

## FRANCHISE DISCLOSURE DOCUMENT- UNIT

<p style="text-align: center;"><b>Zoomin Groomin®</b></p>  <p style="text-align: center;"><b>A Mobile Pet Spa</b></p>	<p style="text-align: center;"><b>Zoomin Groomin USA LLC</b> <b>d/b/a Zoomin Groomin®,</b> <b>a Virginia Limited Liability Company</b> <b>780 Lynnhaven Pkwy</b> <b>Suite 240</b> <b>Virginia Beach, VA 23452</b> <b>(855) 825-7387</b> <a href="https://zoomingroomin.com">https://zoomingroomin.com</a></p>
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We offer a franchise opportunity to you as a Franchisee to operate a business on our behalf for a specified territory. The franchise offered is for the establishment and operation of an entity to deliver mobile pet grooming and related pet care service under the trade name “Zoomin Groomin®” (the “Franchised Business”).

The total investment necessary to begin operations of a Franchised Business is \$95,900 to \$188,140. This includes \$45,000 that must be paid to the franchisor or affiliate.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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: Sandra Stow, 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia, 23452, 855.825.7387 (866-50-groom).

The terms of your contract will govern your franchise relationship. Don’t rely on the Disclosure Document alone to understand your contract. Read your entire contract carefully. Show your contract and this Disclosure Document to an advisor like a lawyer or 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 (“FTC”). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

## 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
<b>How much can I earn?</b>	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 E-1 and E-2.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Zoomin Groomin® business in the area?</b>	Item 12 and the "territory" provisions in the Franchise Agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be an Zoomin Groomin® franchisee?</b>	Item 20 or Exhibits E-1 and E-2 list current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this Disclosure Document to better understand this franchise opportunity. See the table of contents.

## WHAT YOU NEED TO KNOW ABOUT FRANCHISING *GENERALLY*

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

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

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

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

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

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

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

### SOME STATES REQUIRE REGISTRATION

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

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Virginia. Out-of-State mediation, arbitration, or litigation may force you to accept a less favorable settlement to disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Virginia than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise business and loss of your investment.
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. **Litigation History.** The litigation history of certain members of the management team may increase the risk of your investment. You may wish to further review the litigation history, whether or not it has been required to be disclosed in the FDD.

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

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## Exhibits

Exhibits	Description
A	State Addenda
B	Franchise Agreement
C	List of State Administrators and Registered Agents
D	Table of Contents to Operations Manual
E-1	List of Franchisees
E-2	List of Former Franchisees
F	Financial Statements
G	State Effective Dates
H	Receipts

**ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES****The Franchisor**

To simplify the language in this disclosure document (the "Disclosure Document"), "we", "us", or "our" means Zoomin Groomin USA LLC, trading as Zoomin Groomin®, the franchisor. The terms "you" and "your" refer to the person or entity who buys this franchise. If you are a corporation, limited liability company, or other entity, then "you" will also include your owners.

We are a Virginia Limited Liability Corporation formed on December 30, 2020 as a Virginia Limited Liability Company. Our principal place of business is located at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452. We do business under the name of Zoomin Groomin®. Our agent for service of process in Virginia is John Allen Waldrop, III whose principal place of business is 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452. Our agents for service of process in other states which vary by state are identified in Exhibit C to this Disclosure Document.

We do not engage in any other business activity. We have not operated a franchise business of the type you are being offered.

**Parent**

Loyalty, LLC is our parent company. It was formed on November 6, 2017 as a Virginia Limited Liability Company. Loyalty, LLC's principal place of business is also located at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, Virginia 23452.

**Predecessor**

On December 8, 2020, we purchased all of the assets of our predecessor, ZG Enterprises, Inc., a Massachusetts Corporation which had purchased the franchise business from Mobile Pet Spa Enterprises, LLC, located at 67 Hughey Road, Scituate, MA 02066 which was organized in 2003, and became a franchisee. Mobile Pet Spa Enterprises, LLC is no longer in business.

**Affiliates**

We have an affiliate, ATAX LLC d/b/a ATAX, formed on February 20, 2019, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. ATAX offers franchise opportunities for retail tax, bookkeeping and payroll office. You will not directly conduct business with this affiliate. This affiliate has offered franchises since 2019. They do not offer franchises in any other line of business.

We have an affiliate, Jomsom Franchise Company LLC d/b/a Jomsom, formed in March 2012, with a principal business address of 4390 US Highway 1, STE 203, Princeton, NJ 08540. Jomsom offers franchise opportunities for staffing and payroll services. You will not directly conduct business with this affiliate. This affiliate has offered franchises since 2012. They do not offer franchises in any other line of business.

We have an affiliate, Loyalty Brokers LLC d/b/a Loyalty Business Brokers, formed December 30, 2020, with a principal place of business at 780 Lynnhaven Pkwy, Suite 240, Virginia Beach, VA 23452. Loyalty Business Brokers offers franchise opportunities for business brokerage. You will

not directly conduct business with this affiliate. This affiliate has offered franchises since 2022. They do not offer franchises in any other line of business.

We have an affiliate, Loyalty Business Services LLC d/b/a Ledgers, formed on October 30, 2019, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. Ledgers offers franchise opportunities for compliance, advisory and tax services. You will not directly conduct business with this affiliate. This affiliate has offered franchises since 2020. They do not offer franchises in any other line of business.

We have an affiliate, LMS Franchising, LLC established on May 21, 2014, with a principal place of business of 707 N. New Ballas Road, St. Louis, Missouri 63141, which also conducts business under the Little Medical School® trade name and may also use the name “Little Medical School” or “Little Nursing School” or “Little Veterinarian School.” LMS Franchising, LCC offers franchise opportunities for curriculum-based educational programs that focus on medicine, science, and the benefits of good health for children ages four to fourteen years old. You will not directly conduct business with this affiliate. This affiliate has offered franchises since 2014. They do not offer franchises in any other line of business.

We have an affiliate, Tectum Franchising LLC d/b/a CR3 American Exteriors, formed on July 12, 2022, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. CR3 American Exteriors offers franchise opportunities for offering, selling, and performing roofing and remodeling services for commercial and residential customers. You will not directly conduct business with this affiliate. This affiliate has offered franchises since 2022. They do not offer franchises in any other line of business.

We have an affiliate, The Inspection Boys Franchise USA LLC d/b/a The Inspection Boys, formed on December 19, 2020, with a principal business address of 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452. The Inspection Boys offers franchise opportunities for commercial and residential inspection services. You will not directly conduct business with this affiliate. This affiliate has offered franchises since 2020. They do not offer franchises in any other line of business.

### **Description of the Franchise**

We offer the opportunity to operate a business (“Franchised Business”), using the Zoomin Groomin® model (“System”) which involves delivering pet grooming services and related products (collectively “Services”) in accordance with prescribed processes which are defined in writing (“Manual”). A Franchised Business operates under the trade name “Zoomin Groomin®” and other such trademarks as we may designate for use from time to time which we refer to as the “Marks.”

### **Area Representatives**

We offer an Area Representative franchise opportunity through a separate Franchise Disclosure Document. Area representatives recruit and support unit franchisees in exchange for a portion of the initial franchise fee and ongoing royalty. Area representatives do not have management responsibility related to the franchise except for those individuals specifically identified in Item 2 of this disclosure document. As of December 31, 2023, there were thirty (30) franchised area

representative outlets in operation. There may be an area representative with area representative rights over your Territory when you sign a Franchise Agreement or during the term. We will provide a roster of all current area representatives upon your reasonable request.

### **Industry-Specific Laws and Regulations**

As of the Issuance Date there are no known Federal laws or regulations specific to pet grooming and pet care industries; however, there may be laws and regulations on a state or local level relating to the disposal of greywater which may affect the operation of your Franchised Business. The definition of greywater and disposal requirements vary by state and locality. We recommend that you consult with your attorney regarding the application of any State or local laws or regulations regarding pet grooming and pet care industries, including, without limitation, State licensing requirements.

You should investigate the application of these laws further.

### **Market and Competition**

The target market for Services consists of clients seeking mobile pet grooming services. The business model is operated from a vehicle which typically is centrally located in your market and you will drive to customers and provide our Services onsite at their location.

The general market for mobile pet grooming is highly developed and very competitive. Our customers are primarily individuals and families who own a dog. Mobile pet grooming is not a seasonal business; however in certain cold climates you may have to take certain steps to winterize grooming equipment to ensure lines do not freeze when the Vehicle is not in operation.

As a Franchised Business you will compete with other grooming companies and pet stores. The industry is highly competitive. You will compete against national chains, regional chains, and independent owners. Some of these competitors are franchised.

### **Prior Business Experience**

Our predecessor, ZG Enterprises, Inc. had offered franchises since January 2005.

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**ITEM 2. BUSINESS EXPERIENCE****Sandra Stow: Chief Executive Officer**

Sandra Stow has served as our Chief Executive Officer since December 2020. She was previously an Area Developer for JTH Tax LLC doing business as Liberty Tax Service located in Virginia Beach, Virginia from December of 2013 until July 2021.

**Donna Sheehey: Founder and Consultant**

Donna Sheehey has served as a consultant for Zoomin Groomin since December 2020. Ms. Sheehey is the founder of ZG Enterprises, Inc., our predecessor which also conducted business as Zoomin Groomin® and she served as its Chief Executive Officer in Hingham, Massachusetts from January 2004 until it was purchased by us in December 2020.

**Faith Leek: Director of Operations**

Faith Leek has served as the Director of Operations for Zoomin Groomin since January 1, 2023. Faith Leek previously served as the Regional Director of our affiliate ATAX LLC from July, 2020 through December 31, 2022, in Virginia Beach, Virginia. From January 2001 to July 2020, Ms. Leek served in various positions at Liberty Tax Service including Regional Director, Director of Enterprise Support, New Franchisee Regional Director, District Manager, and Operations Support representative in Virginia Beach, Virginia.

**John T. Hewitt: Chief Executive Officer and Chairman of Loyalty, LLC**

John T. Hewitt has served as the Chief Executive Officer and Chairman of our parent company, Loyalty, LLC, located in Virginia Beach, Virginia since September 2017.

**Mark C. Johnson: Area Representative**

Mark C. Johnson has served as the President of Posh Pets Mobile, Inc. since its formation in August, 2023 in Virginia Beach, Virginia, which is an Area Representative of ours in portions of Virginia, Maryland and D.C. From May 2008 and continuing to date, Mr. Johnson has served as the Chief Executive Officer and President of FranchiseThis! in Virginia Beach, Virginia. Previously, Mr. Johnson served as the Chief Executive Officer of Loyalty Franchising, LLC from September 2020 through January 2024, in Virginia Beach, Virginia.

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**ITEM 3. LITIGATION**

**John Hewitt, Chief Executive Officer and Chairman of Loyalty, LLC, has been named in the following litigation:**

**Pending Actions:**

*There are no pending actions.*

**Concluded Actions:**

JTH Tax LLC d/b/a Liberty Tax Service v. John T. Hewitt, Loyalty LLC, ATAX LLC, ATAX Franchise, Inc. and Yneva Marte (Case No.2:21-cv-00076-RBS-LRL) filed February 4, 2021 in the United States District Court for the Eastern District of Virginia. Plaintiff filed the action alleging that ATAX franchisees maintained signage that is confusingly similar to trade dress and logos of the plaintiff. The Plaintiff also alleges that Mr. Hewitt tortiously interfered with certain contractual relations by discussing with existing and former franchisees of the Plaintiff opportunities at ATAX. The complaint alleges that Mr. Hewitt breached his employment agreement by sharing and using trade secrets, confidential and proprietary information for his own benefit or the benefit of a third party by convincing existing and prospective franchisees of the Plaintiff to leave and instead open ATAX franchises. Lastly, the complaint alleges that Mr. Hewitt engaged in a conspiracy to unfairly compete against and damage Liberty Tax by convincing customers and prospective customers to pick ATAX over Liberty Tax. Plaintiffs sought \$20 million in actual damages, treble damages, costs, and legal fees along with injunctive relief. The Defendants have denied the allegations. The matter was settled on December 31, 2021. Under the Settlement Agreement, Defendants agreed to pay the Plaintiff \$545,000 over 6 years, and to refrain from: (1) unfairly competing with Liberty Tax by tortiously interfering with its franchise agreements; (2) diverting or attempting to interfere with or divert any leases from Liberty; (3) palming off any of ATAX's products or services as those of Liberty; (4) any action or statement that could reasonably cause likelihood of confusion that any ATAX location is associated with Liberty; (5) possessing, misappropriating, using or disclosing Liberty's confidential information; and (6) accessing any of Liberty's computer systems or databases. ATAX agreed to permanently close three specific ATAX locations and use their best efforts to assign leases for those locations to Liberty. The Court retained jurisdiction to enforce the final consent order.

Rose Mauro, individually and on behalf of all others similarly situated v. Liberty Tax, Inc. Edward L. Brunot. John T. Hewitt, and Kathleen Donovan, (Case No. 18 CV 245) filed on January 12, 2018 in the United States District Court for the Eastern District of New York. Plaintiff filed a securities class action asserting violations of Section 10(b) of the Exchange Act and Rule 10b-5 against all defendants and a second count for violations of Section 20(a) of the Exchange Act against the individual defendants. According to the complaint, throughout the class period, Liberty Tax, Inc. allegedly issued materially false and misleading statements and/or failed to disclose that: (1) Hewitt created an inappropriate tone at the top; (2) the inappropriate tone at the top led to ineffective entity level controls over the organization; and (3) as a result, defendants' statements

about the operations and prospects were materially false and misleading and/or lacked a reasonable basis at all relevant times. This case was consolidated with the *Patrick Beland* matter listed below and then further information on this case is reported below under the caption *In Re: Liberty Tax, Inc., Securities Litigation* Case No. 27 CV 07327 (E.D.N.Y.).

*Patrick Beland, individually and on behalf of all others, similarly, situated v. Liberty Tax, Inc., Edward L. Brunot, John T. Hewitt, and Kathleen E. Donovan*, (Case No. 17 CV 7327) filed on December 15, 2017 in the United States District Court for the Eastern District of New York. Plaintiff filed a securities class action asserting violations of Section 10(b) of the Exchange Act and Rule 10b-5 against all defendants and a second count for violations of Section 20(a) of the Exchange Act against the individual defendants. According to the complaint, throughout the class period, Liberty Tax, Inc. allegedly issued materially false and misleading statements and/or failed to disclose that: (1) Hewitt created an inappropriate tone at the top; (2) the inappropriate tone at the top led to ineffective entity level controls over the organization; and (3) as a result, defendants' statements about the business, operations and prospects were materially false and misleading and/or lacked a reasonable basis at all relevant times.

The two above referenced shareholder actions were consolidated under the caption *In Re: Liberty Tax, Inc., Securities Litigation*, (Case No. 27 CV 07327) (E.D.N.Y.). On June 12, 2018, the Lead Plaintiff, IBEW Local 98 Pension Fund, filed its Consolidated Class Action Amended Complaint, which removed Ed Brunot as a defendant and added additional securities claim based on Section 14(a) of the Exchange Act and Rules 14-a3 and 14a-9. The Consolidated Amended Class Action Complaint, among other things, asserted that LT Inc.'s SEC filings over a multi-year period failed to disclose the alleged misconduct of the individual defendants and that disclosure of the alleged misconduct caused LT Inc.'s stock price to drop and, thereby harm the purported class of shareholders. The Class Period is alleged to be October 1, 2013 through February 23, 2018. The defendants filed a joint motion to dismiss the Consolidated Amended Class Action Complaint on September 17, 2018. The Lead Plaintiff served their opposition on November 1, 2018 and the defendants filed their reply brief on November 27, 2018. A mediation took place on November 12, 2018 but did not result in a resolution. On January 16, 2020, the case was dismissed for failure to state a claim. The Plaintiff filed a Notice of Appeal on February 19, 2020. The dismissal was affirmed on appeal.

*Kenneth Martin et al. v JTH Tax, Inc. d/b/a Liberty Tax Service, John Hewitt and Danny Hewitt*, (Case No. 9:10-3016-CWH) filed on November 22, 2010 in the U.S. District Court for the District of South Carolina. The plaintiffs, former clients of two Liberty Tax franchised offices, filed suit claiming that, pursuant to a plan or scheme, JTH fraudulently increased their tax refunds when preparing their income tax returns. The plaintiffs brought the case as a class action seeking to represent all Liberty Tax customers that were charged additional fees for the filing of schedules or forms which accompanied a federal income tax return, but the Court denied class action status in February 2013. The plaintiffs also brought a RICO claim against John and Danny Hewitt individually, a breach of contract claim against us, a breach of fiduciary duty claim against us, and an unjust enrichment claim against all defendants. The plaintiffs sought at least \$5,000,000 in actual damages, treble damages under the RICO claim, punitive damages against us, restitution

against all defendants, reasonable attorney's fees, accountants' fees, experts' fees, costs, and an incentive payment to the class representatives.

In January 2011, JTH filed an answer denying these claims and filed third-party claims against Annie Fuller, a former Liberty Tax franchisee, claiming that she had committed defamation by providing false information to the plaintiffs' attorneys and possibly others about JTH, breached her franchise agreement and a purchase and sale agreement, and that she owed indemnity. JTH also asked for declaratory judgment finding that, as a result of Fuller's breaches, it had no further duty to pay sums to her from a purchase and sale agreement and should be refunded monies already paid. On May 31, 2011, Fuller filed a counterclaim against JTH alleging that JTH breached a purchase and sale agreement, breached the purchase and sale agreement with a fraudulent intent, violated the Virginia Retail Franchising Act, and breached her franchise agreement. Fuller sued for unspecified damages, costs, and attorney's fees. JTH denied the allegations. The Court granted summary judgment for Danny Hewitt on all claims and for John Hewitt on unjust enrichment. In June 2013, the plaintiffs and Liberty settled all remaining matters in controversy with Liberty agreeing to pay the plaintiffs \$300,000. The plaintiffs signed releases and, on June 28, 2013, all claims were dismissed with prejudice. In May 2013, both Fuller and Liberty dismissed their claims without prejudice.

*K&A Publicidad, Inc. v. JTH Tax, Inc., d/b/a Liberty Tax Service, Liberty Tax, Inc. d/b/a Siempre Tax and John Hewitt*, (Case No. CL17-4169), filed on September 5, 2017 in the Virginia Beach Circuit Court. Plaintiff is a company owned and controlled by Kirke Franz Szawronski. Plaintiff alleges that it entered into a contract with Liberty to provide promotional and strategic relationship services to help grow the SiempreTax brand. Plaintiff alleged that defendants breached the contract for failure to pay for services and seeks damages. This matter, along with the *Kirke Franz Szawronski* matter described below, settled on January 26, 2019, with Liberty agreeing to pay plaintiff \$50,000 to settle both matters, in exchange for a release.

*Kirke Franz Szawronski v. JTH Tax, Inc., d/b/a Liberty Tax Service, Liberty Tax, Inc., d/b/a Siempre Tax and John Hewitt*, (Case No. CL17-4170), filed on September 5, 2017 in the Virginia Beach Circuit Court. Plaintiff was a former employee and filed a lawsuit claiming breach of employment agreement with Plaintiff by failing to pay 6-months' severance. Plaintiff also asserted a claim for defamation. This matter, along with the *KK&A Publicidad, Inc.* matter described above, settled on January 26, 2019, with Liberty agreeing to pay plaintiff \$50,000 to settle both matters, in exchange for a release.

*Asbestos Workers' Philadelphia Pension Fund, derivatively on behalf of Liberty Tax, Inc., v. John Hewitt. Defendant, and Liberty Tax, Inc., Nominal Defendant*, (Case No. 2017-0883), filed on December 12, 2017 in the Court of Chancery of the State of Delaware. Plaintiff alleged that Liberty's former CEO, John T. Hewitt ("Hewitt"), breached his fiduciary duties as an officer based upon certain allegations of misconduct on his part. The Plaintiff also alleged breach of fiduciary duty against Hewitt in his capacity as a director of LT Inc. The Complaint sought compensatory damages and attorney's fees. On December 27, 2017, this action was consolidated with the *Erie*

County matter described just below and then continued under the caption *In Re: Liberty Tax, Inc. Stockholder Litigation*.

*Erie County Employees Retirement System, on behalf of Liberty Tax, Inc. v. John T. Hewitt. Defendant, and Liberty Tax, Inc. Nominal Defendant*, Case No. 2017-0914, was filed the Court of Chancery of the State of Delaware on December 22, 2017. Plaintiff also alleged that Hewitt breached his fiduciary duties as an officer based upon certain allegations of misconduct on his part. The Plaintiff also alleged breach of fiduciary duty against Hewitt in his capacity as a director of LT Inc. The Complaint sought to enjoin Hewitt from managing LT's business operations and seeks compensatory damages and attorney's fees. On December 27, 2017, this action was consolidated with another action into *In Re: Liberty Tax, Inc. Stockholder Litigation* (*see below*).

On December 27, 2017, the two above referenced shareholder matters were consolidated with the caption *In Re: Liberty Tax, Inc. Stockholder Litigation*, (Case No. 2017-0883). The Complaint asserted claims for breach of fiduciary duty and breach of fiduciary duty by violation of the nominating committee charter. A mediation took place on November 12, 2018 but did not result in a resolution. On March 15, 2019, the parties entered into a stipulation of settlement of which the material terms of the settlement are as follows: (i) Liberty Tax agreed to implement an anti-harassment policy; (ii) Liberty Tax will conduct yearly code of conduct training; (iii) Liberty Tax will terminate for cause any employee who violates the anti-harassment policy that has been substantiated as such; (iv) Liberty Tax will revise its audit committee charter to reflect that SEC filings must be pre-approved by the Audit Committee; (v) Liberty Tax will take reasonable steps to be listed on NASDAQ or NYSE; (vi) Hewitt agrees not to solicit company employees; and (vii) No party admits any liability. On June 28, 2019, the Court of Chancery approved a Derivative and Class Action Settlement. All issues have been resolved and the Delaware derivative actions were dismissed with prejudice in 2019 without any finding of liability on the part of the Defendants.

