises purchased in North Dakota.

- ITEMS 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

- ~~ITEM~~ITEMS 17(u) and 17(v) ~~is~~are amended to state a provision requiring litigation to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law. The site for any mediation and/or arbitration shall be mutually agreeable to the parties and may not be remote from Franchisee's place of business.

- ITEM 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.

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STATE EFFECTIVE DATES

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 of Order**
California	~~Not registered~~Pending
Hawaii	Not registered
Illinois	~~Not registered~~Pending
Indiana	~~Not registered~~6-22-23
Maryland	Not registered
Michigan	~~Not registered~~9-28-22
Minnesota	~~Not registered~~Pending
New York	Not registered
North Dakota	~~Not registered~~10-6-22
Rhode Island	Not registered
South Dakota	Not registered
Virginia	Not registered
Washington	Not registered
Wisconsin	~~Not registered~~6-23-23

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

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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 Wellness Way offers you a franchise, The Wellness Way 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 or grant unless otherwise stated in your state's addendum. The delivery of the Disclosure Document is to be received 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 in the States of Maryland and New York.

If The Wellness Way does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

The following are the names, principal business addresses, and telephone numbers of each franchise seller offering the franchise:

____________________ 2525 W Mason Street Green Bay, WI 54303 Email____________________ 920-569-6882	~~Yordanka Stoyanova~~ Travis Frisque 2525 W Mason Street Green Bay, WI 54303 tfrisque@thewellnessway.com 920-~~569-6882~~737-9171	Brenda Dvorachek 2525 W Mason Street Green Bay, WI 54303 bdvorachek@thewellnessway.com 920-569-6882

Date of Issuance: April 1, 2022, as amended ~~September 20~~November 17, 2022
Our Agents for Service of Process are listed in Exhibit B.

I have received a Franchise Disclosure Document with an issuance date of April 1, 2022, as amended ~~September 20~~November 17, 2022 that included the following exhibits on the date listed below:

A. List of State Administrators
B. List of State Agents for Service of Process
C. Franchise Agreement
 Exhibit 1 – General Release
 Exhibit 2 – Nondisclosure and Non-Competition Agreement
 Exhibit 3 – Unlimited Guaranty and Assumption of Obligations
 Exhibit 4 – Holders of Legal or Beneficial Interest in Franchisee
 Exhibit 5 – Multi-State Addenda
 Exhibit 6 – De-Identification
 Exhibit 7 – Pre-Opening Certification
 Exhibit 8 – ACH Agreement
 Exhibit 9 – Online/Social Media Request
 Exhibit 10 – Wellness Way Enterprises Supplier Agreement
 Exhibit 11 – Lease Rider
D. Table of Contents to the Confidential Operations Manual
E. Financial Statements
F. List of Terminated Franchisees
G. Franchisee Disclosure Questionnaire
H. Multi-State Addenda

Please sign and print your name below, date and return one copy of this receipt to The Wellness Way and keep the other for your records.

____________________ Date of Receipt (Date FDD Received)	____________________ Prospective Franchisee [Signature]
____________________ Prospective Franchisee [Print Name]	____________________ Title (if Prospective Franchisee is an entity)

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Please sign and print your name below, date and return one copy of this receipt to The Wellness Way and keep the other for your records.

______________________________	______________________________
Date of Receipt (Date FDD Received)	Prospective Franchisee [Signature]
______________________________	______________________________
Prospective Franchisee [Print Name]	Title (if Prospective Franchisee is an entity)

Date, Sign, and Return to: The Wellness Way Franchise LLC, 2525 W Mason Street, Green Bay, WI 54303, franchise@thewellnessway.com

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