*RSL Senior Partners, LLC, derivatively and on behalf of Liberty Tax, Inc. v Brunot et al.*, (Case No. 2:18-cv-00127-HCM-DEM), filed on March 7, 2018, in the United States District Court for the Eastern District of Virginia. This purported shareholder derivative action was filed on behalf of LT Inc. seeking to address the alleged wrongs of LT Inc.'s directors and officers. The Complaint claimed that certain conduct created an inappropriate tone at the top, resulting in the loss of key executives, employees, directors and otherwise harmed LT Inc. The Complaint asserted claims under Section 14(a) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Section 10(b) and Rule 10b-5 and Section 20(a) of the Exchange Act, breach of fiduciary duty, unjust enrichment, abuse of control, gross mismanagement, and waste of corporate assets. The Complaint sought the following relief: (a) declaring that the Plaintiff may maintain this action on behalf of LT Inc., and that the Plaintiff is an adequate representative of LT Inc.; (b) declaring that the Individual Defendants have breached and/or aided and abetted the breach of their fiduciary duties to LT Inc.; (c) determining and awarding to LT Inc. the damages sustained by it as a result of the violations set forth above from each of the Individual Defendants, jointly and severally, together with pre-judgment and post-judgment interest thereon; (d) directing LT Inc. and the Individual Defendants to take all necessary actions to reform and improve its corporate

governance and internal procedures to comply with applicable laws and to protect LT Inc. and its shareholders from a repeat of the damaging events (e) awarding LT Inc. restitution from Individual Defendants; and (f) awarding the Plaintiff the costs and disbursements of the action, including reasonable attorneys' and experts' fees, costs, and expenses. The parties to this action have agreed that all claims have been settled and agreed to dismiss the action within five business days of the *In Re: Liberty Tax, Inc. Stockholder Litigation* action in Delaware Chancery Court becoming final. On September 11, 2019, the Court conducted a hearing for approval of the settlement and for attorney's fees. On September 12, 2019, the Court found the shareholder notice to be adequate and in compliance with the requirements of rule 23.1(c). The Court approved the settlement ordered in the *In Re: Liberty Tax, Inc. Stockholder Litigation* which incorporated the Plaintiff's claims in this action and approved the \$295,000 in attorneys' fees, including the case contribution award of \$2,000 to Plaintiff. This matter was dismissed with prejudice.

*Bablu Shahabuddin v. JTH Tax, Inc., Siempre Tax, and John Hewitt*, (Case No. 2:18-cv-00016-MDS-DEM) filed on January 11, 2018 in the United States District Court for the Eastern District of Virginia. The plaintiff filed suit which, as amended, claimed that JTH Tax and Siempre Tax failed to pay to him certain monies owed under various Purchase and Sale Agreements, that a constructive trust should be imposed on certain monies received by Liberty Tax and Siempre for the subsequent sale of those territories, that the defendants committed fraud in the inducement, and that Hewitt orally guaranteed the Purchase and Sale obligations. Shahabuddin sued for \$600,000 in compensatory damages, \$350,000 in punitive damages, plus pre-judgment and post-judgment interest. The parties reached a settlement of all claims whereby JTH Tax paid \$775,000 and a portion of certain upcoming Net Revenue at offices previously owned by the plaintiff to him. The case was dismissed on November 14, 2018.

### **Governmental Actions Against John T. Hewitt:**

In the Matter of a Consent Order between The Commissioner of Financial Protection and Innovation and John T. Hewitt, before the Commissioner of Financial Protection and Innovation for the State of California. The Commissioner is the head of the Department of Financial Protection and Innovation (Department) and is responsible for administering and enforcing the Franchise Investment Law (FIL) (Corp. Code, § 31000 et seq.), The Commissioner has determined pursuant to her authority under the FIL that John T. Hewitt is "subject to" the Final entered in the matter of United States of America v. Franchise Group Intermediate L 1, LLC d/b/a Liberty Tax Service (Case No. 2:19-cv-00653-RAJ-DEM) filed on or around December 3, 2019 in the United States District Court for the Eastern 25 District of Virginia (the Final Order). John T. Hewitt agreed that he is required to disclose the Final Order in Item 3 of any Franchise Disclosure Document filed by any present or future Franchisor where John T. Hewitt is a director, trustee, general partner, principal officer, or maintains management responsibility relating to the sale or operation of the respective Franchisor, along with disclosure of this governmental action.

**Governmental Actions against Unrelated Entities:**

United States of America v. Franchise Group Intermediate L 1, LLC d/b/a Liberty Tax Service, (Case No. 2:19-cv-00653-RAJ-DEM) filed on or around December 3, 2019 in the United States District Court for the Eastern District of Virginia. The Department of Justice (DOJ) filed a complaint asserting that Liberty Tax failed to maintain adequate controls over the tax returns prepared by its franchisees and failed to take steps to prevent the filing of potentially false or fraudulent returns prepared by its franchises despite notice of fraud at some of its franchisee stores. The primary focus of the DOJ's investigation that preceded the complaint related to the alleged operational wrongdoing of 12 franchisees. Also on December 3, 2019, the DOJ and Liberty Tax filed a joint motion asking the court to approve a proposed settlement order setting forth certain enhancements to the Liberty Tax service compliance program and requiring Liberty Tax to retain an independent monitor to oversee the implementation of the required enhancements to the compliance program; and work with Liberty Tax to make further enhancements to improve the compliance program. As part of the proposed order, Liberty Tax agreed not to rehire John T. Hewitt, under whose supervision the alleged conduct at issue occurred. Liberty Tax further agreed not to grant John T. Hewitt any options or other rights to acquire equity in Liberty Tax or to nominate him to the company's board of directors. On December 20, 2019, the court granted the joint motion and the motion to seal, which fully resolved the legal proceedings initiated by the DOJ. Although he is referenced in the court's order, John T. Hewitt was not a named party to this case.

Other than these actions, no litigation is required to be disclosed in this Item.

**ITEM 4. BANKRUPTCY**

No bankruptcy is required to be disclosed in this item.

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**ITEM 5. INITIAL FEES**

We will charge you an initial fee of \$45,000 (the “Initial Franchise Fee”) when you sign the Franchise Agreement. You may operate one or more Zoomin Groomin mobile pet grooming vans (each a “Vehicle” or “Outlet”) within your Territory.

You must submit the Initial Franchise Fee to us before attending Initial Training, usually when the Franchise Agreement is signed. We will refund the Initial Franchise Fee paid by you if we do not approve your application or if you do not pass our Initial Training in accordance with our then-current passing standards for training provided that you return to us all materials which we distributed to you during training.

We do not finance the Initial Franchise Fee.

We offer a 10% discount to all qualified veterans and first responders who purchase a Territory. We offer a \$5,000 discount for existing franchisees who purchase a second or subsequent Territory. We may offer limited incentive programs as part of our franchise development efforts. We reserve the right to offer, modify, or withdraw any such incentive program without notice to you.

Except as described in this Item 5, the Initial Fees are uniformly imposed and non-refundable.

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## ITEM 6. OTHER FEES

	Amount	Due Date	Remarks
Royalty Fee (Notes 1)	The Royalty Fee rate is 8% on Gross Revenue subject to a minimum Royalty Fee of \$125 per week (the "Minimum Weekly Royalty Fee").	Payable Weekly by electronic funds transfer ("EFT") from your Bank Account.	Revenues from the Franchised Business.
Regional Marketing Fund Contribution	The Regional Marketing Fund Contribution is 2% of previous week's Gross Revenue.	Payable weekly	Local, regional, or national advertising and support to promote the brand.
Technology Fee (Note 2)	Our then current fee up to \$30 per week (presently, \$15 per week)	Weekly in the same manner as the Royalty Fee	Payable to us
CRM Fee (Note 3)	The then-current fee charged by third party vendor (presently, \$69.00 per month)	Payable monthly	Payable to third parties, but we reserve the right to pay this fee directly and collect the same from you
Insurance (Note 4)	Varies by state	As incurred	Payable to third parties.
Additional Assistance (Note 5)	\$0	As incurred	A fee is only charged if you request non-standard assistance.
Late Fees	Lesser of 1% per month or the highest rate allowable by law of the state where you are located.	As incurred	Apply to amounts owed to us that are five (5) days past due.
Credit Card Processing Fee	The then-current charge imposed by third-party credit card processor.	As incurred	Payable if you elect to pay any sums to us by credit card.
Transfer Fee (Note 6)	\$5,000	Prior to acceptance of transferee	Payable at closing and subject to state law
Indemnification	Will vary under circumstances	As incurred	Payable if we incur on your behalf.

Attorney Fees and Costs	Will vary under circumstances	As incurred	Each party will bear their own cost.
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\*All of the listed fees are uniformly imposed payable to us, unless otherwise noted and are non-refundable. You must participate in our electronic funds transfer program, which authorizes us to utilize a pre-authorized bank draft system. Fees payable to approved suppliers are subject to change during the term of the Franchise Agreement. These changes are not within our control. Fees paid to a third party may be refundable, depending upon the arrangement and contracts, if any, made between such third party and the franchisee.

## NOTES:

**Note 1: Royalty Fee.** Your obligation to pay the Royalty Fee will commence immediately upon execution of a Franchise Agreement. This fee is subject to the Minimum Weekly Royalty Fee beginning the thirteenth week immediately following the earlier of (a) the day you complete Initial Training or (b) the day you begin operations, whichever occurs first.

The Royalty Fee is calculated based upon Gross Revenues. “Gross Revenues” means the total of all receipts whether cash, credit, checks, bitcoin, or other means of exchange net of any tax, adjustments, credits and allowances actually made in accordance with the Operations Manual. Even though we reserve the right to access your computer system to download sales information, you must provide us with the required Gross Revenue report by 5:00 p.m. every Tuesday for the prior week’s activity. The end of each week for Royalty collection purposes is Saturday at midnight.

The Royalty Fees are paid by Electronic Funds Transfer. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We require you to execute an Automatic Bank Draft Authorization and pay most fees to us via ACH electronic funds transfer. See Schedule 2 to the Franchise Agreement.

**Note 2: Technology Fee.** Pricing for the Technology Fee is set by us and is not calculated based on the precise price of any specific service; however, it is intended to reimburse us for expenses we reasonably incur in providing each franchisee with an e-mail address and phone number for their Franchised Business, and our expenses incurred in creating and maintaining certain web-based systems that serve as a resource for our franchises. We will use commercially reasonable judgment in setting this price. We reserve the right to increase this fee as reasonably required by us as technology advances and the cost of providing this technology increases up to a maximum Technology Fee of \$30 per week. This Technology Fee is in addition to our CRM Fee.

**Note 3: CRM Fee.** You are required to utilize a customer relationship management (“CRM”) system with scheduling functionality in the operation of your Franchised Business. Scheduling appointments is an essential part of your business. You will utilize an approved CRM vendor and if you do not pay their fee when due, we have the right to pay the fee on your behalf and collect the same from you. We also reserve the right to enter into an agreement directly with the current CRM vendor, or any other CRM vendor offering a substantially similar product, whereby we pay a negotiated fee directly to them and collect the same from you.

**Note 4: Insurance.** You will be required to carry policies covering commercial general liability, auto, and workers compensation. These insurance costs vary by state and can change over time based on your risk management skill.

**Note 5: Additional Assistance.** Additional assistance may be obtained from us via phone, video conference, and webinar. There is no charge for remote assistance. However, if additional assistance is requested onsite, then you will pay per diem travel cost to include any necessary transportation, lodging, and meals.

**Note 6: Transfer.** In the event of a transfer and for the protection of both buyer and seller, Zoomin Groomin USA LLC will serve as the settlement agent on transfers of ownership. However, no Transfer Fee is required if you transfer your Outlet to an entity in which you are the majority owner, or if you transfer the Outlet to your child, parent, sibling, or spouse. In addition, prior to transfer, all outstanding amounts due to ZOOMIN GROOMIN® must be paid.

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**ITEM 7. ESTIMATED INITIAL INVESTMENT**

<b>YOUR ESTIMATED INITIAL INVESTMENT</b>					
<b>Type of Expenditure</b>	<b>Estimated Amount (Low)</b>	<b>Estimated Amount (High)</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be Made</b>
Franchise Fee	\$45,000	\$45,000	Check or Wire Transfer	At Signing of Franchise Agreement	Us
Initial Advertising (Note 1)	\$500	\$5,000	As Incurred	Upon Opening Operations	Suppliers
Cost of Travel, Food and Lodging for Training (Note 2)	\$200	\$2,000	As Incurred	During Training	Airlines, Lodging & Ground Transportation
Vehicle Purchase or Lease (Note 3)	\$5,500	\$56,740	As Arranged	Before Beginning Operations	Suppliers
Vehicle Upfitting and Transport (Note 4)	\$36,000	\$58,500	As Arranged	Before Beginning Operations	Suppliers
Tools, Inventory & Supplies (Note 5)	\$200	\$1,000	As Arranged	Before Beginning Operations	Suppliers
Computer Equipment Services & Software (Note 6)	\$500	\$1,500	As Arranged	Before Beginning Operations	Suppliers
Licenses & Permits (Note 7)	\$400	\$2,500	As Arranged	Before Beginning Operations	Licensing Authorities
Insurance (Note 8)	\$2,000	\$3,000	As Arranged	Before Beginning Operations	Insurance Company
Professional Fees-Legal & Accounting (Note 9)	\$500	\$1,000	As Arranged	Before Beginning Operations	Attorney, Accountant
Mobile Telecommunications Services (Note 10)	\$100	\$400	As Arranged	As Arranged	Suppliers
Facility (Note 11)	\$0	\$1,500	As Arranged	As Necessary	Utilities, Lessor
Additional Funds-3 Months (Note 12)	\$5,000	\$10,000	As Arranged	As Necessary	Us, Employees, Utilities, Lessor & Suppliers
<b>TOTAL</b>	<b>\$95,900</b>	<b>\$188,140</b>			

\*All fees paid to franchisor are non-refundable, except as outlined in Items 5 and 6 of this Disclosure Document. Fees paid to a third party may be refundable, depending upon the arrangement and contracts, if any, made between such third party and the franchisee.

**Notes:**

**Note 1: Initial Advertising.** This amount includes a suggested budget for local advertising and promotion of your Franchised Business for the first three months of operation.

**Note 2: Cost of Travel, Food and Lodging for Training.** You must pay for the travel, lodging, meals, and wages of attendees at Initial Training if not offered via videoconference. Your costs will vary.

**Note 3: Vehicle.** Your Franchised Business will be operated out of a Vehicle. You must purchase or lease at least one (1) Vehicle that meets our specifications and is suitable for operation of a Zoomin Groomin mobile pet grooming business. Typically, our franchisees purchase a Ram ProMaster 3500 with a high roof and extended wheelbase or a Ford Transit Cargo Van with a high roof and extended wheelbase. We estimate the down payment will be at least 10% but will vary based on your credit worthiness. We estimate the high-end based on the MSRP for a new Vehicle with the features we require. We may also permit you to purchase a used low-mileage vehicle in good condition, which approval will not be unreasonably withheld. The price you pay may depend on market conditions. Taxes and delivery fees are not included with this total and will vary depending on your location. We make no guarantee regarding the availability of a suitable vehicle, financing, nor do we finance any portion of the vehicle expense.

**Note 4: Vehicle Upfitting and Transport.** Each Vehicle must be upfitted to our specifications before you can begin operation of a Zoomin Groomin mobile pet grooming business. Upfitting includes an extensive interior modification to equip the Vehicle with certain pet grooming equipment and a Zoomin Groomin vinyl wrap. You must use a professional vendor approved by us for the upfitting. As of the Issuance Date, we have approved several vendors offering various interior upfitting layouts. Your price will vary based on layout, options, and vendor choice. You will also need to arrange transport between dealers, vendors, and yourself. An estimate for transportation fees are included in this total, but the actual amount paid by you will vary depending on your location and may be higher in certain regions. We make no guarantee regarding the availability of financing, nor do we finance any portion of the vehicle upfitting expense.

**Note 5: Tools, Inventory, and Supplies.** You must purchase an initial inventory of pet grooming supplies, basic office supplies, and other operating supplies that meet our standards.

**Note 6: Computer Equipment Services and Software.** You must comply with our computer hardware, software, and network services specifications which we set forth in detail in our Manual.

**Note 7: Licenses and Permits.** States and localities will set permits and license requirements, if any. You must comply with any such requirements that are established for your Territory.

**Note 8: Insurance.** You will be required to carry policies covering commercial general liability, auto, and workers compensation. These insurance costs vary by state and can change over time based on your risk management skill.

**Note 9: Professional Fees.** You may incur professional fees like legal and accounting expenses to assist with this franchise purchase, your entity set up, licensing, and other legal and accounting issues.

**Note 10: Mobile Telecommunications Service.** This estimate includes the security deposits and service fees for your mobile telecommunications and mobile internet system. If you have an existing mobile line with cellular or other mobile internet service that you will use for your Franchised Business you will not incur these costs.

**Note 11: Facility.** You can operate the Franchised Business out of your home. However, if you need additional space for parking the vehicle or storage of supplies, then you may need to obtain lease space; typically, 100 square feet. Likewise, you will need a suitable location to dispose of greywater and may incur costs for such disposal.

**Note 12: Additional Funds - 3 Months.** The estimate of additional funds for the initial phase of your Franchised Business is based on your staff wages, salaries and benefits, and operating expenses for the first three months of operation. The estimate of additional funds does not include an owner's salary or draw and it is expected that you will manage and promote the Franchised Business. Pet groomers (your "staff") are typically paid a percentage of each groom (a "commission") plus tips, and we do not recommend that you hire any staff while your Vehicle is not in operation. Your costs will depend on factors such as how closely you follow our recommended systems, as well as on your technical, marketing and general business skills, local economic conditions, the local market for your business, competition, local cost factors, location and the sales levels achieved by you. We base this estimate upon the years of experience our management team has in the industry.

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**ITEM 8. RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS****The Goods or Services Required to be Purchased or Leased****Advertising and Marketing.**

You must use advertising material from us, a vendor that we designate, or we must approve the advertising in writing prior to its use.

**Computer Hardware, Software, Point of Sale Credit Card System, Merchant Account, and Customer Relations Management (“CRM”) Portal.**

We require you to use such computer hardware, software, Point of Sale Credit Card systems, Merchant Account, and CRM as we specify in the Manual which may include vendor designations.

**Vehicle.**

You must purchase a mobile pet grooming vehicle (the “Vehicle”) to our specifications and from an approved vendor. There are no approved suppliers in which any of our officers owns an interest.

**Insurance.**

You must obtain and maintain, at your own expense, such insurance coverage as we require in the Operations Manual and as required by your state laws.

Our current insurance specifications are as follows:

1. workers’ compensation insurance and employer liability coverage with a minimum limit of \$100,000 or higher if your state law requires;
2. comprehensive general liability insurance which includes contractual indemnity with a minimum liability coverage of \$1,000,000 per occurrence, or higher if your state law requires;
3. commercial automobile liability insurance of at least \$1,000,000 or higher if your state law requires.

Additionally, we recommend that you purchase business interruption insurance. You may obtain insurance to cover any risk associated with your activity. All insurance policies must name us as an “additional insured” party.

**Supplies/Inventory.**

You must purchase such supplies and inventory as we may designate in the Manual, subject to any specifications we may issue, which may include a vendor designation.

**Whether We or Our Affiliates are Approved Suppliers.**

We are an approved supplier of Advertising and Marketing material. Our affiliates are not approved suppliers of any required purchases of products or services.

**Alternative Suppliers**

If you wish to propose another supplier, you must do so in writing. We will review the supplier to determine whether to consider adding the supplier to our list of approved vendors. We reserve the right to approve or revoke approval of any supplier. We will notify you within 30 days if we approve or disapprove of an alternative supplier. If we have not responded within 30 days, then the request is deemed approved if the alternative supplier meets the requirements as specified in the Manual. If we revoke approval for a supplier, we will provide written notice to you.

**Supplier Payments to Us**

We do not have any purchasing or distribution cooperatives as of the Issuance Date of this Disclosure Document.

**Purchasing or Distribution Cooperatives**

There currently are no purchasing or distribution cooperatives.

**Purchase Arrangements**

We currently have a negotiated purchase arrangement with an approved CRM supplier, which includes discounted pricing terms for the benefit of our franchisees. We have also negotiated a purchase agreement with certain vehicle upfitters, which includes discounted pricing terms for the benefit of our franchisees. Further, we reserve the right in the future to negotiate other purchase arrangements with suppliers, including preferred pricing arrangements, for the benefit of our franchisees.

**Material Benefits**

We do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers.

**Officer Interests in Suppliers**

Sandra Stow, Donna Sheehy and John T. Hewitt own an interest in us. Neither the franchisor nor its officers own any interest in any other supplier.

**Revenue from Required Purchases**

We do not currently, but reserve the right in the future to, derive revenue or other material consideration from required purchases or leases by you. In our last fiscal year ended December 31, 2023, neither we nor our area representatives or affiliates earned revenue or other material consideration from required purchases or leases by franchisees.

**Issuance and Modification of Specifications**

We issue and modify specifications and standards to franchisees or approved suppliers through our Operations Manual or through informational bulletins we issue from time to time.

**Required Purchases as a Proportion of Costs**

We estimate that required purchases described above will be approximately 60-80% of all purchases and leases by you of goods and services to establish a franchise and approximately 10-20% of your operating costs.

### ITEM 9. FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the franchise and other agreements. Review below for section and Item Numbers.**

Franchisee's Obligations	Section In Franchise Agreement	Item Disclosure document in
a. Site selection and acquisition/lease	None	11
b. Pre-opening purchases/leases	4.4	7, 8
c. Site development and other pre-opening requirements	4.3.C	11
d. Initial and ongoing training	4.2.A, 4.2.B	11
e. Opening	4.3.C	11
f. Fees	2	5, 6, 7, 8, 11
g. Compliance with standards and policies/Manual	4.3.A	8, 11
h. Trademarks and proprietary information	5	13, 14
i. Restrictions on products/services offered	4.1(C)	8, 16
j. Warranty and customer service requirements	4.1.B	6
k. Territorial development and sales quotas	1.6, Schedule 2	12
l. Ongoing product/service purchases	3.5, 4.4	8
m. Maintenance, appearance & remodeling requirements	4.3.C	Not Applicable
n. Insurance	4.7	8
o. Advertising	1.8	8, 11
p. Indemnification	4.6	6
q. Owner's participation/management/staffing	4.1.A	15
r. Records and reports	4.5	11
s. Inspections and Audits	4.5	11
t. Transfer	7	17
u. Renewal	1.2.B	17
v. Post-termination obligations	8.5	15, 16, 17
w. Non-competition covenants	8.6	15, 16, 17
x. Dispute resolution	9	17

## ITEM 10. FINANCING

We do not offer, either directly or indirectly, any financing arrangements to you. We do not guarantee your notes, leases or other obligations.

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

**Except as listed below, Zoomin Groomin® is not required to provide you with any assistance.**

### 1. Pre-Opening Obligations

**Initial Training.** We provide an Initial Training program in Virginia Beach or another designated training location, or online such as Zoom at our choosing. The topics covered in Initial Training are described in the chart below in this Item 11. (Franchise Agreement, Section 3.3.A).

**Assistance to Hire and Train Employees.** We provide guidance on how to hire and train employees. (Franchise Agreement, Section 3.4).

**Assistance to Obtain Vehicle, Equipment, Signs, Opening Inventory, and Supplies.** We provide guidance to obtain and upfit your Vehicle, and obtain equipment, signs, fixtures, opening inventory, and supplies. We provide the names of approved vendors or specifications for these items. We do not deliver or install these items. (Franchise Agreement Section 3.5).

**Operations Manual.** We provide access to our Operations Manual ("Manual") to offer guidance in the operation of your Franchised Business. (Franchise Agreement, Section 4.3 & 3.1).

**Site Selection.** We do not require that you have an office. We do not provide site selection assistance. However, if you establish an office, then you are required to obtain our written approval before you sign a lease for that location. We will typically approve or disapprove a proposed site within 14 days of your submission to us of the information required by us on the proposed site. Any proposed site within your Territory will be deemed approved if we do not approve or disapprove within 30 days.

**Length of Time Before Opening:** The typical length of time between the signing of the Franchise Agreement and the opening of your franchise business is 3-4 months. You will begin operations and be open for business within thirty (30) days from receipt of the Vehicle. If you do not begin operations within this timeframe, more time will be given (up to a maximum of twelve (12) months), but you will be responsible for minimum monthly royalty payments as stated in Item 6 of this disclosure document during this extension period.

Factors that can affect the time length in which to be open for business include: the time needed to (1) obtain financing; (2) obtaining the Vehicle; (3) comply with zoning; (4) obtain licenses and permits; (5) hire and train staff; (6) weather conditions; and (7) acquire and install inventory and equipment.

## **2. During the Operation of the Franchise:**

### **Operational Support.**

We offer assistance with operating problems and issues that you may encounter. (Franchise Agreement, Section 3).

### **Marketing Support.**

We offer marketing assistance and support. (Franchise Agreement, Section 1.9).

### **Computer Hardware and Software.**

We specify computer hardware and software to assist in the operation of your Franchised Business. (Franchise Agreement, Section 4.4). You must always use the CRM scheduling software designated by us, which may change from time to time as new products are offered and technology develops.

### **Additional Training or Seminars.**

We may elect to offer additional training or seminars. (Franchise Agreement, Section 4.2.B, 4.2.C).

### **Establishing Prices.**

We do not establish prices at which the franchisee must sell its products and services. We may but are not obligated to make pricing recommendations based on industry wide standards and the going rates in the particular market as part of the initial and ongoing training. We may also include such pricing recommendations in the Operations Manual. This information is solely for training and educational purposes. Each franchisee is solely responsible for establishing their own prices.

## **3. Advertising Program and Fund:**

### **Initial Advertising.**

We recommend, but do not require, that you spend between \$500 and \$5,000 for your Initial Advertising which includes local advertising and promotion of your Franchised Business for the first three months of operation.

### **Local Advertising.**

We recommend you spend a minimum of \$1,200 per year on local advertising.

### **Advertising Fund.**

You agree to contribute 2% of your Gross Revenues into our Advertising Fund. (Franchise Agreement, Section 1.8.C). Franchisor owned outlets will be required to contribute to the Advertising Fund. We administer the Advertising Fund. The Fund is not audited. Unaudited financial statements of the Advertising Fund will be made available to you upon written request.

If not all Advertising Fees are spent in the fiscal year in which they accrue, we will carry over those fees and apply them to the next fiscal year. In our last fiscal year ending December 31, 2023,

the Advertising Fund spent 100% of its funds on social media, text messages, other media placement, and marketing overhead.

We will not use Advertising Fees to solicit new franchise sales.

Advertising Council.

We intend to establish a Franchisee Advisory Council (“FAC”) composed of franchisees that advises us on operational and advertising policy. We select the members. The FAC serves in an advisory capacity only. We have the power to form, change, or dissolve the advertising council.

Advertising Cooperative.

You are not required to participate in a local or regional advertising cooperative.

### **Our Obligation to Conduct Advertising.**

We use monies in the Advertising Fund to advise you in the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may use local, regional, or national advertising. We may produce advertising material in-house or through outside agencies. We are not required to spend any amount on advertising in the area or Territory where you will be located. (Franchise Agreement, Section 1.8.D).

### **Corporate Website.**

We will develop and maintain a comprehensive website that contains your location’s contact information. (Franchise Agreement, Section 1.9.A).

### **Digital Marketing.**

We may create, operate and promote websites, social media accounts (including, but not limited to, Facebook, Twitter, and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, Franchised Business, Marks and franchise opportunities. We have the sole right to control all aspects of any digital marketing including all digital marketing related to your Franchised Business. (Franchise Agreement, Section 1.9.B).

### **Digital Campaigns.**

We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor. (Franchise Agreement, Section 1.9.C).

### **Print Material.**

We supply you with templates of fliers, coupons, and other print material. (Franchise Agreement, Section 1.9.D)

#### **4. Use of Your Own Advertising Material.**

You may use your own advertising materials provided that you submit them to us and we approve them, in writing, and they adhere to federal, state and local law. If our written approval is not received within 14 days from the date we received the material, the material is deemed disapproved. (Franchise Agreement, Section 1.9.E).

#### **Private Websites.**

You are not allowed to have an independent website or obtain or use any domain name (Internet address) for your Franchised Business without first obtaining our written approval. (Franchise Agreement, Section 1.9.G).

#### **Computer System:**

You must comply with our computer hardware, software, and POS specifications as provided in our Manual. Our current specifications are:

##### Hardware:

- 1 desktop computer and monitor
- At least 1 printer/scanner
- iPad or tablet with cellular capability

These items can be purchased for under \$1,500.

Neither we nor our affiliates or any third party have any obligation to provide ongoing maintenance, repairs, upgrades or updates. You must maintain your computer systems in good working order and must replace, update or upgrade your hardware systems as we require. There are no contractual limitations regarding the frequency or costs of required upgrades or updates relating to the computer system. The estimated annual cost of optional or required maintenance, updating, upgrading or support contracts to your computer systems is approximately \$300.00.

#### **Independent Access to Information.**

We have and you are required to provide independent access to the information that will be generated or stored in your computer systems which includes, but is not limited to, customer, transaction and operational information. You must at all times give us unrestricted and independent electronic access to your computer systems and information as well as your security camera systems. We have the right to review your business operations in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. If, as part of a review of your business, we request a copy of any business records, you must send us at your expense these records within five business days of receiving our request

#### **Operations Manual.**

Our Operations Manual (“Manual”) will be provided in digital format through a web-based portal. The Manual along with all other information posted on our web-based portal is confidential and remains our property. As of December 31, 2023, the Manual contained a total of approximately

532 items (the “Page Count”) which includes: webpages, PDF files, template files, images, video recordings, and audio recordings.

Exhibit D contains a Table of Contents and screenshot of our web-based portal.

## 5. Initial Training Program:

We provide an Initial Training Program within 60 days of signing a Franchise Agreement as follows:

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of on-the-job Training</b>	<b>Location</b>
Franchise Overview	1	0	Virginia Beach
Guiding Principles	1	0	Virginia Beach
Confidential Information	1	0	Virginia Beach
Image	1	0	Virginia Beach
Client Service/Courtesy	1	0	Virginia Beach
Corporate Mission	1	0	Virginia Beach
Guiding Principles	1	0	Virginia Beach
Providing World-Class Service	1	0	Virginia Beach
Marketing Plan Implementation	1	0	Virginia Beach
Operation Software and Customer Relations Management Software Training	1	0	Virginia Beach
Operation Manual	2	0	Virginia Beach
<b>Total</b>	<b>12</b>	<b>0</b>	

Note 1- We hold Initial Training in Virginia Beach, another designated training center, or online, at our choosing.

**Instructors:** Sandra Stow and Donna Sheehey are in charge of the Initial Training Program. Sandra Stow has 3 years’ experience in this franchise. Donna Sheehey is the founder of our predecessor with over 18 years’ experience in mobile pet grooming and 3 years’ experience in this franchise. Guest instructors may also present with at least 1 year experience in this franchise. As of the Issuance Date, our guest instructors are Katie Ruediger, an area representative and unit franchisee with 2 years’ experience in this franchise, and Kimmie Calderon, an area representative and unit franchisee with 1 years experience in this franchise

**Curricula:** The instructional material includes the Manual, lectures, demonstrations, discussions, practice and forms.

**Tuition:** We do not charge for you to attend Initial Training, but you are responsible for travel, lodging, transportation, meal costs, and your employees’ wages to attend Initial Training.

**Successful Completion of Training:** We require that you or, in the case of an entity, your principals, attend Initial Training. You may enroll your management personnel upon our approval. Your successful completion of Initial Training to our satisfaction is required to operate a franchise. We advise you during or immediately after Initial Training if you have successfully completed the course. You will typically complete this Initial Training within 60 days of signing a Franchise Agreement and you must complete Initial Training before opening the business.

**Additional Training or Seminars.** We may elect to offer and require you to attend, either live or electronically, additional training and seminars that we may offer. You must pay any travel and living expenses that you or we incur to attend training.

## ITEM 12. TERRITORY

The Territory will be for a specific geographic region that we define by zip codes, natural, or political boundaries as set forth on Schedule 1 to the Franchise Agreement. A territory will have a minimum population of approximately 125,000 residents, as determined by the U.S. Census Bureau or mapping software that we feel is reliable. You must operate at least one (1) Vehicle in your Territory, but you may operate more if desire to do so.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You will receive an exclusive territory, meaning a geographic area within which we promise not to establish either company-owned or franchised outlets selling the same or similar goods or services under the same or similar trademarks or service Marks. You may only operate your Outlet (the Vehicle) within this Territory. We may approve relocation of your Franchised Business if we feel that conditions have changed such that a relocation represents a sound business decision.

You and other franchisees may not accept orders from consumers outside of your Territory, nor may you use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your Territory, without our prior written permission. We may grant or deny permission in our sole judgment. In no event will you be permitted to offer Services to any Client within a developed territory owned by another unit franchisee. Should we grant permission for you to operate in an undeveloped neighboring territory, our permission will be freely revocable by us for any reason or no reason at all. Further, you will be required to immediately stop providing Services to any Client located outside of your Territory upon verbal or written notice from us that a new franchisee has purchased such territory, and you will provide a list of all customers previously served by you in such territory to the new franchisee.

Should you provide (i) Services or otherwise operate your Franchised Business in another franchisees territory or (ii) fail to stop providing Services or otherwise operate the Franchised Business within fifteen (15) days after being advised that our permission to provide Services or otherwise operate the Franchised Business outside the Territory is revoked because a new franchisee purchased certain rights then you will pay to the franchisee in whose territory such Services were provided an amount equal to 100 percent of the price of such Services, excluding

wages, taxes, and other fees. Furthermore, you must notify such franchisee who has rights in such territory and provided payment to them within ten (10) days of receipt of payment by you.

Continuation of your territorial rights does not depend on achieving a certain sales volume, market penetration, or other contingency, and we may not alter your franchise Territory, even if there is a population increase in your Territory. However, your right to operate a Franchised Business in the Territory are subject to certain rights reserved by us. We, our parent, and our affiliates reserve all rights not expressly granted in the Franchise Agreement. For example, we, our parent, and our affiliates have the right to:

- (a) use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept customers within your Territory using our principal trademarks (or another trademark) without any compensation to you, however, we will direct inquiries for mobile pet grooming services from within your Territory to your Franchised Business;
- (b) to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one Territory, yet work in another, and other cross-territorial situations;
- (c) to establish and operate, and grant rights to others to establish and operate a Franchised Business or similar businesses at any locations outside of the Territory and on any terms and conditions we deem appropriate;
- (d) to own, develop, acquire, be acquired by, merge with, or otherwise engage in any transaction with another businesses (competitive or not), which may offer products and services like your Franchised Business and may have one or more competing outlets within your Territory, however, we will not convert any acquired business in your Territory to a franchise using our primary trademarks during the Term of your Franchise Agreement;
- (e) to operate or franchise a business under a different trademark which such business sells or will sell goods or services like those you will offer, anywhere;
- (f) to negotiate purchase agreements with vendors and suppliers which we reasonably believe are for the benefit of our franchisees; and,
- (g) to engage in any other business activities not expressly prohibited by the Franchise Agreement, anywhere.

Furthermore, we and our parent plan to establish (or acquire) and operate or franchise a business under a different trademark which will sell goods or services similar to those you will offer. Under our plan, franchisees will offer pet grooming services through brick-and-mortar locations under a different trademark. We plan to begin executing this plan in 2024; however, as of the Issuance Date we have not identified a trademark, established offices, or developed a training program. We plan to establish separate offices and training facilities at the appropriate time. We plan to avoid

and resolve conflicts between us and our franchisees and between the franchisees of each system regarding territory, customers, and franchisor support, by establishing limited contractual rights, extending the new opportunity to existing franchisees, and by developing internal systems, processes, and incentives for client referrals. As the new franchise system develops, the new franchisor or its franchisees who use the different trademark will solicit or accept orders within the franchisee's territory.

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### ITEM 13. TRADEMARKS

The Franchise Agreement licenses to you the right to use the following principal trademarks (“Marks”) registered with the U.S. Patent and Trademark Office (“USPTO”):

Description of Mark	Registration Number	Principal or Supplemental Register of the USPTO	Registration Date
Zoomin Groomin®  (Word Mark)	3,163,391	Principal	October 24, 2006
 (Design Mark, color is not claimed as a feature of the mark)	Pending   Serial Number: 97,888,809		Pending   Published for Opposition February 27, 2024 (unopposed)

You must use the Marks in strict compliance with the rules we prescribe and only in connection with the conduct of the Franchised Business. We prohibit you from using the Marks in connection with the sale of any unauthorized service, or in any manner not expressly authorized in writing by us.

We do not have federal registration of our principal trademark (the “Design Mark” identified above). Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We purchased the right to use the Zoomin Groomin name and Word Mark from the predecessor, ZG Enterprises LLC on or about December 31, 2020. The owner and registrant executed a Trademark Assignment which was accepted by the United States Patent and Trademark office for registration and use by Zoomin Groomin USA LLC.

All required affidavits and renewals have been filed. The first renewal occurred on December 27, 2016. There are currently no effective determinations of the USPTO, the Trademark Trial and

Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by the franchisor. There are no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

There are no currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us. We are not required to take affirmative action when notified of these uses or claims. We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

If any third party establishes, to our satisfaction and in our sole discretion, that its rights to the Marks are, for any legal reason, superior to any of our rights, then we will modify and/or replace the Marks and you must use the variances or other service marks, trademarks or trade names required by and as determined by us. If this occurs, you will have no further right to continue using such Marks.

If we otherwise replace, modify, or add additional Marks, you will update or replace your supplies and advertising materials to reflect the new Marks, at your expense, in the time frame we reasonably provide at the time of such an update. Further, you can continue using such prior Marks on your then-existing Vehicle but must use the modified or additional Marks when upfitting any new Vehicle. You will have no further rights in any discontinued marks. These updates will be at your expense.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our Marks anywhere.

You must use the Marks in strict compliance with the rules we prescribe and only in connection with the conduct of the Franchised Business. We prohibit you from using the Marks in connection with the sale of any unauthorized service, or in any manner not expressly authorized in writing by us.

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## ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

At this time, we do not hold any patents. We claim a copyright in our Operations Manual, marketing material such as our website text, and other printed material, although we have not presently filed a registration of those copyrights.

There are no currently effective determinations of the U.S. Copyright Office or any court or any pending litigation or other proceedings regarding any copyrighted materials. No agreement limits our rights to use or allow others to use the copyrighted materials.

We will protect our patent or copyrights as necessary. We will remain in control of any such litigation. We may modify or change the copyrighted materials and compel you to accept and adopt such modifications or changes at your expense. We know of no superior rights or infringing uses that could materially affect your use of the copyrighted materials. We claim proprietary rights in our Manual and business methods. You must use these items per the terms of your Franchise Agreement. We are not required to participate in your defense or indemnify you for damages or expenses in a proceeding involving a copyright or patent. If any third party establishes to our satisfaction, in our discretion, that it possesses copyright or patent rights superior to ours, then you must modify or discontinue your use of these materials in accordance with our written instructions.

You will not directly or indirectly disclose, publish, disseminate or use our “Confidential Information” except as authorized in the Franchise Agreement. You may use our Confidential Information to perform your obligations under the Franchise Agreement, but in doing so you will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information. We may share performance data of your Franchised Business between us, our employees and affiliates, our franchisees and their employees. You agree to keep such performance data confidential.

“Confidential Information” means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise System, all other materials relating to our Franchise System that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

“Customer Data” is considered Confidential Information and includes all information about Customers that may be collected in connection with their use of your services including, but not limited to, name, telephone number, address and email address.

Upon termination of your Franchise Agreement, you must return to us our Operations Manuals and any Confidential Information. You may never - during the initial term, any renewal term, or after the Franchise Agreement expires or is terminated - reveal any of our Confidential Information to any other person or entity or use it for the benefit of any other person or business.

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

You or a fully trained and qualified manager must personally supervise and participate in the day-to-day operation of your Franchised Business unless we permit otherwise in writing. You must devote your time, attention and diligent efforts to performing the obligations under the Franchise Agreement.

While you may designate a Business Manager to fulfill your obligations of day-to-day management, though you are still responsible. You must inform us in writing of the identity of your Business Manager, furnish information to us regarding the candidate's background, experience and credentials, and secure our advance written approval before you engage him or her. We will not unreasonably withhold or deny our approval.

Your Business Manager must have complete decision-making authority with regard to your Franchised Business and must have authority to act on your behalf in all respects under the Franchise Agreement. Your Business Manager must successfully complete the Initial Training program, and complete ongoing advance training requirements. Your Business Manager is not required to have an equity interest in the Franchised Business.

All owners of the Franchised Business must guarantee the obligations under the Franchise Agreement. However, your spouse is not required to guarantee the obligations under the Franchise Agreement.

Franchisees and Business Managers are subject to a covenant not to compete along with confidentiality requirements.

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**ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer and sell only the goods and services that we approve, and you must sell all the goods and services that we authorize. We have the right to change the types of authorized goods and services with reasonable notice, but we do not intend to materially change the nature of the authorized goods and services. You are not limited to whom you may sell your products and services, provided you do so exclusively from within your Territory and to/on behalf of customers that are located within your Territory and in compliance with the standards we have determined for the System. We may make recommendations but do not impose minimum or maximum pricing of goods or services, staffing requirements, or minimum or specific hours of operation.

**ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION****THE FRANCHISE RELATIONSHIP**

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

<b>Provision</b>	<b>Section In Franchise Agreement</b>	<b>Summary</b>
a. Length of the franchise term	1.2.A	10 years.
b. Renewal or extension of the term	1.2.B	Can be renewed for successive terms if you are in compliance with your Franchise Agreement (“Agreement”).
c. Requirements for you to renew or extend	1.2.B	Renewing your Franchise Agreement means that you are able to continue your operations as a franchisee for an additional term. You must notify us in writing at least 90 days before the expiration, sign a new Franchise Agreement along with a general release of claims, and pay a renewal fee (if any). Currently, there is no renewal fee. The new Franchise Agreement will not contain materially different terms and conditions than your original contract. These requirements are subject to applicable state law.
d. Termination by franchisee	7.2; 7.7	You may terminate the Agreement if you sell the Franchised Business pursuant to the terms of the Franchise Agreement or do not renew. Further, you may terminate for any reason permitted by law.

Provision	Section In Franchise Agreement	Summary
e. Termination by franchisor without cause	None	Not applicable
f. Termination by franchisor with cause	8.2, 8.3	We can terminate only if you default (subject to applicable state law).
g. "Cause" defined – curable defaults	8.3	Violate the Agreement, Manual, any other agreement with us, or owe monies to us more than 30 days past due, and do not cure such breach within 30 days after notice (subject to applicable state law).
h. "Cause" defined – non-curable defaults	8.2	Do not pass Initial Training, fail to obtain our approval of a site or open on time, become insolvent, commit a material violation of law, abandon the Franchised Business, submit a materially false Franchise Application, conviction of a felony or serious misdemeanor, fail to pay bills in the ordinary course when they are due; fail to permit us to inspect or audit your franchise (subject to applicable state law).
i. Franchisee's obligations on termination/renewal	8.5	Cease operations and stop using our Marks; deliver to us business records; pay debts due to us; cancel or assign telephone numbers to us; assist in lease transfer and our purchase of your assets, at our option; return Manual and Confidential Information to us; cancel fictitious names; adhere to other post term duties; execute any necessary documents (subject to applicable state law).
j. Assignment of contract by franchisor	7.1	We may assign to a successor an interest who remains bound by terms of Agreement.
k. "Transfer" by franchisee - defined	7.2	Includes transfer of Franchise Agreement, any interest of the Franchise Agreement, or substantially all of the assets of the Franchised Business.
l. Franchisor's approval of transfer by franchisee	7.2	We have the right to approve all transfers (subject to applicable state law).
m. Conditions for franchisor's approval of transfer	7.2 & 7.8	You must be: -current in monetary obligations; -in compliance with the Franchises Agreement; -execute any transfer, amendment, or release forms that we may require; -provide to us a copy of the proposed transfer documents; -transferee must meet our criteria;

Provision	Section In Franchise Agreement	Summary
		<p>-transferee must execute our then-current Franchise Agreement;</p> <p>-pay to us the Transfer Fee;</p> <p>-transferee must satisfactorily complete our Initial Training program;</p> <p>-comply with the post-termination provisions;</p> <p>-transferee must obtain necessary licenses and permits;</p> <p>-obtain any lessor approval for transfer;</p> <p>-the transfer must be made in compliance with any laws that apply to the transfer;</p> <p>-the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation;</p> <p>-you must request that we provide the prospective transferee with our current Franchise Disclosure Document.</p> <p>(subject to applicable state law).</p>
n. Franchisor's right of first refusal to acquire franchisee's business	7.6	We have a right of first refusal to match any purchase offer for your franchise, any interest in the franchise, or substantially all the assets of the Franchised Business, subject to state law. You must provide notice of an offer within fourteen (14) days of receipt and we must exercise our right of first refusal within fifteen (15) days of your notice to us.
o. Franchisor's option to purchase franchisee's business	7.6; 8.7	We have a right to purchase your Vehicle, furniture, equipment, signage, fixtures, and supplies post-termination and post-expiration (subject to applicable state law).
p. Death or disability by franchisee	7.7	Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee, transferee must attend and successfully complete training, and sign our current Franchise Agreement (subject to applicable state law).
q. Non-competition covenants during the term of the franchise	8.6	No competition allowed in the United States and its territories (subject to applicable state law).

Provision	Section In Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	8.6	You may not compete in the Territory or within 25 miles of the Territory (or any other outlet of ours) for 2 years (subject to applicable state law). A competitive business is one that offers mobile pet grooming or related pet products and services.
s. Modification of the agreement	10.2	No modifications except to Operations Manual. Revisions to the Manual will not unreasonably affect the franchisee's obligations, including economic requirements, under the Agreement.
t. Integration/merger clause	10.1	Only the terms in the Franchise Agreement are binding (subject to federal or state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in any franchise agreement(s) is intended to disclaim the representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	9	You must first attempt to resolve claims against us through mediation (subject to applicable state law).
v. Choice of forum	9.7	All claims must be brought before a court of general jurisdiction closest to our corporate office (subject to applicable state law).
w. Choice of Law	9.6	Virginia law governs (subject to applicable state law).

#### ITEM 18. PUBLIC FIGURES

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

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## ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

### Basis

Zoomin Groomin® is a mobile pet grooming business and each Zoomin Groomin® Vehicle is an Outlet. There were 70 Zoomin Groomin® Vehicles in operation as of December 31, 2023, all of which franchisees owned. We excluded 55 of them from these financial performance representations because they began operations after January 1, 2023. We excluded 4 additional Outlets because they were transferred to new owners in 2023.

The following tables present historic gross revenue figures for the remaining 11 Zoomin Groomin® Vehicles, which operated for the entire year from January 1, 2023, through December 31, 2023. Data is presented by quartile and then cumulatively.

### GROSS REVENUES FOR FRANCHISEES PER VEHICLE

Zoomin Groomin Vehicles First Quartile of Franchisees For the Period January 1, 2023 to December 31, 2023			
Total Number of Outlets	Average Annual Sales / (Median Annual Sales)	Highest and Lowest Annual Sales	Number (%) of Vehicles that Met or Exceeded Average
3	\$256,800 (\$249,755)	\$271,881 - \$248,764	1 (33%)

Zoomin Groomin Vehicles Second Quartile of Franchisees For the Period January 1, 2023 to December 31, 2023			
Total Number of Outlets	Average Annual Sales / (Median Annual Sales)	Highest and Lowest Annual Sales	Number (%) of Vehicles that Met or Exceeded Average
3	\$225,679 (\$236,159)	\$238,003 - \$202,875	2 (66.6%)

Zoomin Groomin Vehicles Third Quartile of Franchisees For the Period January 1, 2023 to December 31, 2023			
Total Number of Outlets	Average Annual Sales / (Median Annual Sales)	Highest and Lowest Annual Sales	Number (%) of Vehicles that Met or Exceeded Average
2	\$187,120 (\$187,120)	\$194,544 - \$179,695	1 (50%)

Zoomin Groomin Vehicles Fourth Quartile of Franchisees For the Period January 1, 2023 to December 31, 2023			
Total Number of Outlets	Average Annual Sales / (Median Annual Sales)	Highest and Lowest Annual Sales	Number (%) of Vehicles that Met or Exceeded Average
3	\$149,924 (\$151,869)	\$175,443 - \$122,459	2 (66.6%)

Zoomin Groomin Vehicles Cumulative Franchisees For the Period January 1, 2023 to December 31, 2023			
Total Number of Outlets	Average Annual Sales / (Median Annual Sales)	Highest and Lowest Annual Sales	Number (%) of Vehicles that Met or Exceeded Average
11	\$206,495 (\$202,875)	\$271,881 - \$122,459	5 (45.5%)

The preceding data was extracted from reports submitted to us by our franchisees as Gross Revenues. "Gross Revenues" means the total of all income arising from operation of a Vehicle net of any tax, adjustment, credit or refund. No certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form. This data represents franchisee's performance of 11 Vehicles in operation.

The market where your Zoomin Groomin® Vehicle is operated may not be similar to our existing franchisees. Likewise, we have changed the metrics for establishing territory size as we have developed our System and existing franchisees have a larger territory than the one being offered through this Franchise Disclosure Document. Accordingly, the results achieved by these franchisees may not be typical for a new or established business in your area.

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

Other than the preceding financial performance representation, Zoomin Groomin® does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet; however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Sandra Stow at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452, the Federal Trade Commission, and the appropriate state regulatory agencies.

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## ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1**  
**Systemwide Outlet Summary**  
**For Years 2021 to 2023**

Outlet Type*	Year	Outlets at the Start of Year	Outlets at the End of Year	Net Change
Franchised	2021	0	4	+4
	2022	4	15	+11
	2023	15	70	+55
Company Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Outlets	2021	0	4	+4
	2022	4	15	+11
	2023	15	70	+55

\*The number of Outlets reported throughout this Item 20 represents the number of Zoomin Groomin® Vehicles in operation.

**Table No. 2**  
**Transfers of Outlets From Franchisees to New Owners (Other than Franchisor)**  
**For Years 2021 to 2023**

State	Year	Number of Transfers
California	2021	0
	2022	0
	2023	1
Colorado	2021	0
	2022	0
	2023	1
Florida	2021	0
	2022	0
	2023	1
New York	2021	0
	2022	0
	2023	1
Ohio	2021	0
	2022	0
	2023	1
Texas	2021	0

State	Year	Number of Transfers
	2022	0
	2023	1
All States	2021	0
	2022	0
	2023	6

**Table No. 3  
Status of Franchise Outlets  
For Years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
California	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
Colorado	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	4	0	0	0	0	4
Connecticut	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
Florida	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	1	0	1
	2023	1	5	0	0	0	0	6
Georgia	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Kansas	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Massachusetts	2021	0	3	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
Maryland	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Michigan	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Minnesota	2021	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
ta	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Missouri	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	3	0	0	0	0	4
Nevada	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
New York	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	7	0	0	0	0	7
North Carolina	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
Ohio	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	3	0	0	0	0	4
Oklahoma	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
South Carolina	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
Tennessee	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Texas	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
	2023	3	5	0	0	0	0	8
Utah	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Virginia	2021	0	0	0	0	0	0	0
	2022	0	4	0	0	0	0	4
	2023	4	9	0	0	0	0	13
Total	2021	0	4	0	0	0	0	4
	2022	4	11	0	0	1	0	15
	2023	15	65	0	0	0	0	70

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Re-acquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Florida	2021	0	0	0	0	0	0
	2022	0	0	1	0	1	0
	2023	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0
	2022	0	0	1	0	1	0
	2023	0	0	0	0	0	0

**Table No. 5**  
**Projected Openings as of**  
**December 31, 2023**

State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	0	0
Colorado	0	0	0
Connecticut	1	1	0
Florida	8	8	0
Georgia	0	0	0
Maryland	0	0	0
Massachusetts	1	1	0
Michigan	0	0	0
Minnesota	0	0	0
Missouri	0	0	0
Nevada	1	3	0
New York	0	1	0
North Carolina	2	2	0
Ohio	1	1	0
Oklahoma	0	0	0
South Carolina	0	0	0
Tennessee	0	1	0
Texas	3	4	0
Utah	1	1	0

Virginia	0	1	0
<b>TOTALS</b>	18	24	0

Exhibit E-1 contains a list of the names of all franchisees and the addresses and telephone numbers of their outlets as of the end of our last fiscal year.

Exhibit E-2 contains the name and last known address and telephone number of every franchisee who has had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

There are no trademark-specific franchisee organizations associated with the Franchise System which are incorporated or otherwise organized under state law and have asked us to be included in our Disclosure Document during the next fiscal year.

During the last three fiscal years, in some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Zoomin Groomin franchise system. 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.

## **ITEM 21. FINANCIAL STATEMENTS**

Exhibit F contains our audited financial statements for the period ending December 31, 2023, 2022 and 2021.

Our fiscal year end is December 31.

## **ITEM 22. CONTRACTS**

The proposed agreements regarding this franchise offering are included as exhibits to this Disclosure Document as follows:

- Exhibit B- Franchise Agreement
  - Schedule 1-Territory
  - Schedule 2-Minimum Requirements
  - Schedule 3-Automatic Bank Draft Authorization
  - Schedule 4-Telephone Number Assignment

Schedule 5 -Personal Guaranty  
Schedule 6-Release

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

**ITEM 23. RECEIPTS**

Exhibit H contains two copies of a Receipt of our Disclosure Document.

You must sign and date both; keep one copy and deliver one copy to us for our records.

[remainder of page intentionally left blank]

## **EXHIBIT A**

### **STATE SPECIFIC ADDENDA TO THE FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS**

The following State Specific Addenda apply to the Zoomin Groomin USA LLC d/b/a Zoomin Groomin® Franchise Disclosure Document and may supersede certain portions of the Franchise Agreement dated \_\_\_\_\_ and all related agreements.

The provisions of this State Specific Addendum apply only to those franchisees residing or operating Zoomin Groomin® in the following states: Michigan, California, Illinois, Maryland, Minnesota, New York, Rhode Island, Virginia, Washington, or Wisconsin.

## MICHIGAN

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:**

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo type, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards;
  - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor;

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

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

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

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

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

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

**THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

## CALIFORNIA

- A. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement or Agreement contains provisions that are inconsistent with the law, the law will control.
- B. The Franchise Agreement provide for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).
- C. The Franchise Agreement contain covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.
- D. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.
- E. Neither the franchisor, 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. 79a et seq., suspending or expelling such persons from membership in such association or exchange.
- F. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
- G. The Franchise Agreement require application of the laws of **Virginia**. This provision may not be enforceable under California law.
- H. You must sign a general release if you renew or transfer your franchise. California Corporation 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).
- I. 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.
- J. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

- K. OUR WEBSITE, [zoomingroomin.com](http://zoomingroomin.com) , 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](http://www.dfpi.ca.gov).
- L. The highest interest rate allowed by law in California is ten percent (10%) annually.
- M. Item 5 of the FDD is modified with the addition of the following language: “We previously offered a discount of 50% on the Initial Franchise Fee in California until October 12, 2023, which was the one year anniversary of our initial Effective Date in California. Likewise, we previously offered a lower Initial Fee of \$35,000 until September 1, 2023, and a lower Initial Fee of \$40,000 just prior to the Issuance Date of this disclosure document.”
- N. Item 12 of the FDD is modified with the addition of the following language: “We previously offered a territory size of approximately 150,000 residents prior to the Issuance Date of this disclosure document.”
- O. “The Department of Financial Protection and Innovation requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.”
- P. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
- Q. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the Commissioner.

## ILLINOIS

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Franchise Disclosure Document or Franchise Agreement are inconsistent with the terms below, the terms below control.

- A. Illinois law governs the Franchise Agreement.
- B. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
- C. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.
- D. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.

Payment of the initial franchise fee shall be deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and Franchisee has commenced doing business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

FRANCHISOR:  
ZOOMIN GROOMIN  
USA LLC D/B/A  
ZOOMIN GROOMIN

FRANCHISEE:

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By:  
Title:

## MARYLAND

As to franchises governed by the Maryland Franchise Registration and Disclosure Law, if any of the terms of the Disclosure Document (“FDD”) and/or Franchise Agreement (“FA”) are inconsistent with the terms below, the terms below control.

A. Item 17.b. of the FDD and Section 1.2B of the FA is modified to also provide,

“Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

B. Item 17.u. of the FDD and Section 9.7 of the FA is modified to also provide,

“This Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.”

C. Item 17.v. of the FDD and Section 9.5A of the FA is modified to also provide,

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

D. Item 5 of the FDD and Section 2.1 of the FA are modified with the addition of the following language:

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

E. The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under the federal bankruptcy law (11 U.S.C. Section 1010 et seq.).

**This Addendum must be executed simultaneously with the Franchise Agreement by signing the State-Specific Addendum Acknowledgment.**

## MINNESOTA

As to franchises governed by The Minnesota Franchise Act, if any of the terms of the Franchise Disclosure Document (“FDD”) and Franchise Agreement (“FA”) are inconsistent with the terms below, the terms below control.

1. “Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.”

**FDD:** Item 17

**FA:** Section 9

2. “With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, 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.”

**FDD:** Item 17

**FA:** Section 8

3. The Disclosure Document and the agreement must state that the franchisor will protect the franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

**FDD:** Item 13

**FA:** Section 1.10

4. Minn. Rule 2860.4400D. prohibits requiring a franchisee to assent to a general release. Amend to exclude claims under the Minnesota Franchise Law.

**FDD:** Item 17

**FA:** Section 1.2

5. Minn. Rule 2860.4400J prohibits termination penalties.

**FDD:** Item 17

**FA:** Section 8

6. Pursuant to Minn. Stat. Sec. 80C.17, Subd.5, no action may be commenced pursuant to this section more than three years after the cause of action accrues.

**FDD**: Item 17

**FA**: Section 9.5.A

7. Franchisor defers the collection of the Initial Fee until the opening of the franchised business.

**FDD**: Item 5 and Item 7 are modified to provide: “The Minnesota Department of Commerce requires us to defer payment of the initial franchise fee owed by franchisees to the franchisor until the franchisee has opened the franchised business.”

**ARA**: Section 2.1 is modified to provide, “Payment of the Initial Fee is deferred until you have opened the franchised business.”

## NEW YORK

As to franchises governed by the New York franchise laws, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

### 1. Cover Page

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

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

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

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

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

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “**Summary**” section of Item 17(d), titled “**Termination by franchisee**”: You may terminate the agreement on any grounds available by law.
5. The following is added to the end of the “**Summary**” sections of Item 17(v), titled “**Choice of forum**”, and Item 17(w), titled “**Choice of law**”:

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

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 *et seq.*), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## **RHODE ISLAND**

As to franchises governed by the Rhode Island Franchise Investment Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

Item 17.m. of the Disclosure Document is revised to provide:

*Section 19-28.1-14 of the Rhode Island Franchise Investment Act prohibits a franchisee to be restricted in choice of jurisdiction or venue. To the extent any such restriction is purported to be required by us, it is void with respect to all franchisees governed under the laws of Rhode Island.*

Item 17.w. of the Disclosure Document is revised to provide:

*Rhode Island law applies.*

## VIRGINIA

As to franchises governed by the Virginia Retail Franchising Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document is amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Item 5 of the Disclosure Document is modified to also provide: “The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.”

**WASHINGTON**

**RESERVED**

## WISCONSIN

The State of Wisconsin has a statute, the Wisconsin Franchise Investment Law, Wis. Stat. § 553.01, et. seq., and Wis. Adm. Code Chapter DFI-Sec. 31.01, et seq., 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 the event of a conflict of laws, the provisions of the Wisconsin Franchise Investment Law, Wis. Stat. § 553.01, et. seq., and Wis. Adm. Code Chapter DFI-Sec. 31.01, et seq., shall prevail.

1. The Franchise Disclosure Document and Franchise Agreement require a Franchisee to sue in a State other than Wisconsin, and are hereby amended to expressly permit a Franchisee to file a civil lawsuit in Wisconsin for claims arising under the Wisconsin Franchise Investment Law.

FDD:           Item 17  
FA:             Section 9

2. Item 17 of the Franchise Disclosure Document and Section 8 of the Franchise Agreement permit Franchisor to terminate, cancel, not renew or make a substantial change in competitive circumstances in the Franchise Agreement, without cause under certain circumstances. These provisions are prohibited by the Wisconsin Fair Dealership Law, § 135.04. Accordingly, Item 17 of the Franchise Disclosure Document and Section 8 of the Franchise Agreement are hereby amended to prevent the termination, cancellation, non-renewal or substantial change in competitive circumstances of the Franchise Agreement without good cause.

FDD:           Item 17  
FA:             Section 8

3. Item 17 of the Franchise Disclosure Document and Section 8 of the Franchise Agreement permit the Franchisor to terminate the Franchise Agreement without providing the Franchisee ninety (90) days prior notice of the proposed termination or sixty (60) days to cure the deficiency. These provisions are prohibited by the Wisconsin Fair Dealership Law, § 135.04. Accordingly, Item 17 of the Franchise Disclosure Document and Section 8 of the Franchise Agreement are hereby amended to require that prior to the termination of the Franchise Agreement Franchisor must provide Franchisee ninety (90) days written notice of a proposed termination, which states all the reasons for the termination, cancellation, non-renewal or substantive change in circumstances, and the Franchisee shall be given sixty (60) days from the date of delivery or posting of such notice to rectify any claimed deficiency. If the deficiency is rectified within the sixty (60) days the notice shall be void. The notice provisions shall not apply if the reason for termination, cancellation or non-renewal is insolvency, the occurrence of an assignment for the benefit of creditors or bankruptcy. If the reason for termination, cancellation or non-renewal or substantial change in competitive circumstances is nonpayment of sums due under the Franchise Agreement, Franchisee shall still be entitled to (90) days written notice, as referenced above,

however, Franchisee shall only have ten (10) days in which to remedy such default from the date of delivery or post of such notice.

FDD:           Item 17  
FA:             Section 8

ACKNOWLEDGMENT

It is agreed that the applicable foregoing State-Specific Addendum, if any, supersedes any inconsistent portion of the Franchise Agreement and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect, and the parties further acknowledge and agree that this State-Specific Addendum is applicable only to those persons specifically subject to the protections of the state laws referenced in this State-Specific Addendum.

This Acknowledgment is inapplicable to Washington franchisees and the Washington Addendum applies for Washington franchisees.

DATED: \_\_\_\_\_

FRANCHISOR:  
ZOOMIN GROOMIN  
USA LLC D/B/A  
ZOOMIN GROOMIN

FRANCHISEE:

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By:  
Title:

## **Exhibit B- Franchisee Agreement**

ZOOMIN GROOMIN®



FRANCHISE AGREEMENT

**SUMMARY PAGE**

- |                                      |          |
|--------------------------------------|----------|
| <b>1. Franchisee Business Entity</b> | _____    |
| <b>2. Initial Franchise Fee</b>      | \$ _____ |
| <b>3. Territory Name</b>             | _____    |
| <b>4. Opening Deadline</b>           | _____    |
| <b>5. Principal Executive</b>        | _____    |
| <b>6. Franchisee's Address</b>       | _____    |
| <b>7. Outlet #</b>                   | _____    |

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## FRANCHISE AGREEMENT

### SINGLE UNIT

This contract (“Agreement”) is between Zoomin Groomin USA LLC (“Zoomin Groomin®”, “we”, “us”, or “our”) the entity and all Signators identified on the signature page, in your personal capacity, (collectively “Franchisee”, “you”, or “your”).

### RECITALS

Zoomin Groomin® has developed a system (“Franchise System”) to deliver mobile pet grooming services and related products (collectively the “Services”). The Franchise System utilizes prescribed marketing techniques and operating procedures to deliver outstanding service to pet owners (“Clients”).

We seek to identify and recruit candidates with the ability to deliver outstanding Client service in a defined Territory who are willing to own at least one Franchised Business.

Franchisee seeks to use the Franchise System and the Services to profitably deliver an outstanding Client experience.

For mutual promises expressed in this Agreement, along with other valuable consideration, the receipt of which is acknowledged, Zoomin Groomin® and Franchisee (collectively “the Parties”) will be bound as follows:

- 1. Scope**
  - 1.1. Franchise Relationship**
    - A. Grant of Franchise**

Zoomin Groomin® grants you the right to operate a company (“Franchised Business” or “Unit Franchise”) using our System and our Marks to deliver Services solely within the geographic boundaries identified in Schedule 1 (the “Territory”) during the Term by and through the Franchisee Business Entity identified on the Summary Page and signature page of this Agreement (or as a sole proprietor or partnership if there is no business entity) and in conformity with the terms and conditions of this Agreement.

- B. Independent Contractors.**

Your relationship with us is that of an independent contractor. This Agreement does not create a partnership, joint venture, or any other entity between the Parties. Neither Party has a fiduciary duty or other special duty respect to the other party. You are not a third-party beneficiary to any contract between us and any other franchisee.

- C. Your Employees**

As a separate Franchise Business, you have sole and exclusive control over your employees. Neither you nor your employees and agents may make a claim as employees or agents of us for

any purpose including participation in an employee benefit plan, stock option program, or workers compensation law.

**D. No Unauthorized Commitments.**

Similarly, you will not make any promises, guarantees or warranties to any third party that would create a binding obligation for us without our prior written consent.

**E. Reserved Rights.**

We, our parent, and our affiliates reserve all rights not expressly granted in the Franchise Agreement. For example, we, our parent, and our affiliates have the right to:

(i) use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept customers within your Territory using our principal trademarks (or another trademark) without any compensation to you; however, we will direct inquiries for mobile pet grooming services from within your Territory to your Franchised Business;

(ii) implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one Territory, yet work in another, and other cross-territorial situations;

(iii) establish and operate, and grant rights to others to establish and operate a Franchised Business or similar businesses at any locations outside of the Territory and on any terms and conditions we deem appropriate;

(iv) own, develop, acquire, be acquired by, merge with, or otherwise engage in any transaction with another businesses (competitive or not), which may offer products and services like your Franchised Business and may have one or more competing outlets within your Territory, however, we will not convert any acquired business in your Territory to a franchise using our primary trademarks during the Term of your Franchise Agreement;

(v) operate or franchise a business under a different trademark which such business sells or will sell goods or services like those you will offer, anywhere;

(vi) negotiate purchase agreements with vendors and suppliers which we reasonably believe are for the benefit of our franchisees; and,

(vii) engage in any other business activities not expressly prohibited by the Franchise Agreement, anywhere.

**1.2. Term and Renewal**

**A. Term.**

This Agreement will commence upon its Effective Date and will last for a term of ten (10) years (the "Term").

## B. **Renewal and Subsequent Renewals.**

Upon the completion of the Term, or a renewal term as the case may be, if you are in compliance with this Agreement and meet other conditions for renewal, you may enter into a new contract, on the then current form of the Franchise Agreement. We will neither change your Territory nor Royalty rate in your renewals. The current form will not contain any changes of a material nature without your consent. If you wish to renew this Agreement, you must:

- i *notify us in writing at least 90 days before the expiration of this Agreement;*
- ii *execute a general release of all claims you may have against us (See Schedule 6-Release)*

### **1.3. Territory**

#### A. **Territory Description**

You will receive a geographic area within which we promise not to establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service Marks. You may operate one or more mobile pet grooming van (an “Outlet” or “Vehicle”) in your Territory. Schedule 1 defines your Territory by zip codes, political, or geographic boundaries.

#### B. **Our Development**

##### a.) **Right to Develop, Acquire, or be Acquired by Other Businesses**

We can develop, acquire or be acquired by, or engage in any other transaction with other businesses, companies and/or units (competitive or not), that are or will be located anywhere, including arrangements where other units are (or are not) converted to our System or other format, or in which company-owned, franchised or other businesses (including your Franchised Business) are (or are not) converted to another format (whether competitive or not), or both, and is maintained as the same concept, as a new concept, or as a separate concept in your protected Territory. You must fully cooperate with any of these conversions, at your sole expense.

##### b.) **Other Brands**

We or an affiliate may make sales within your Territory using trademarks different from the ones you will use under this Agreement. For example, we and our parent plan to establish (or acquire) and operate or franchise a business under a different trademark which will sell goods or services similar to those you will offer, except through brick-and-mortar locations.

##### c.) **Area Representatives**

We offer an area representative franchise opportunity through a separate franchise disclosure document. Area representatives find, solicit, and recruit prospective franchisees to operate a franchised business like yours. Area representatives may also support franchised business within their area representative territory through marketing and operating assistance. Your Territory may now, or in the future, be within an area representative’s territory. We will provide you with contact information for the area representative with area representative rights in the Territory upon request (if applicable to you).

**C. Services to Clients Outside Territory****a.) Permission**

You may not provide Services to any Client or in any manner operate your Franchised Business outside of your Territory without our prior written permission. We may grant or deny permission in our sole judgment. Any such permission will be limited in scope and duration. In no event will you be permitted to offer Services to any Client or otherwise operate your Franchised Business within any territory owned by another unit franchisee of ours. Any permission we grant for you to operate outside of the Territory will be freely revocable by us for any reason or no reason at all.

**b.) Acknowledgment**

You acknowledge that any permission granted pursuant to this Section 1.3.C. is only temporary in nature and the only way for you to gain protection over any geographical region outside of your Territory is to purchase franchise rights over such geographical area pursuant to the then-current disclosure document and franchise agreement. By offering Services or otherwise operating outside of your Territory, you acknowledge and accept that you may cultivate business relationships that must be transitioned to someone else. You acknowledge that any undeveloped area could be sold to a new franchisee at any point in time, and you have no right of first refusal in such area. By requesting permission and by offering Services or otherwise operating your Franchised Business outside of your Territory, you agree to follow our plans and guidance for transitioning business to a new owner upon notification by us that a new franchisee has acquired the right to operate within such area.

**c.) Procedure on Withdrawal of Permission**

You will immediately stop providing Services to Clients located outside of your Territory and stop all activities associated with the operation of your Franchised Business outside of the Territory upon notification from Zoomin Groomin that a new franchisee has purchased franchise rights over such territory. Furthermore, you will provide a list of all Clients served by you in such area to the new franchisee and make commercially reasonable efforts to transition all business to the new franchisee. Time is of the essence when complying with a transition to a new franchisee.

**d.) Consequences of Operating Without Permission**

Operating outside of your Territory without our permission is grounds for termination, but termination is not our exclusive remedy. In the event you operate outside the rights and permissions granted in this Section 1.3 within the territory of another franchisee of ours, then any profits you obtain will be passed over to the new franchisee as provided in Section 1.7 (D) of this Agreement.

**1.4. Operation****A. Start**

You must commence operations within your Territory within thirty (30) days of receipt of your initial Vehicle. If you do not, more time will be given (up to a maximum of twelve (12) months), but you will remain subject to minimum requirements and minimum Royalty Fees during the extension.

## **B. Repair**

You will take all commercially reasonable efforts to maintain and keep your Vehicle's body and mechanical components in a pristine and safe condition. If, for whatever reason, you are unable to safely operate your Vehicle(s) or it otherwise becomes unavailable for more than ten business days, then you will repair or replace it as soon as practical. If it remains out of service for more than thirty (30) days, then we can terminate without any refund to you.

## **C. Replace**

Vehicles kept past their lifecycles are less efficient and incur greater fuel costs and maintenance costs. This leads to breakdowns, closures, and unhappy employees and Clients. You will plan for vehicle replacement as reasonably needed during the Term.

### **1.5. Additional Territories**

We may grant you additional franchise territories if available in your area and we feel you have the time, energy, capital, and management structure to be able to successfully open and operate more outlets. You do not have options, rights of first refusal, or similar rights to acquire additional franchises.

### **1.6. Minimum Requirements**

Continuation of your Territorial rights does not depend on achieving a certain sales volume, growth or market share percentage; however, you will be subject to minimum monthly royalty payments for the entirety of this Agreement as defined in Minimum Requirements listed in Schedule 2. A year will include each fiscal year (including any partial year) ending on December 31.

### **1.7. Dual Distribution**

#### **A. Exclusive**

The Territory you receive is exclusive. This means that we will neither open a Company owned nor sell another Franchised Business within your Territory. All leads that we generate or receive from within your Territory will be directed to you. You may not accept orders from consumers to provide Services outside of your Territory, nor may you use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside your Territory without our prior written approval as provided in Section 1.3 (C) of this Agreement.

#### **B. Limitations on Exclusivity**

Your right to exclusivity is limited by our Reserved Rights under Section 1.1. (E) of this Agreement and this Section 1.7. You may also face competition from other franchisees, outlets that we own, other channels of distribution or competitive brands that we control for a Client that resides in your Territory.

#### **C. Other Brands**

We or an affiliate may make sales within your Territory using trademarks different from the ones you will use under this Agreement. As of the Effective Date, we and our parent plan to establish (or acquire) and operate or franchise a business under a different trademark which will sell goods or services similar to those you will offer. Under this plan, franchisees will offer pet grooming services through brick-and-mortar locations under a different trademark. As the new franchise

system develops, the new franchisor or its franchisees who use the different trademark will solicit and accept orders within your Territory.

**D. Profit Passover**

We are not obligated to pay compensation to you for soliciting or accepting sales from a Client inside your Territory. However, we will normally direct all inquiries for mobile pet grooming from within your Territory to your Franchised Business. Should you provide (i) Services or otherwise operate your Franchised Business in another franchisees territory or (ii) fail to strictly comply with Section 1.3 (C) within fifteen (15) days after being advised that our permission to provide Services or otherwise operate the Franchised Business outside the Territory is revoked because a new franchisee purchased certain rights, then you will pay to the franchisee in whose territory such Services were provided an amount equal to 100 percent of the price of such Services, excluding taxes and other fees. Furthermore, you must notify such franchisee who has rights in such territory and provide payment to them within ten (10) days of receipt of payment by you.

**1.8. Advertising**

**A. Grand Opening Advertising.**

We do not require you to spend a certain amount on Grand Opening Advertising; however, we recommend that you spend between \$500 and \$5,000 on your initial local advertising which includes local advertising and promotion of your Franchise Business from one month before opening through three months after you open. We recommend you spend a minimum of \$1,200 per year on local advertising.

**B. Local Advertising and Promotions.**

Your advertising and promotions will conform to the following requirements:

1. You will advertise and promote only in a manner that will reflect favorably on us.
2. You will participate in all promotional programs that we create, offer or advertise.
3. Your advertising must comply with federal, state, and local laws.

**C. Advertising Fee**

You will contribute 2% of your Gross Revenues into our Advertising Fund.

**D. Fund.**

Franchisor owned outlets do not have to contribute to the Advertising Fund, but may do so. We administer the Advertising Fund. The Fund is not audited. Unaudited financial statements of the Advertising Fund will be made available to you upon written request. If not all Advertising Fees are spent in the fiscal year in which they accrue, we may carry over those fees and apply them to the next fiscal year. We may not use Advertising Fees to solicit new franchise sales.

**1.9. Our Obligation to Conduct Advertising**

We use monies in the Advertising Fund to advise you in the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other

advertising. We may use local, regional, or national advertising. We may produce advertising material in-house or through outside agencies. We are not required to spend any amount on advertising in the area or Territory where you will be located.

**A. Corporate Website.**

We will develop and maintain a comprehensive website that contains your location's contact information.

**B. Digital Marketing.**

We may create, operate and promote websites, social media accounts (including, but not limited to, Facebook, Twitter, and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, Franchised Business, Marks and franchise opportunities.

We have the sole right to control all aspects of any digital marketing including all digital marketing related to your Franchised Business.

**C. Digital Campaigns.**

We may negotiate contracts with vendors such as Google AdWords.

If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor.

**D. Print Material.**

We supply you with templates of fliers, coupons, and other print material.

**E. Use of Your Own Advertising Material.**

You must use our advertising templates or if you wish to use your own advertising materials you may do so if:

1. you submit them to us;
2. they conform to the Manual;
3. they adhere to federal, state and local law; and
4. we approve them in writing. If our written approval is not received within fourteen (14) days that we receive the request, then the material is deemed disapproved.

**F. Business cards.**

You may purchase business cards to use in the operation of your Franchise Business in accordance with the Manual.

**G. Private Websites.**

You are not allowed to have an independent website or obtain or use any domain name (Internet address) for your Franchised Business without first obtaining our written approval.

#### H. **Social Media.**

Any social media used to promote the Franchised Business must be in accord with our Manual.

#### I. **Publicity.**

Except as required by law, you may not make any press release or other public announcement respecting the subject matter of this Agreement without our written consent as to the form of such press release or public announcement.

### 1.10. **Trademarks**

#### A. **Use of our Marks.**

We allow and require you to use our trademarks and service marks (“Marks”) to hold out your Franchised Business to the public. You will use only our Marks as we develop them for this purpose. Use of our Marks must be in accordance with our Manual.

#### B. **Changes to the Marks**

We may update or change our Marks. We may replace, modify, or add to our Marks. If we replace, modify, or add additional Marks, you will update or replace your supplies, etc. to reflect the new Marks, at your expense, in the time frame we provide at the time of such an update.

#### C. **Marks Within a Company Name.**

You may not use the words “Zoomin Groomin®” or any confusingly similar words as any part of the name of a corporation, LLC, or other entity. However, “Zoomin Groomin®” followed by your entity number, or such other designation as we will specify, will be your “doing business as” name for an entity which owns this franchise, sometimes also called your “assumed name,” “trading as” name, or “fictitious name.”

#### D. **No confusingly similar marks.**

You will avoid using any Marks that could be confused with our Marks.

#### E. **Infringement Claims.**

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us.

#### F. **Control of Proceedings.**

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

#### G. **Name and Likeness.**

You give us permission to use your name and likeness in all forms and media for advertising, trade, and any other lawful purposes.

## 2. Fees

### 2.1. Initial Franchise Fee

Upon execution of this Agreement, you will pay us a Franchise Fee of \$\_\_\_\_\_. The Franchise Fee is fully earned when you sign this Agreement and is not refundable under any circumstances.

### 2.2. Technology Fee

You will pay an ongoing weekly Technology Fee throughout the Term. On the Effective Date, the Technology Fee charged by us is \$15 per week. The Technology Fee is not tied to any specific service, but we intend to provide each Franchised Business with an email address, telephone number, and access to a web portal. We reserve the right to increase the Technology Fee during the Term up to a maximum of \$30 per week as technology advances and the cost of providing this technology increases.

### 2.3. Scheduling Tools

You will need a customer relationship management (“CRM”) system which includes scheduling functionality to operate your Franchised Business. You must use the CRM provider designated by us during the Term of this Agreement. This CRM technology is not included in the Technology Fee and is not subject to the maximum technology fee amount specified in Section 2.2. As of the Effective Date, you will contract directly with a third-party CRM vendor designated by us for such technology; however, we reserve the right to negotiate an agreement directly with a CRM vendor and pass the actual fee incurred by us onto you. We will refer to this fee as the “CRM Fee”. If we contract directly with a CRM vendor for CRM technology, you will pay such CRM Fee to us separate and apart from the Technology Fee to us and in the manner we designate.

### 2.4. Royalty Fee

You will pay to us a Royalty Fee of 8% of Gross Revenues on a weekly basis by electronic funds transfer. Your obligation to pay the Royalty Fee begins immediately upon execution of this Agreement and is subject to a minimum amount of \$125 per week (the “Minimum Weekly Royalty Fee”).

During the Initial Term, the Minimum Weekly Royalty Fee will begin the thirteenth (13<sup>th</sup>) week immediately following the earlier of (a) the day you complete Initial Training or (b) the day you begin operations, whichever occurs first. During a Renewal Term, the Minimum Weekly Royalty Fee will commence immediately.

“**Gross Revenues**” means the total of all receipts whether cash, credit, checks, bitcoin, or other means of exchange net of any tax, adjustments, credits and allowances actually made in accordance with the Operations Manual. Even though we reserve the right to access your computer system to download sales information, you must provide us with the required Gross Revenue report every Tuesday prior to 5:00 p.m. EST, or such other time as we designate, for the prior week’s activity. The end of each week for Royalty collection purposes is Saturday at midnight. If you operate more than one (1) Vehicle (through this Agreement or any other agreement with us), your Gross Revenue Report must be reported to us on a per-Vehicle basis.

### 2.5. Sales, Excise or Gross Receipts Tax

If required by the federal government, state or locality in which your Franchised Business is located, the initial franchise fee, royalties, and possibly other goods or services may be subject to

sales, excise, gross receipts or similar type tax, which you will pay to us at the same time and in the same manner as you pay these fees to us.

**2.6. Third Party Software Fees**

You will pay fees to third party software providers, if any, as specified in the Manual.

**2.7. On-Site Training Fee**

If we provide on-site services at your request, then you will pay to us for travel and living expenses for our staff to travel to you.

**2.8. Annual Convention**

Either you or your General Manager must attend the Annual Convention. While there will be no admission fee, you are responsible for any travel related expenditures such as lodging, meals, and transportation.

**2.9. Third Party Charges**

If we incur third party charges on your behalf, you will reimburse us for any such charges.

**2.10. Transfer Fee**

You will pay to us a Transfer Fee of **\$5,000** if you wish to transfer ownership of the rights under this Agreement, or a majority of the ownership of this Agreement or in an entity holding this Agreement.

**2.11. Client Refunds**

If you do not resolve a Client service complaint and we believe a reasonable basis exists for a refund to the Client all or a portion of the Client's fees, we may pay the Client directly. We will charge you for the settlement and you will reimburse us within the next normal payment cycle.

**2.12. Audit Fee**

You will pay to us our cost in performing an audit of your Franchise Business plus a Late Fee of \$50 per month on any late payment found through such audit if the audit discloses an under reporting of Gross Revenues or underpayment to us by 5% or more.

**2.13. Payment Terms**

Recurring fees, including Royalty payments, and reports must be submitted by Tuesday each week. We will provide an invoice to you for other fees incurred. Payment is due upon receipt and will be paid by automatic electronic funds transfer. We reserve the right to deduct monies that you owe to us from monies that we pay to you and pay you the net amount owed to you or charge you any net amount you may owe to us. You will execute an Automatic Bank Draft Authorization on a form substantially similar to that in Schedule 3. If you change bank accounts for any reason, you must notify us within five (5) days and execute a new form. Likewise, we may request updated forms from time to time as reasonably required by us.

**2.14. Credit Card Fee**

If we allow you to pay any fee to us by credit card, you also will pay to us the then-current credit card processing fee charged by third-party processors as a credit card fee (to the fullest extent permitted by law).

**2.15. Insufficient Funds Fee**

You will pay to us a minimum of \$50 per transaction if an electronic transfer or other payment from you to us is declined.

**2.16. Late Fees**

Overdue amounts owed by you to us that are five (5) days past due are subject to a service charge of 1% per month on the unpaid balance, or if lower, then the maximum rate allowed by law.

**3. Duties of Franchisor**

**Except as listed below, Zoomin Groomin® is not required to provide you with any assistance.**

**3.1. Manual**

We provide you access to our proprietary and confidential documents that prescribes policies and procedures, as well as any other instructions and forms (collectively “Manual”) for your use in operating a Franchised Business. We disseminate the Manual electronically through our web-based portal. We may revise the Manual from time to time to adjust for competitive, legal or technological changes, or continuous improvement. You will implement those changes as if they were present when you signed this Agreement.

**3.2. Site Selection**

You can operate your Franchised Business out of your home. If you choose to operate your business out of a commercial office location within your Territory, we may provide you with guidance to help you select a site, but we do not offer site selection assistance. We must approve any site you select in writing before you sign a lease for that location. We will typically approve or disapprove a proposed site within 14 days of your submission to us of the information required by us on the proposed site.

**3.3. Training****A. Initial Training.**

We will provide you a three (3) day Initial Training course. The Initial Training course will cover fundamental skills necessary to perform the Services. We presently offer this training live in Virginia Beach, VA, but may offer it in other locations, or via interactive video conference or webinar at our choosing. We offer Initial Training once per month and you should complete Initial Training within 60 days of the Effective Date. Successful completion of the Initial Training is mandatory and must be completed at least one week prior to opening the business. We do not charge for training, but you must pay any travel, transportation, lodging, and meal costs you incur to attend.

**B. Advanced Training.**

We may provide you advance training on various topics. We presently offer this training live in Virginia Beach, VA, but may offer it in other locations, or via interactive video conference or webinar at our choosing. Attendance at advanced training is required.

### **3.4. People Management**

You are solely responsible for hiring, firing, compensating, withholding and remitting applicable payroll taxes and day-to-day supervision and control over your employees. The Manual may recommend best practices on how to hire and train employees; however, nothing in the Manual will be construed to shift control over your employees to us.

### **3.5. Vehicle Upfitting, Signage, Supplies and Sourcing**

We provide guidance to obtain and upfit the Vehicle and obtain equipment, signs, fixtures, opening inventory, and supplies. We provide the names of approved vendors or specifications for these items. We do not deliver or install these items.

## **4. Duties of Franchisee**

### **4.1. Commitment**

#### **A. Involvement.**

You must operate the Franchise Business personally unless you submit to us a General Manager who attends and successfully completes our Initial Franchisee Training course, and who is not later disapproved by us.

#### **B. Client Service**

You must serve Clients in a professional and respectful businesslike manner diligently fulfilling your obligations to them when they desire to purchase your goods or services.

#### **C. Products and Services**

You must offer, sell, and perform only the products and services we have authorized (the "Approved Products and Services"). The Approved Products and Services may change from time to time during the Term of this Agreement or any Renewal to adjust for competitive changes, technological advancements, legal requirements, or continuous improvement. Any adjustment to the Approved Products and Services will be made in our sole judgment and disseminated through our Manual. Adjustments may be optional or may be required. We will provide you with reasonable notice before requiring you to offer new products and services. You may not offer or sell any products or perform any services that we have not approved.

#### **D. Non-Competition Covenants**

You will not, during the Term of this Agreement, in the United States or its Territories, directly or indirectly, offer the Approved Products and Services other than through a Zoomin Groomin® Franchised Business.

### **4.2. Training**

#### **A. Initial Training.**

You and any General Manager working for you must attend and successfully complete our Initial Franchisee Training at least one-week before you may operate the Franchised Business. We do not charge for Initial Training, but you must pay for any travel and living expenses to attend.

**B. Advanced Training.**

You will attend any advanced or refresher training that we may require either through electronic means or in person.

**C. Employee Training.**

You will train your employees to competently and professionally carry out their duties and offer excellent Client service. You will ensure that your employees have any training, licenses, or certifications required by applicable law.

**4.3. Operations****A. Manual.**

You must operate the Franchised Business according to the then current Manual.

**B. Modification**

We may modify the Manual to adjust for competitive changes, technological advancements, legal requirements, and continuous improvement. You will implement those changes as if they were present when you signed this Agreement. However, revisions to the Manual will not unreasonably affect your obligations, including economic requirements, under the Agreement.

**C. Vehicle**

You must purchase at least one (1) mobile pet grooming vehicle (the "Vehicle") from an approved vendor that meets our specification. You must use the Vehicle for the operation of the Franchised Business. You must keep the Vehicle available and in normal operating condition as specified in the Manual. You must maintain the Vehicle in accordance with the Manual. You must refrain from using or permitting the use of the Vehicle for any other purpose or activity at any time without first obtaining our written consent. You must begin taking commercially reasonable efforts to secure an initial Vehicle within sixty (60) days of the Effective Date. If you believe in your sole judgment that the Territory can support more than one Vehicle, you may obtain a second or subsequent Vehicle at any point during the Term.

**4.4. OpTech****A. Telephone Number and Email Address**

We will obtain and maintain an operational telephone number and email address for your Franchised Business.

**B. Requirement**

Since technology changes rapidly, all required and optional computer hardware, software, internet/network connectivity, telephony and support services (collectively "Optech") to operate your Franchised Business is specified in the Manual.

**C. Technology Refresh**

You will obtain and maintain the Optech as listed in the Manual. We will update the Manual from time to time as necessary to integrate new technologies as they become available and demonstrate

value to the Client. We will use commercially reasonable efforts to provide sufficient notice and transition time to migrate Optech as necessary.

#### **4.5. REPORTS AND REVIEW**

##### **A. Reports.**

You must send us such reports at the frequency and manner that is specified in the Manual. Presently, you must send to us the reports in the following table:

<b>Name of Report</b>	<b>When Due</b>
<b>Annual Budget</b>	September 30 of each year
<b>Annual Profit &amp; Loss Statement and Balance Sheet</b>	By February 15 of each year as to income and expenses incurred in the prior year

##### **B. Independent Access to Information.**

You will allow us to have independent access to the information that will be generated or stored in your computer system, or hosted by third party providers on your behalf, which arise out of or relate to the Franchised Business which includes prospect, financial, and operational information.

##### **C. Reviews.**

We reserve the right to review your business operations, in person, by mail, or electronically.

##### **D. Timely Access to Records**

Upon our request, you will provide copies within five (5) business days of receiving our request of your paper and electronic records related to the Franchised Business and any other operations taking place through your Franchised Business. This also includes the right to inspect and copy all tax returns and bank statements that may show revenues from the Franchised Business. Alternatively, we may require review only access to all bank accounts used by you receiving deposits arising from or related to the Franchise Business.

##### **E. Secret Shoppers**

We may use secret shoppers including third party agents to assist with reviews.

##### **F. Corrective Action Plan**

We also have the right to require that you implement a corrective action plan to resolve issues that we discern from any review we conduct.

#### **4.6. Indemnity**

You will indemnify, hold harmless and defend us along with our affiliates, officers, directors, members, partners, employees, and agents (the "Indemnified Parties") from and against any claim, cause of action, lawsuit, or demand (collectively "Claim") for damage, liability, cost, or expense including reasonable attorney fees (collectively "Damages") that relates to or arises from your:

- A. **breach or alleged breach of this Agreement;**
- B. **negligence, or**
- C. **willful misconduct.**

The obligations in this Section are effective during the Term and extend to any post termination obligation.

#### **4.7. Insurance**

You will maintain policies of insurance with appropriate limit to cover the risk in this Section. Minimum limits are defined in the Manual and may be changed from time to time. You must name us as “additional insured” and provide a certificate of insurance annually.

### **5. Intellectual Property**

#### **5.1. Ownership**

We exclusively own the Franchise System and any related copyright, trademark, service Mark, trade secret, patent right, domain name, website, telephone number or other intellectual property (collectively “Intellectual Property”). You will not undertake to obtain Intellectual Property with respect to the Franchise System. To the extent you have gained or later obtain any Intellectual Property in the Franchise System, by operation of law or otherwise, you will disclaim such Intellectual Property and will promptly assign and transfer it entirely and exclusively to us.

#### **5.2. Client Data**

We retain all right, title, and interest in and to the Client Data during and after the Term. You may use Client Data during the Term as permitted by this Agreement and our Manual as long as the use is consistent with applicable law. “Client Data” means any and all information about Clients that may be collected in connection with their use of your Services including, but not limited to, name, telephone number, address and email address.

#### **5.3. Suggestions**

We may incorporate into our Franchise System any suggestions, enhancement requests, recommendations, or other feedback provided by you or anyone else. We will have sole and exclusive rights and title to such suggestions.

#### **5.4. Performance Data**

Performance data is Confidential Information and must be treated as defined in Section 6.2. We reserve the right to share performance data of your Franchised Business with individuals and agents who need it to provide us with assistance. We may also disclose aggregate performance data in our franchise disclosure documents.

### **6. Confidentiality**

#### **6.1. Definition**

The term “Confidential Information” is defined as non-public sensitive or proprietary material related to our Franchise System, relationship with you or the Franchise Business whether provided by us or by you. The disclosure may be oral or written in any form including tangible, intangible and electronic media regardless whether it is marked. For the avoidance of doubt, Confidential Information includes Client lists, performance data and reports from our Franchise System along

with any notes, summaries or other derivative works. Confidential Information does not include material that: a) you possessed more than thirty (30) days before the Effective Date of any contract between us, b) independently developed, c) obtained from a third party with no corresponding obligation of confidentiality, or d) in the public domain.

#### **6.2. Confidentiality**

You will not directly or indirectly disclose, publish, share with any third party any Confidential Information without our prior written consent. You may share Confidential Information with your employees or agents that need it to complete essential job functions if they are covered by equivalent restrictions.

#### **6.3. Use**

You may only use Confidential Information to perform your obligations under this Agreement. You will avoid using Confidential Information for your own benefit or to our detriment. For the avoidance of doubt, Confidential Information cannot be used in a competing business that is detrimental to us.

#### **6.4. Storage**

You will store Confidential Information in a secure location whether physically or electronically. You must notify us if the Confidential Information is lost or stolen, regardless of fault.

#### **6.5. Return**

Upon Termination or Expiration of this Agreement, you must return Confidential Information within ten (10) days or certify that the Confidential Information has otherwise been deleted or destroyed. However, you may retain Confidential Information as needed solely for legal, tax, and insurance purposes, but the information retained will remain subject at all times to the confidentiality restrictions of this Agreement.

### **7. Transfer**

#### **7.1. Assignment by Us**

We may assign this Agreement to an assignee who remains bound by its terms without notice to you or consent from you. We do not permit a sub-license of the Agreement.

#### **7.2. Transfer by You**

You may transfer your interest in this Agreement or your ownership in the Franchise Business if:

- i. you are in full compliance with the Agreement,
- ii. current in all monies owed to us,
- iii. we approve of the individual or entity to which you are transferring (“Transferee”), which our consent will not be unreasonably withheld;
- iv. Transferee meets the requirements of Section 7.8.
- v. You sign the then current transfer and release form, and
- vi. You pay to use the transfer fee (if any). See Section 2.9.

### **7.3. Joint Tenancy**

If this Agreement is held by joint tenants or tenants in common, all joint tenants or tenants in common must join in any transfer of an ownership interest in this Agreement, except any person who is deceased or under a legal disability.

### **7.4. Transfer to Controlled Entity**

A "Controlled Entity" is an entity in which you are the beneficial owner of 100% of each class of voting ownership interest. A transfer to a "Controlled Entity" will not trigger the Right of First Refusal. At the time of the desired transfer of interest to a Controlled Entity, you must notify us in writing of the name of the Controlled Entity and the name and address of each officer, director, shareholder, member, partner, or similar person and their respective ownership interest. Each such person of the Controlled Entity must sign the then-current amendment and release forms or Franchise Agreement as required by us. We do not charge a transfer fee for this change.

### **7.5. Transfer within an Entity**

A transfer of interest within a Franchise entity will not trigger the Right of First Refusal if only the percentage ownership changes rather than the identity of the owners. At the time of the desired transfer of interest within an entity, you must notify us in writing of the name and address of each officer, director, shareholder, member, partner or similar person and their respective ownership interest. Each such person of the Controlled Entity will sign the then current amendment and release forms or Franchise Agreement as required by us. We do not charge a transfer fee for this change.

### **7.6. Right of First Refusal**

#### **A. Third-Party Offer**

If you receive and desire to accept a signed, bona fide offer to purchase or otherwise transfer this Agreement or any interest in it (“Third-Party Offer”), you will grant us the option (the "Right of First Refusal") to purchase the Franchised Business as provided in this Section.

#### **B. Notice**

Within fourteen (14) days of receipt of Third-Party Offer, you will offer the Right of First Refusal to us by notice in writing, including a copy of the signed Third-Party Offer.

### C. Option

We will have the right to purchase the Franchised Business or interest in the Franchise Business for the price and upon the terms in the Third-Party Offer. However, we may substitute cash for any non-cash form of payment proposed and we will have sixty (60) days after the exercise of our Right of First Refusal to close the said purchase.

### D. Acceptance

If we exercise our Right of First Refusal, then we will notify you in writing within fifteen (15) days from our receipt of the Third-Party Offer from you.

### E. Binding

Upon the giving of such notice by us, there will immediately arise between us and you, or your owners, a binding contract of purchase and sale at the price and upon the terms contained in the Third-Party Offer.

If we do not exercise our Rights of First Refusal within fifteen (15) days, then you may transfer the Franchised Business or ownership interest according to the Third-Party Offer, provided that you:

- i. satisfy the conditions in Section 7.2 entitled **Transfer by You**; and
- ii. complete the sale within ninety (90) days from the day on which you received the Third-Party Offer.

If you do not conclude the proposed sale transaction within the 90-day period, the Right of First Refusal granted to us will continue in full force and effect.

## 7.7. Death or Incapacity

### A. Definition

The term “incapacity” means a condition that prevents you from reasonably carrying out your duties under this Agreement for thirty (30) consecutive days.

### B. Transfer

We may terminate this Agreement unless, within sixty (60) days of your death or incapacity, your executor, personal representative or guardian:

- i. seeks a transfer of your rights under this Agreement;
- ii. completes the transfer within six (6) months of your death or incapacity;
- iii. pays all monies owed to us, including the transfer fee, and
- iv. signs the then current transfer and release form, and

### C. New Franchisee

*The Transferee(s) must:*

- i. meet the requirements of Section 7.8 entitled Transferee Requirements.

- ii. complete Initial Training, and
- iii. enter into a new Franchise Agreement on the then current form.

#### **D. Interim Services**

An interim operator must meet the Transferee Requirements as defined in Section 7.8, except such interim operator may not enter into a new Franchise Agreement.

We are entitled to reimbursement from you or your estate for any reasonable expenses incurred continuing Services from the date of your death or incapacity until transfer or termination plus 10% of Gross Revenues for the period in which we operate or assist in the operation of the Franchised Business.

#### **7.8. Transferee Requirements**

The proposed Transferee(s) must:

- i. complete our then-current Franchisee application; and
- ii. pass our application screening using our then current qualifications; and
- iii. attend and successfully complete Initial Training; and
- iv. sign either, at our option:
  1. an assignment of the rights remaining in your Franchise Agreement, or
  2. our current Franchise Agreement with the term adjusted to such length as remains on the term of your Franchise Agreement.

### **8. Termination**

#### **8.1. Effect of Termination**

Expiration of this Agreement or Termination does not relieve any duties to comply with all of the provisions of this Agreement that require performance post-termination.

#### **8.2. Termination by Us**

We may terminate this Agreement for Cause without notice, and without the opportunity for you to cure. "Cause" means:

- a. If you do not attend and pass our Initial Training in accordance with our current passing standards;
- b. If you are convicted of a felony offense or serious misdemeanor offense involving moral turpitude;
- c. If you violate applicable laws, rules or regulations related to any franchise law, antitrust law, or securities law;
- d. If you commit fraud, misappropriation, embezzlement, or unfair and deceptive practices;
- e. If you make a material misstatement of fact or fail to disclose a material fact on a Biographical Information Form or in any requested form including the request for consideration or application,
- f. If you refuse to completely fill out a requested forms or tender supporting documentation upon reasonable request;

- g. You become insolvent, meaning unable to pay your bills in the ordinary course as they become due;
- h. If a final judgment of record against you or your Franchise Business remains unsatisfied for thirty (30) days or longer;
- i. If on your death or incapacity, the transfer process does not begin within sixty (60) days or remains incomplete after 6 months;
- j. If you abandon the Franchised Business or discontinue the active operation of the Franchised Business for three or more business days, except when active operation is not reasonably possible, such as because of a natural disaster or government order;
- k. If you provide Services outside of the Territory without our prior written permission as provided in Section 1.3.C. of this Agreement; or
- l. If you fail to remit payment required under Section 1.7.C. of this Agreement.

### **8.3. Termination by Us With the Opportunity to Cure**

We may terminate this Agreement, if the following conditions remain within thirty (30) days after sending you notice and an opportunity to cure:

- a. You violate any other term or condition of this Agreement, the Franchisee Operations Manual, or any other agreement with us; or
- b. Any amount owing to us from you is more than 30 days past due.

### **8.4. No Refund of Initial Fee**

We have no obligation to return or refund any fee to you upon termination or expiration of this Agreement.

### **8.5. Post Termination Obligations**

Upon termination or expiration of this Agreement, including a sale of the Franchise Business, you will:

- a. Cease to operate the Franchised Business;
- b. Discontinue using any of our "Marks;"
- c. Cancel all fictitious name filings which you use that includes any of our Marks;
- d. Pay to us all amounts owing to us;
- e. Reimburse Clients for any fees paid for services not yet rendered;
- f. If requested by us, transfer to us all telephone numbers used in relation to this Franchise Business by executing the form in Schedule 4, and deliver to us written proof of transfer;
- g. At our option, and upon our request, use your best efforts to assist in transferring the lease of the facility of your Franchised Business, whether it be through a new lease or assignment;
- h. Return to us or certify destruction of any paper and electronic copies of the Manual and any Confidential Information (retaining only such copies as you need for legal or tax purposes);
- i. Adhere to the post-term duties stated in Section 8.6 entitled Non-Compete and No Solicitation and any other duties that require your performance after you are no longer an Franchisee;
- j. At our option, offer to us the right to purchase your furniture, equipment, signage, fixtures, and supplies within thirty (30) days of the date of termination for the adjusted book value which is the undepreciated book value of the assets on your most recently filed federal tax return prior to the date of the termination or expiration;

- k. Abide by any other covenant in this Agreement that requires performance by you after you are no longer a franchisee;
- l. Refrain from making disparaging comments in any form about us or our current and former employees, agents, members, directors, or franchisees.

#### **8.6. Non-Compete and No Solicitation**

##### **A. Unfair Competition During the Term**

You will not unfairly compete with us at any time during the Term of this Agreement by, directly or indirectly, owning, operating, or having any interest in any competitive business and you will not directly or indirectly assist anyone in competition with us (collectively, the “Restricted Activities”) within the United States or its territories. For avoidance of doubt, a competitive business is one that offers mobile pet grooming or related pet products and services.

##### **B. Unfair Competition After the Term**

You will not unfairly compete with us for a period of two (2) years after expiration or termination of this Agreement in the Territory or within twenty-five (25) miles of the boundaries of the Territory by engaging in any Restricted Activities. This restriction applies even if you sell your Franchise Business.

##### **C. No Solicitation**

During the Restriction Period, you will not directly or indirectly provide services of a similar kind or nature to any Client except through the Franchised Business.

##### **D. Disparagement**

During the Restricted Period, you will avoid intentional conduct that leads any existing Client or vendor to modify their relationship to the harm of the Franchise Business.

#### **8.7. Purchase of Business Assets on Non-Renewal Termination**

In the event of a Termination or Expiration of this Agreement, we have will have the right, but not the obligation, to purchase the Vehicle and other assets of the Franchised Business at fair market value. The fair market value of the Vehicle will be equal to the then-current valuation assigned by Kelley Blue Book, without regard to improvement of the Vehicle for the operation of the Franchise Business. The fair market value of the other assets (including the improvements to the Vehicle) will be determined by the parties or by an independent third-party.

#### **8.8. Waiver of Bond**

If we are forced to bring suit to enforce any sections of this Agreement, you will waive any requirement that we post bond to obtain a temporary or permanent injunction to enforce these duties.

#### **8.9. Severability**

If any covenant or provision of this Agreement is determined to be void or unenforceable, in whole or in part, it will be deemed severed and removed and will not affect or impair the validity of any other covenant or provision. Further, these obligations are considered independent of any other provision in this Agreement and the existence of any Claim or cause of action by either Party to

this Agreement against the other, whether based upon this Agreement or otherwise, will not constitute a defense to the enforcement of these obligations.

## **9. Dispute Resolution**

### **9.1. Continued Performance**

Each Party will continue performance under this Agreement while the Matter is being resolved as described in this Section.

### **9.2. Internal Resolution**

Any issue that you may have arising out of or related to this Agreement (“Matter”) will be resolved as described in this Section. You must exhaust this internal dispute resolution procedure before you bring your Claim in Court.

#### **A. Notice**

You must provide written notice by sending a letter to our Chief Executive Officer (“CEO”) via either certified mail or overnight delivery through a common carrier like FedEx, UPS or DHL. The Notice must contain:

1. A description of the specific nature of the Claim,
2. All relevant facts,
3. All supporting evidence, and
4. Either the specific dollar amount of Damages, or the action requested to resolve the Matter (“Cure”);

#### **B. Response**

We will reply (“Response”) in writing within ten (10) business days with either:

1. Corrective Action Plan with a schedule of when the Matter will be resolved if it cannot be Cured within ten (10) business days; or
2. A detailed explanation of why the Matter should not be considered a breach or dispute including any supporting evidence to clarify any disputed facts.

#### **C. Meeting**

If in good faith, you do not believe the Matter is settled after the Response then within twenty-one (21) days of receipt of the Response, you may meet with the CEO or our agent in Virginia Beach, VA to discuss in person. Upon mutual agreement, the Parties may choose an alternate location or meet via video call.

#### **D. Mediation**

If in good faith, you do not believe the Matter is settled after the Meeting, then within thirty (30) days of receipt of the Response, such party will request mediation by:

- a. completing the request for mediation form at:  
[https://www.adr.org/sites/default/files/Request\\_for\\_Mediation.pdf](https://www.adr.org/sites/default/files/Request_for_Mediation.pdf)

- b. paying the applicable fee imposed and collected by the American Arbitration Association (“AAA”) to initiate a mediation proceeding, and
- c. notifying the other party.

The mediation will be conducted in accordance with the mediation rules of the AAA.

**E. Arbitration**

If a Matter cannot be resolved through Mediation, then you must submit the Matter to binding and final arbitration in accordance with the rules of the AAA.

**F. Proportionality of Fees**

Your attorney must include in your demand for arbitration an estimate for legal fees (“Budget”) necessary to establish liability and damages. The Budget will include the maximum number of: a) witness, b) experts and c) documents. The Arbitrator will evaluate the Budget for proportionality to the Cure. The Budget must be approved by the Arbitrator, before conducting any discovery, or hearings. The Arbitrator must approve any increases in the Budget.

**9.3. Enforceable**

In the event such Matter is resolved following submission to arbitration, then the decision and award determined by such arbitration will be final and binding upon both parties, enforceable by any court of competent jurisdiction.

**9.4. Costs**

Each Party will bear their own cost, including reasonable attorney's fees and expert witness fees related to the resolution of the Matter. Other than the initiation fees, the cost of the Mediator or Arbitrator will be shared equally among the Parties.

**9.5. Limitations and Waivers**

**A. Limitation of Actions.**

You will bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims.

**B. Non-Waiver of Breach**

The failure of either party to enforce any one or more of the terms or conditions of this Agreement will not be deemed a waiver of such terms or conditions or of either party's rights thereafter to enforce each and every term and condition of this Agreement.

**C. Jury Waiver.**

In any trial between any of the Parties as to any Claims, you and we will waive our rights to a jury trial and instead have such action tried by a judge.

**D. Class Action Waiver.**

You will bring any Claims, if at all, individually and you will not join such Claim with Claims of any other person or entity or bring, join or participate in a class action against us.

**E. Compensatory Damages.**

As to any Claims, you and we will waive our rights, if any, to seek or recover punitive damages.

**F. Waiver of Bond.**

If we are forced to bring suit to enforce any provision of this Agreement, you will waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

**9.6. Governing Law**

This Agreement is effective upon its acceptance in Virginia by our authorized officer. Except as to claims governed by federal law, Virginia law governs all Claims that in any way relate to or arise out of this Agreement or any of the dealings of the Parties. However, no laws regulating the sale of franchises or governing the relationship between franchisor and franchisee will apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

**9.7. Jurisdiction and Venue**

Venue and jurisdiction for any Claims will be proper solely in the state and federal court nearest to our headquarters; presently located in Virginia Beach, VA. However, if you are an Illinois or Maryland resident or your Franchised Business is located in Illinois or Maryland, you will bring any Claims, if at all, solely in arbitration before the American Arbitration Association in the city or county where our corporate headquarters are located.

**10. General****10.1. Entire Agreement**

This Agreement and all exhibits to this Agreement constitute the entire agreement between the Parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you.

**10.2. Modification**

No modifications to this Agreement will have any effect unless such modification is in writing and signed by you and by our authorized officer. We may, however, modify the provisions of the Manual, without your consent.

**10.3. Third Party Beneficiaries**

Our officers, directors, members, shareholders, agents, and employees are express third party beneficiaries to this Agreement. You are not a third-party beneficiary to any agreement between us and any other franchisee.

**10.4. Survival**

All of the covenants that may require performance after the termination or expirations will survive any termination or expiration of this Agreement.

**10.5. Severability Clause**

If any covenant or provision in this Agreement is determined to be void or unenforceable, in whole or in part, it will be deemed severed and removed and will not impair the validity of any other covenant or provision of this Agreement.

**10.6. Notices**

Any notice, authorization, consent or other communication required or permitted under this Agreement must be made in writing and will be given by mail or courier, postage fully prepaid, or delivered personally or by facsimile, to our Chief Executive Officer, at our corporate office, presently:

780 Lynnhaven Parkway, Suite 240  
Virginia Beach, VA 23452  
Phone 888-268-0321

Any such notice may also be given to you in the same manner at the address indicated with your signature on this Agreement or such other more current address as we may have on file for you. You must notify us of any change of address in writing. We may also give notice to you by e-mail or through our web-based portal.

**10.7. Acknowledgements**

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

**10.8. Release of Prior Claims**

By executing this Agreement, the Franchisee, on behalf of yourselves and your heirs, legal representatives, successors and assigns, and each assignee of this Agreement, forever releases and discharges us, our past and present employees, agents, members, officers, and directors, including any of our parent, subsidiary and affiliated entities, their respective past and present employees, agents, members, officers, and directors, from any and all Claims arising prior to the date of this Agreement. However, this release does not apply to any Claim you may have arising from representations in our Franchise Disclosure Document.

**10.9. Counterparts**

This Agreement may be executed by the parties in this Agreement in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument. The Agreement may be signed and delivered electronically via email, facsimile or other means, which will each have the same legal effect as if signed in hardcopy with traditional ink.

*[The remainder of the Page is intentionally blank]*

**10.1. Signature**

Intending to be bound by all the provisions expressed in this Agreement, on \_\_\_\_\_ (“Effective Date”) the authorized representatives of each party affix his or her signature below to signify acceptance.

Franchisee Business Entity: \_\_\_\_\_

	<b>Zoomin Groomin USA LLC</b>	<b>Franchisee Business Entity</b>
Signature		
Name		
Title		
Address		
Date		

	<b>Signator</b>	<b>Signator</b>
Signature		
Name		
Address		
Date		

## **Schedule 1-Territory**

Your Territory will be defined here.

## Schedule 2-Minimum Requirements

Growth is key. You must use commercially reasonable efforts to deliver all recommended Services. You must use commercially reasonable efforts to participate fully in all marketing programs offered by us. The following table establishes the minimum performance metrics required.

Year	Royalty Fee
1	\$125 per week
2	\$125 per week
3	\$125 per week
4	\$125 per week
5	\$125 per week
6	\$125 per week
7	\$125 per week
8	\$125 per week
9	\$125 per week
10	\$125 per week

### Schedule 3-Automatic Bank Draft Authorization

Please complete the following with your banking information and attach a voided check:

Company Name: \_\_\_\_\_

Name of Financial Institution: \_\_\_\_\_

Address of Financial Institution: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

I hereby authorize Zoomin Groomin USA LLC and the financial institution named above to initiate entries to my checking or savings accounts as identified above in accordance with the terms of my Franchise Agreement and, if necessary, to initiate adjustments for any transactions credited in error. This authority will remain in effect until I notify Zoomin Groomin USA LLC or the above-named financial institution in writing to cancel it in such time as to afford a reasonable opportunity to act on such instructions. I can stop payment of any entry by notifying the above-named financial institution at least three (3) days before my account is scheduled to be charged. I can have the amount of an erroneous charge immediately credited to my account for up to fifteen (15) days following issuance of my statement by the above-referenced financial institution or up to sixty (60) days after deposit, whichever occurs first.

Signature: \_\_\_\_\_

Printed Name of Person Signing: \_\_\_\_\_

Title (if any): \_\_\_\_\_

Application Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

## Schedule 4-Telephone Number Assignment

**THIS TELEPHONE NUMBER ASSIGNMENT AGREEMENT** is made between Zoomin Groomin USA LLC doing business as Zoomin Groomin® (“Franchisor,” “we”, “us”, or “our”) and the franchisee named below (“Franchisee”, “you” or “your”).

### **1. BACKGROUND**

- A. **The parties are entering into a Franchise Agreement (“Agreement”).**
- B. **As a condition to signing the Franchise Agreement, we have required that you appoint us Attorney in Fact, to take effect upon the expiration or termination of the Agreement, as to the telephone numbers, listings, and advertisements (collectively “Listings”) relating to your Franchise.**

### **2. TELEPHONE NUMBER ASSIGNMENT**

Upon expiration or termination of the Agreement for any reason, Franchisee’s right of use of the Listings shall terminate. In the event of termination or expiration of the Agreement, Franchisee will pay all amounts owed in connection with the Listings, and to immediately at Franchisor’s request,

- A. **take any other action as may be necessary to transfer the Listings to Franchisor or Franchisor’s designated agent,**
- B. **install and maintain, at Franchisee’s sole expense, an intercept message, in a form and manner acceptable to Franchisor on any or all of the Listings;**
- C. **disconnect the Listings; and/or**
- D. **cooperate with Franchisor or its designated agent in the removal or relisting of the Listings**

Franchisor may require Franchisee to “port” or transfer to Franchisor or an approved call routing and tracking vendor all Listings.

### **3. Appointment as Attorney in Fact.**

For value received, Franchisee hereby irrevocably appoints Franchisor as Franchisee’s attorney-in-fact, to act in Franchisee’s place, for the purpose of assigning any Listings. This appointment gives to us full power to receive, transfer or assign to us or our designee or take any other actions required of Franchisee under the Agreement. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the foregoing powers, including full power of substitution and execution or completion of any documents required or requested by any telephone or other company to transfer such Listings and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, cancellation or termination of Franchisee’s rights under the Agreement for any reason. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the

subsequent incapacity of Franchisee. This power is created to secure performance of a duty to Franchisor and is for consideration.

**4. Governing Law and Survival.**

The validity, construction and performance of this Assignment is governed by the laws of the State in which we are located. All our rights survive the termination, expiration or non-renewal of the Agreement and inure to our benefit and to the benefit of our successors and assigns.

<b>FRANCHISEE:</b>	<b>FRANCHISOR:</b>
By:	By:
Signature:	Signature:
Date:	Date:

**Schedule 5 -Personal Guaranty**

This binding contract (“Guaranty”) is between:

\_\_\_\_\_ (“Franchisor”)and  
\_\_\_\_\_ (“Guarantor”) for  
\_\_\_\_\_ (“Beneficiary”)

In exchange for awarding certain franchise rights to the Beneficiary, pursuant to a franchise agreement, along with other valuable consideration, Guarantor(s) jointly and severally personally guarantee the payment of any money and the performance of any obligation of the Beneficiary to Franchisor. Therefore, each Guarantor will pay the Franchisor, on demand and without offset, any sum due to the Franchisor by the Beneficiary arising out of or related to the Franchise Agreement. Guarantor further will pay all costs of collection including reasonable attorney’s fees.

This Guaranty will be a continuing and irrevocable guaranty and indemnity for indebtedness of the Beneficiary. The Guarantor will, to the extent permitted by law, waive the Homestead exemption, notice of acceptance, notice of presentment, demand, non-payment, dishonor and protest, along with the right to require Franchisor to proceed against the Beneficiary. Furthermore, Guarantor consents to and waives notice of any modification, amendment or extension of the terms of any Agreement between Franchisor and Beneficiary. Guarantor authorizes Franchisor to obtain and use Consumer Reports from time to time on the Guarantor for the sole purpose of evaluating current and ongoing creditworthiness.

This Guaranty will not exceed five million dollars (\$5,000,000) and will remain in force for ten (10) years from date of execution of the Beneficiary’s franchise agreement. Guarantor may revoke this Personal Guaranty only by providing Franchisor written notice via certified mail of its intent to revoke. Revocation will not relieve any obligations incurred prior to receipt of such notice subject to the limit set forth above. Subsequent agreements and credit applications will not serve to alter, supersede or otherwise modify this Personal Guaranty.

Electronic signatures will be deemed valid having the same legal as if it were physically executed. Use of an electronic signature will be consistent with the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act (“UETA”) and any applicable state law. Each Guarantor signifies the intent to be bound to the terms of this Guaranty by affixing their signatures in the space provided below.

_____ <b>Guarantor 1(Signature)</b>	_____ <b>Printed Name</b>	_____ <b>Date</b>
_____ <b>Guarantor 2(Signature)</b>	_____ <b>Printed Name</b>	_____ <b>Date</b>

### Schedule 6-Release Agreement

THIS RELEASE AGREEMENT is made and given by \_\_\_\_\_, (“Releasor”) with reference to the following facts:

1. Releasor and Zoomin Groomin USA LLC doing business as Zoomin Groomin® (“Releasee”) are parties to one or more Franchise Agreements.
2. The following consideration is given:

\_\_\_\_\_ the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the “Franchise”); or  
\_\_\_\_\_ Releasor’s consent to Releasee’s transfer of its rights and duties under the Franchise Agreement; or  
\_\_\_\_\_ Releasor’s consent to Releasee’s assumption of rights and duties under the Franchise Agreement; or

\_\_\_\_\_ [insert description]

3. Release- Franchisee and all Franchises’ guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Area Representatives, Franchisees, successors, assigns and affiliates (collectively “Released Parties”) from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Area Representative could assert against Released Parties or any of them up through and including the date of this Release.
4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.
5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.*

6. This Release Agreement does not apply to any liabilities arising under the California Franchise Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise

laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, or the rules adopted thereunder.

Approved and agreed to by:

<b>Franchisee</b>	<b>Franchisor</b>
Signature:	
Name:	
Date:	

Please date, sign, and keep this copy for your records.

**Exhibit C-List of State Administrators and Registered Agents**

<b>State</b>	<b>State Administrator</b>	<b>Agent for Service of Process</b>
California	Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 2101 Arena Blvd Sacramento, CA 95834 1-866-275-2677 <a href="http://www.dfpi.ca.gov">www.dfpi.ca.gov</a> <a href="mailto:ask.dfpi@dfpi.ca.gov">ask.dfpi@dfpi.ca.gov</a>	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 <a href="http://www.dfpi.ca.gov">www.dfpi.ca.gov</a> <a href="mailto:ask.dfpi@dfpi.ca.gov">ask.dfpi@dfpi.ca.gov</a>
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 Phone Number (860) 240-8299
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
Indiana	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204
Kentucky	Kentucky Attorney General 700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020

<b>State</b>	<b>State Administrator</b>	<b>Agent for Service of Process</b>
	(410) 576-6360	
Michigan	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 373-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance 1200 N Street-Suite 311 Post Office Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 <sup>st</sup> Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Ave Albany, NY 12231  (518) 473-2492 Phone
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588	Department of Business Regulation Securities Division John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9588
South Dakota	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-773-3563	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
Texas	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769	

<b>State</b>	<b>State Administrator</b>	<b>Agent for Service of Process</b>
Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
Virginia	State Corporation Commission Division of Securities and Retail Franchising, 9 <sup>th</sup> Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Securities Division, Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608) 266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

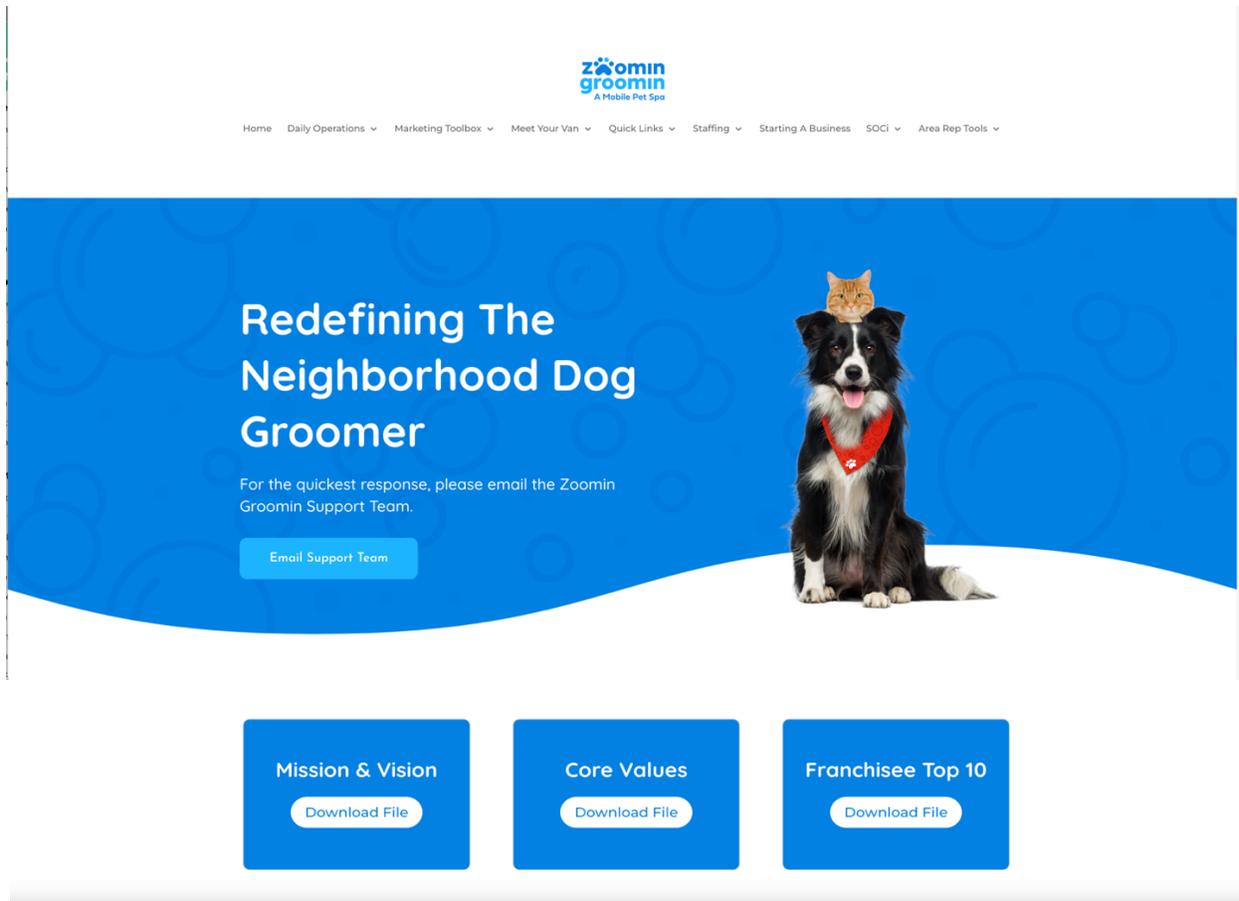
### Exhibit D-Table of Contents of Operations Manual

Topic	Sub-topic	Page Count
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	Core Values	1
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Starting a Business	Checklist: Get Ready To Be Best In Show!	7
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	Chart of Accounts	1
SOCi	SOCi Log in	1
	SOCi Instruction Guides	48
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<b>Total</b>		<b>532</b>

\*Page count includes webpages, PDF files, template files, images, video recordings, and audio recordings

\*\*In certain cold climates, you may have to winterize certain grooming equipment used in the Vehicle at nighttime or when it is not in use to ensure lines do not freeze.

This Manual is maintained in an online format. As of the Issuance date, the landing page appears as follows:



Please Note: The contents of this Manual are confidential and subject to the Confidentiality Clause in your Area Representative Agreement.

### Exhibit E-1- List of Franchisees

The following is a list of the names of all franchisees and the addresses, email, and telephones numbers of their outlets as of the end of our last fiscal year, December 31, 2023.

Each “Vehicle” is an outlet of the Franchised Business.

Operational Outlets:

State	Location	Owner	Mailing Address	E-Mail	Phone
California	Los Angeles	AMAN Corp.	24016 Hillhurst Dr., West Hills, CA 91307	happytails@zoomingroomin.com	818-671-4010
	Los Angeles (2 Vehicles)	Zoomin LA Inc.	10 Hackamore Lane, Bell Canyon, CA 91307	AR.LA@zoomingroomin.com	818-877-4727
Colorado	Highlands Ranch (3 Vehicles)	P&A Ortiz Inc.	9994 Blackbird Place, Highlands Ranch, CO 80130	zghighlandsranch@zoomingroomin.com	303-529-4645
	Littleton	38th State Enterprises LLC	6877 S Hill St., Littleton, CO 80120	zglittleton@zoomingroomin.com	303-900-0067
Connecticut	Norwalk	Fairfield County Grooming LLC	22 Laurel Ln., Wilton, CT 06897	tidytails@zoomingroomin.com	203-599-0116
	West Hartford	Gibbs Grooming, LLC	14 Plymouth Rd., Hartford, CT 06119	Weha@zoomingroomin.com	860-733-6001
Florida	Boca Delray	ZG BOCA/DELRAY LLC	3927 NW 58th Street, Boca Raton, FL 33496	Boca-DelRay@zoomingroomin.com	561-464-2929
	Lakeland	MVH Grooming Inc.	2734 Southington Ave., Lakeland, FL 33803	matthew@zoomingroomin.com	863-777-2044
	Orlando	Healthy Pets LLC	11413 Wakeworth St., Orlando, FL 32836	greaterorlando@zoomingroomin.com	407-910-2922
	Parkland	AG & NP Group LLC	401 Bermuda Spring Dr., Weston, FL 33326	westflorida@zoomingroomin.com	754-755-5611
	West Melbourne	Spicy Chipmunk Solutions LLC	8578 Amington Lane Chesterfield VA 23832	groominchesterfield@zoomingroomin.com	321-541-0725
	Weston	Woof & Bubbles Inc	1510 Lantana Drive, Weston, FL 33326	weston@zoomingroomin.com	954-990-0404
Georgia	Alpharetta	Ortega Paawssion Groomin, LLC	245 Hunnicutt Rd SE, Mableton, GA 30126	zgalpharetta@zoomingroomin.com	678-999-1699

Maryland	South Laurel Bowie	Samaries, Inc.	14602 Wern Way, Laurel MD 20707	laurelbowie@zoomingroomin.com	240-800-1960
Massachusetts	Boston (3 Vehicles)	Suelajen LLC	21 Aspin Rd., Sharon, MA 02067	jloomis@zoomingroomin.com	781-792-1888
	Waltham	Happy Pets, LLC	37 Glen Ave., Lexington, MA 01824	Happypets@zoomingroomin.com	617-702-0018
Michigan	Detroit	DCLT, LLC	1185 Manderly Drive, Milford, MI 48381	westoakland@zoomingroomin.com	248-864-0016
Minnesota	Woodbury	Love & Go Enterprises Corp.	10531 Golden Eagle Trail, Woodbury, MN 55129	cutepaws@zoomingroomin.com	651-382-1001
Missouri	Ladue	Confirmed PR LLC	8 Twin Springs Lane, St. Louis, MO 63124	Paws@zoomingroomin.com	314-930-3888
	Overland Park, Kansas	Labrador LLC	PO Box 115, Basehore, KS 66007	KC@zoomingroomin.com	913-444-5012
	Springfield (3 Vehicles)	Lyla Enterprises, Inc.	513 E. Montrose Dr., Springfield, MO 65810	dina@zoomingroomin.com	417-220-8177
Nevada	Nanuet (2 Vehicles)	Rockland Grooming LLC	8 Birchwood Ave Unit 2, Nanuet, NY 10954	Fancypaws@zoomingroomin.com	845-200-2062
	Summerlin	Lonla LLC	1252 Rocky Gap St, Unit 102, Las Vegas, NV 89135	Lonla@zoomingroomin.com	702-905-1056
	SW Las Vegas	Coldren Clips Inc.	11018 Winter Rise St., Las Vegas, NV 89141	groomingswvegas@zoomingroomin.com	702-960-0067
New York	Brooklyn	Mobile Companion Care LLC	606 W. 57th St. Apt 757, New York, NY 10019	NYC@zoomingroomin.com	718-603-9008
	Holtsville	Apex Prosperity Incorporated	239 Blue Point Rd. W, Holtsville, NY 11742	zgofoholtsville@zoomingroomin.com	631-880-6040
	Long Beach	Fluff-N-Buff, LLC	87 Delaware Avenue, Long Beach, NY 11561	LBNY@zoomingroomin.com	516-879-7006
	Smithfield	Bubbly Barks Inc.	47 W. Main Street, Smithtown, NY 11787	smithtownzg@zoomingroomin.com	631-515-5600
	Valley Stream	Pet Spa & Grooming	5 Sunrise Plaza, Valley Stream, NY 11580	nycgrooms@zoomingroomin.com	917-967-0008
North Carolina	Mooresville	FAGK Industries Inc.	143 Championship Dr., Mooresville, NC 28115	Petlove@zoomingroomin.com	704-702-0606
	North Raleigh	Beach Bee Dog Grooming LLC	908 Dixie Drive, Virginia Beach, VA 23452	furrytailadventures@zoomingroomin.com	919-944-4707

	Wilmington	777 Enterprises Inc	609 Third St. S, Carolina Beach, NC 28428	Carolinagrooming@zoomingroomin.com	910-839-8008
Ohio	Columbus (2 Vehicles)	Tijokim, LLC	7463 Canal Highlands Blvd., Canal Winchester, OH 43110	joshfitzgerald@zoomingroomin.com	757-237-0544 / 614-797-0058
	East Cincinnati	Beeman & Associates LLC	3754 N Berkley Cir., Cincinnati, OH 45236	cincieast@zoomingroomin.com	513-838-2599
	NW Columbus	Jose Moran, Sole Proprietor	10928 Bellflower Drive, Plain City, OH 43064	ColumbusNW@zoomingroomin.com	203-405-0036
Oklahoma	Edmond	Fritzcoe LLC	3336 NW 188th St., Edmond, OK 73012	GroominEdmond@zoomingroomin.com	405-384-1003
South Carolina	Greenville	Waggin Wheels LLC	6001 North Mount Vernon Dr., Seneca, SC 29672	864@zoomingroomin.com	864-532-5004
	Lexington	Waggin Wheels LLC	9801 Westheimer Rd #300, West Columbia, SC 77042	803@zoomingroomin.com	803-832-1717
Tennessee	Arlington	Zoomin In Memphis LLC	1440 Harrell Dr., Arlington, TN 38002	901@zoomingroomin.com	901-881-9009
Texas	Austin	BRT-ATX INC	1140 Clearwing Cir., Georgetown, TX 78626	groominaustin@zoomingroomin.com	512-456-8600
	Colleyville	S&F Pet Spa Operations DFW LLC	3460 N Ruley Pl., Hurst, TX 76054	ar.dfw@zoomingroomin.com	214-894-1294
	Houston (2 Vehicles)	Z&G LLC	PO Box 782, Friendswood, TX 77546	Groomininhouston@zoomingroomin.com	832-777-7965
	Rockwall (2 Vehicles)	Rockwall Grooming LLC	989 Lazy Brooke Dr., Rockwall, TX 75087	Youbarkwepark@zoomingroomin.com	972-947-2868
	Tarrant (2 Vehicles)	Impawsibly Clean Mobile Grooming LLC	901 Hunter Lane, Tarrant, TX 76182	dfwpets@zoomingroomin.com	817- 857-4111
Utah	Davis	Beckham Unlimited LLC	862 Weaver Lane, Layton, UT 84041	Sbeckham@zoomingroomin.com / Cbeckham@zoomingroomin.com	385-955-6120
Virginia	Chesapeake (2 Vehicles)	KLC & Fam, LLC	1904 Brentford Ln., Chesapeake, VA 23322	zgchesapeake@zoomingroomin.com	757-732-0055
	Chesterfield (2 Vehicles)	Spicy Chipmunk Solutions, LLC	8578 Amington Ln., Chesterfield, VA 23832	Groominchesterfield@zoomingroomin.com	804-977-9229
	Hanover	Groomin Richmond AR Inc	1924 Land of Promise Rd., Chesapeake, VA 23322	zghanover@zoomingroomin.com	804-708-3511

	Henrico	Parker Paws LLC	1109 Beautiful St., Virginia Beach, VA 23451	Henrico@zoomingroomin.com	804-708- 77773
	Norfolk (2 Vehicles)	Splish Splash Doggie Bath LLC	PO Box 3102, Virginia Beach, VA 23454	zgnorfolk@zoomingroomin.com	757-732- 0066
	Suffolk	Dog Days Gone Inc.	1108 Birdneck Lake Dr., Virginia Beach, VA 23451	ZGSuffolk@zoomingroomin.com	757-506- 0702
	Virginia Beach (3 Vehicles)	Four Paws VB, LLC	1209 Warner Hall Dr., Virginia Beach, VA 23454	Katie@zoomingroomin.com Troy@zoomingroomin.com	757-500- 0210
	Williamsbu rg	My Bark & Moew	6232 Oakglen Dr., Suffolk, VA 23435	GroominWB@zoomingroomin.com	757-644- 0884

Franchise Agreement Signed, but not opened as of December 31, 2023:

Location	Owner	Address	Email	Phone
Connecticut	FCZG Inc.	1440 Fairfield Beach Rd., Fairfield, CT 06824	woof@zoomingroomin.com	203-405- 0036
Florida	North Star West Inc.	48 Warner Rd, Huntington, NY 11743	relax@zoomingroomin.com	239-488- 5909
	SOFLOSCCS Inc.	2624 Hunters Run Trail, Virginia Beach, VA 23456	soflogroomin@zoomingroom in.com	239-350- 2007
	Giro Dream LLC	15263 Night Heron Dr., Winter Green, FL 34787		407-745- 1707
	Miami Groomer Inc.	3232 Coralway Miami, FL 33145	Brickellzg@zoomingroomin. com	305-703- 0001
	Furry Pfau Inc.	147 Conquest Ave., Crestview, FL 32536	zgakaloosa@zoomingroomin. com	850-930- 3010
	ZG Pets Inc.	607 Hibiscus Trail, Melbourne Beach, FL 32951	jess@zoomingroomin.com	321-329- 5050
	Chuz LLC	1175 Park Lane # 103, Davenport, FL 33896	grooming4u@zoomingroomi n.com	305-703- 0016
	JUVANI LLC	1243 Skylark Dr., Weston, FL 33327	zgsiami@zoomingroomin.c om	631-446- 3300
Maryland	J & J Grooming Inc.	7911 McKaig Rd., Fredrick, MD 21701	ZGfrederick@zoomingroomi n.com	301-579- 0101
New York	Victoria Mitacchione & Rocco DiRico	1500 Caryl Court, Elmont, NY 11030	EastNassauZG@zoomingroo min.com	516-855- 3559
	LI East End Grooming Inc.	38 Terapin Street, Mastic, NY 11950	Lleastendgrooming@zoomin groomin.com	786-841- 0105
North Carolina	These 3 pups Inc.	14 Weatherford Rd., Gates, NC 27937	these3pups@zoomingroomin. com	252-242- 0071
Ohio	Zoom Pets LLC	3191 Green Turtle Dr., Dayton, OH 45414	southdayton@zoomingroomi n.com	937-914- 1004
Texas	Louis H Huynh Enterprises LLC	2609 Windy Vane Dr., Plugerville, TX 78660	capcity@zoomingroomin.co m	512-900- 4204
	Chosen Few LLC	20411 Springville Ridge Ct., Richmond, TX 77407	dwright.facey@zoomingroomi n.com	832-400- 9224

	Kojanum LLC	842 Graystone Dr., Garland, TX 75043	mobilegrooms@zoomingroo- min.com	972-833- 6064
Utah	M12 Enterprises	2397 N 2390 W Clinton, UT 84015	801@zoomingroomin.com	801-285- 6988

### Exhibit E-2-List of Former Franchisees

The following is a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

California – Los Angeles*	Imad Kandela	818-224-8056
Columbus – Ohio*	Taylor Shroyer	6146574584
Florida – West Melbourne*	Danielle Coke	(832) 777-7965
New York – Long Beach*	Don Harvey	917-847-0214
Texas – Austin *	Lisa Peterson Binch	832-671-8433
Texas – Houston*	David Yaw	(832) 777-7965

\* Transferred by franchisee to a new owner.

Note: If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Franchised System.

**Exhibit F- Financial Statements**

# ZOOMIN GROOMIN USA LLC

## FINANCIAL STATEMENTS

### WITH INDEPENDENT AUDITOR'S REPORT

FOR THE THREE YEARS ENDED DECEMBER 31, 2023

DASH Business Solutions, LLC  
1127 Royal Palm Beach Blvd #408  
Royal Palm Beach, FL 33411  
561.247.5303  
info@dash.cpa

# ZOOMIN GROOMIN USA LLC

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# **DASH Business Solutions, LLC**

## ***Independent Auditor's Report***

To the Members of  
Zoomin Groomin USA LLC

### ***Opinion***

We have audited the accompanying financial statements of Zoomin Groomin USA LLC, which comprise the balance sheets as of December 31, 2023, and the related statements of operations, members' equity, and cash flows for the three years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Zoomin Groomin USA LLC as of December 31, 2023, and the results of its operations and its cash flows for the three years then ended, in accordance with the generally accepted accounting principles in the United States of America.

### ***Basis for Opinion***

The audit was conducted in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. The auditor is required to be independent of Zoomin Groomin USA LLC and meet other ethical responsibilities in accordance with the relevant ethical requirements relating to the audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with generally accepted accounting principles 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 Zoomin Groomin USA LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

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

# DASH Business Solutions, LLC

## *Auditor's Responsibilities for the Audit of the Financial Statements (Continued)*

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

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

*DASH Business Solutions, LLC*

DASH Business Solutions, LLC  
Royal Palm Beach, FL  
March 22, 2024

## ZOOMIN GROOMIN USA LLC

	Balance Sheets		
	December 31		
	<u>2023</u>	<u>2022</u>	<u>2021</u>
<b>ASSETS</b>			
Current Assets			
Cash and Cash Equivalents	\$ 111,382	\$ 4,894	\$ 15,809
Inventory	7,308	84,180	212,647
Accounts Receivable	212,876	161,766	70,000
Prepaid Expenses	1,538	28	-
Income Tax Asset	385,004	-	-
Due From Affiliates	2,429,123	176,000	-
Total Current Assets	<u>3,147,231</u>	<u>426,868</u>	<u>298,456</u>
Other Assets			
Intangible Assets, Net	72,000	78,000	84,000
Notes Receivable	170,063	255,386	161,488
Total Other Assets	<u>242,063</u>	<u>333,386</u>	<u>245,488</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 3,389,294</u></u>	<u><u>\$ 760,254</u></u>	<u><u>\$ 543,944</u></u>
<b>LIABILITIES &amp; EQUITY</b>			
Current Liabilities			
Accounts Payable	\$ 83,586	\$ 2,056	\$ 2,012
Due To Affiliates	45,000	171,504	523,260
Deferred Tax Asset	385,004	-	-
Unearned Revenue	40,000	-	-
Deferred Revenue - Current	520,782	39,540	7,008
Total Current Liabilities	<u>1,074,372</u>	<u>213,100</u>	<u>532,280</u>
Long-Term Liabilities			
Deferred Revenue	4,125,904	1,240,410	222,550
Total Long-Term Liabilities	<u>4,125,904</u>	<u>1,240,410</u>	<u>222,550</u>
Total Liabilities	<u>5,200,276</u>	<u>1,453,510</u>	<u>754,830</u>
Members' Equity			
Retained Earnings	<u>(1,810,982)</u>	<u>(693,256)</u>	<u>(210,886)</u>
Members' Equity	<u>(1,810,982)</u>	<u>(693,256)</u>	<u>(210,886)</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>\$ 3,389,294</u></u>	<u><u>\$ 760,254</u></u>	<u><u>\$ 543,944</u></u>

See accompanying Notes to Financial Statements

# ZOOMIN GROOMIN USA LLC

## Statements of Operations For The Three Years Ended December 31

	2023	2022	2021
<b>Revenues</b>			
Franchise Fees	\$ 260,076	\$ 24,545	\$ 584
Marketing & Technology Revenue	103,849	10,059	-
Area Rep Sales Revenue	484,754	55,248	1,346
Royalty Revenue	376,630	92,640	33,059
Other Income	113,749	-	-
Interest Income	57,843	23,128	-
<b>Total Revenues</b>	<b>1,396,901</b>	<b>205,620</b>	<b>34,989</b>
<b>Expenses</b>			
Advertising and Marketing	280,833	96,532	104,871
Amortization Expense	6,000	6,000	6,000
Area Rep Expense	568,628	74,059	-
Bank Fees	884	1,063	120
Commissions and Consulting	198,260	9,750	425
Contract Labor	4,025	3,750	60,000
Filing Fees	7,905	5,951	250
Insurance Expense	5,368	4,203	4,780
Legal and Professional	12,145	10,294	34,634
Licenses & Fees	601	535	-
Meal Expense	10,425	5,372	3,021
Meeting Expense	2,027	10,737	4,258
Office Supplies and Expense	5,891	9,822	9,680
Overhead - Corporate	394,933	118,779	-
Overhead - Marketing & Sales	743,021	205,038	-
Payroll Taxes	12,267	5,191	2,495
Postage and Shipping	1,810	1,463	638
Salaries and Wages	163,480	71,349	31,978
Technology Expense	32,411	33,437	11,147
Training Expense	31,004	-	-
Travel Expense	25,712	12,748	11,578
Van Sales Expense	6,997	1,917	-
<b>Total Expenses</b>	<b>2,514,627</b>	<b>687,990</b>	<b>285,875</b>
<b>Net Income (Loss)</b>	<b>\$ (1,117,726)</b>	<b>\$ (482,370)</b>	<b>\$ (250,886)</b>

See accompanying Notes to Financial Statements

## ZOOMIN GROOMIN USA LLC

### Statements of Changes in Members' Equity For The Three Years Ended December 31, 2023

Equity at January 1, 2021	\$	-
Member Contributions		40,000
Member Distributions		-
Net Income (Loss)		<u>(250,886)</u>
Equity at December 31, 2021	\$	<u>(210,886)</u>
Equity at January 1, 2022	\$	(210,886)
Member Contributions		-
Member Distributions		-
Net Income (Loss)		<u>(482,370)</u>
Equity at December 31, 2022	\$	<u>(693,256)</u>
Equity at January 1, 2023	\$	(693,256)
Member Contributions		-
Member Distributions		-
Net Income (Loss)		<u>(1,117,726)</u>
Equity at December 31, 2023	\$	<u>(1,810,982)</u>

See accompanying Notes to Financial Statements

# ZOOMIN GROOMIN USA LLC

## Statements of Cash Flows For The Three Years Ended December 31, 2023

	2023	2022	2021
<u>Cash Flows From Operating Activities:</u>			
Net Income (Loss)	\$ (1,117,726)	\$ (482,370)	\$ (250,886)
Adjustments to Reconcile Net Loss to Net Cash Provided by Operating Activities:			
Depreciation & Amortization	6,000	6,000	6,000
Changes in Assets and Liabilities			
(Increase) Decrease in Inventory	76,872	128,467	(212,647)
(Increase) Decrease in Accounts Receivable	(51,110)	(91,766)	(70,000)
(Increase) Decrease in Prepaid Expenses	(1,510)	(28)	-
Increase (Decrease) in Accounts Payable	81,530	44	2,012
Increase (Decrease) in Unearned Revenue	40,000	-	-
Increase (Decrease) in Deferred Revenue	3,366,736	1,050,392	229,558
Net Cash Provided by Operating Activities	2,400,792	610,739	(295,963)
<u>Cash Flows From Investing Activities:</u>			
Due To Affiliates	(126,504)	(351,756)	523,260
Due From Affiliates	(2,253,123)	(176,000)	-
Purchase of Assets	-	-	(90,000)
Notes Receivable Assets	85,323	(93,898)	(161,488)
Net Cash Provided by Investing Activities	(2,294,304)	(621,654)	271,772
<u>Cash Flows From Financing Activities:</u>			
Members' Contributions	-	-	40,000
Net Cash Provided by Financing Activities	-	-	40,000
Net Change in Cash	106,488	(10,915)	15,809
Cash - Beginning of Period	4,894	15,809	-
Cash - End of Period	\$ 111,382	\$ 4,894	\$ 15,809
<u>Supplementary Disclosures Of Cash Flows</u>			
Cash Paid For Interest	\$ -	\$ -	\$ 728
Cash Paid For Income Taxes	\$ -	\$ -	\$ -

See accompanying Notes to Financial Statements

# ZOOMIN GROOMIN USA LLC

## Notes to the Financial Statements

### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### *Organization and Nature of Business*

Zoomin Groomin USA LLC (hereinafter “Company”) was formed on December 20, 2020 as a Virginia limited liability company for the purpose of offering franchise opportunities and support for entrepreneurs who want to own a franchise location of Zoomin Groomin, a mobile pet grooming company.

#### *Basis of Accounting*

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

#### *Use of Estimates*

The preparation of financial statements in conformity with generally accepted accounting principles in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

#### *Cash and Cash Equivalents*

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. Also included with cash equivalents are deposits in-transit from banks for payments related to third-party credit card and debit card transactions.

#### *Financial Instruments*

For certain of the Company’s financial instruments, including cash and cash equivalents, accounts receivable, long term notes receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities.

#### *Inventory*

Inventory is valued at cost when purchased and is accounted for using the specific identification method of valuation. The inventory consists of vehicles and trailers held for future resale to franchises. The Company will recognize future income from the sales as ordinary other income on the date the title is transferred. Subsequent to the year ended December 31, 2023, the Company will no longer hold title to the vehicles and thus, the vehicles will not be recorded as inventory of the Company in subsequent years.

# ZOOMIN GROOMIN USA LLC

## Notes to the Financial Statements

### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

#### *Accounts Receivable*

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and other revenues. These receivables are carried at original invoice amount less an estimate made for doubtful receivables, based on a review of outstanding amounts. At December 31, 2023, the Company had accounts receivables of \$212,876, and all accounts are deemed collectible.

#### *Other Assets*

The Company has three intangible assets consisting of contracts valued at \$30,000, goodwill valued at \$30,000, and trademarks valued at \$30,000. The equal allocation for each asset was made by current management and is believed to be an accurate representation of the intangible assets acquired when the Company was purchased. Intangible assets are amortized over a fifteen-year period using the straight-line method, and are measured annually for impairment. The annual amortization is \$2,000 per asset per year, beginning with the year ending December 31, 2021, and the assets are presented at net value on the balance sheet as Intangible Assets. The total amortization expense for the intangible assets during the next five years will be \$6,000 per year.

The Company has notes receivable from franchises based on financing provided by the Company to fund their initial purchase and/or provide working capital loans. The terms of the promissory note include a fixed interest rate of twelve percent (12%) annually and the notes have various due dates. Total interest income for the Company is reflected in the financial statements and included in income from operations.

#### *Concentration of Risk*

The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

#### *Subsequent Events*

Management has reviewed and evaluated subsequent events through March 22, 2024, the date on which the financial statements were issued.

#### *Advertising Costs*

The Company expenses advertising costs as they are incurred.

#### *Prepaid Expenses*

Prepaid expenses presented on the balance sheet represent amounts paid for employee health benefits that are required to be paid annually in advance.

# ZOOMIN GROOMIN USA LLC

## Notes to the Financial Statements

### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

#### *Revenue Recognition*

The Financial Accounting Standards Board (“FASB”) issued codification Topic 606, Revenue from Contracts with Customers (ASC 606). Under ASC 606, the franchisor must determine if the pre-opening activities contain any distinct goods or services, known as performance obligations, and then allocate the initial franchise fees to those performance obligations using the stand-alone selling price of the goods or services. The Company has instituted ASC 606 using the full retrospective approach. The franchise fee revenue is recognized equally over a ten-year period, amortized monthly based on the contract signing date.

The Company’s revenues consist of fees from franchises such as initial franchise fees, royalties, marketing fees, area representative fees, and other fees. The franchise fees are initially deferred revenue and recognized monthly. If the contract is signed before the fifteenth day of the month, half of the monthly accrual amount is recognized. If the contract is signed on or after the fifteenth day of the month, the entire month of the accrual is recognized. The royalty revenue and other fees are recognized when earned and are based on a percentage of gross sales of each individual franchise according to the franchise contract. The Company is obligated to provide the franchise with specific performances, including name and trademark use, as outlined in the franchise disclosure document. The initial franchise fee: is not refundable; is typically collected upon contract signing; and, future allocations of the initial franchise fees have no risk of impairment. When a franchise terminates the contract, the remainder of the initial franchise fee may be recognized in the year of termination.

#### *Income Taxes*

The entity is structured as a limited liability company under the laws of the State of Virginia. The Company has elected to be treated as a corporation for federal and state income tax purposes. The Company follows the guidance under Accounting Standards Codification Topic 740, Accounting for Uncertainty in Income Taxes, which prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the Company. The Company has not identified any uncertain tax positions for the three years ending December 31, 2023. The Company has a net operating loss carryforward that may be used to offset future income tax expense. At December 31, 2023, Management estimated the benefit of the operating loss and recorded an income tax asset on the balance sheet based on the current federal and state corporate tax rates of twenty-one percent and five percent, respectively. The Company’s income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed.

### NOTE 2 - RECLASSIFICATIONS

Certain reclassifications and combinations have been made to allow for conformity and clarity. The updates have not materially changed the financial statement and were completed as part of the audit process.

# ZOOMIN GROOMIN USA LLC

## Notes to the Financial Statements

### NOTE 3 - OTHER INCOME

During the year ending December 31, 2023, the Company has commission income of \$48,810, transfer fee income of \$50,250, and Employee Retention Credit income of \$14,689 as reflected in the Other Income category in the financial statements.

### NOTE 4 - RELATED PARTY TRANSACTIONS

During the year ended December 31, 2022, the Company began allocating overhead costs of the managing affiliate for services provided to the Company based on the percentage of time spent on the Company by affiliate through the use of shared labor, utilities, office space, and other overhead costs. The allocation was deemed reasonable by management and the services are allocated by the same allocation method amongst multiple franchisor affiliates. The summary allocations are reflected in the financial statements and the repayment is adjusted through the affiliate loan accounts. The details of the overhead expenses are as follows:

	<b>2023</b>	<b>2022</b>
Marketing Overhead	54,450	37,436
Sales Overhead	688,571	167,602
<b>Total</b>	<b>743,021</b>	<b>205,038</b>
Consulting Overhead	96,872	3,831
Training Overhead	-	8,000
Legal Overhead	76,854	33,897
Operations Overhead	32,226	4,808
IT Overhead	11,708	10,881
Mapping Overhead	55,666	18,386
Event Management Overhead	25,692	9,000
Accounting Overhead	55,900	29,976
Facilities Overhead	31,842	-
Assistant Overhead	8,173	-
<b>Total</b>	<b>394,933</b>	<b>118,779</b>

### NOTE 5 - AFFILIATE LOANS

During the ordinary course of business, the Company enters into transactions with related parties primarily due to short term advances and cost reimbursements. The amounts are reflected on the balance sheet as affiliate loan assets and/or affiliate loan liabilities and are expected to be repaid during the subsequent year. There are no written terms of repayment and no interest charged. Any amounts outstanding after the subsequent twelve months will be included in a formal note with an imputed interest rate, if applicable.

# ZOOMIN GROOMIN USA LLC

## Notes to the Financial Statements

### NOTE 6 - COMMITMENTS AND CONTINGENCIES

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is “probable” and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is “probable” but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is “reasonably possible,” disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are “remote” are neither accounted for nor disclosed. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

### NOTE 7 - UNEARNED REVENUE

At times, the Company receives deposits from prospective franchises for purchases of a franchise prior to an authorized person signing the contract for the franchise. The funds are held as Unearned Revenue until the contract is executed.

### NOTE 8 - DEFERRED REVENUE

As stated in Note 1, under ASC 606, Management has determined that revenue from the initial franchise fee should be recognized equally over a ten-year period monthly beginning when the contract is signed. At December 31, 2023, the amounts in deferred revenue consist of the current portion that will be recognized during the subsequent calendar year, and the long-term portion that will be recognized as previously stated.

### NOTE 9 - FRANCHISE AGREEMENT

The terms of the Company’s franchise agreement will be as follows:

- A. The Company will grant the right to use the Company name, trademark and system in the franchisees franchise development business.
- B. The franchisee is obligated to pay a non-refundable initial franchise fee.
- C. The franchisee is obligated to pay a monthly royalty fee and other fees as outlined in the agreement.
- D. All other terms of the Franchise Disclosure Document.

## EXHIBIT G-State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

<u>Effective Dates</u>	
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

## Exhibit H-Receipt

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully.

If Zoomin Groomin USA LLC doing business as Zoomin Groomin® offers you a franchise, it must provide this Franchise Disclosure Document to you fourteen (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.

Under Illinois, Iowa, Maine, Nebraska, New York, Oklahoma, Rhode Island, or South Dakota law, if applicable, we must provide this Franchise Disclosure Document to you at your first personal meeting to discuss the franchise.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or ten (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 we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit C.

The franchisor, Zoomin Groomin®, is located at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452.

Issuance date: March 28, 2024

The franchise seller for this offering is:

<b>Seller</b>	<b>Address</b>	<b>City, State Zip</b>	<b>Phone</b>
Jamie Marcil (Loyalty Brands)	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(833) 920 0735
Kelly Wyatt (Loyalty Brands)	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(757) 560 1040
Taylor Romanelli (Loyalty Brands)	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(833) 920-0735
Gwendolyn DiFerndinando	6307 Thornblade Court	Greensboro, NC 27410	(336) 207 0071
Erik Klumpe (Loyalty Brands)	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23454	(833) 920-0735
Sandra Stow	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(866) 554-7666

John T. Hewitt (Loyalty Brands)	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(888) 268-0321
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We have authorized the respective state agencies identified on Exhibit C to receive service of process for us in the particular state.

I have received a Disclosure Document dated March 28, 2024, that included the following:

Received	Reference	Name
<input checked="" type="checkbox"/>	ITEM 1-ITEM 23	Franchise Disclosure Document
<input checked="" type="checkbox"/>	EXHIBIT A	State Addendum
<input checked="" type="checkbox"/>	EXHIBIT B	Franchise Agreement
<input checked="" type="checkbox"/>	Schedule 1	Territory
<input checked="" type="checkbox"/>	Schedule 2	Minimum Requirements
<input checked="" type="checkbox"/>	Schedule 3	Automatic Bank Draft Authorization
<input checked="" type="checkbox"/>	Schedule 4	Telephone Number Assignment
<input checked="" type="checkbox"/>	Schedule 5	Personal Guaranty
<input checked="" type="checkbox"/>	Schedule 6	Release
<input checked="" type="checkbox"/>	EXHIBIT C	List of State Administrators and Registered Agents
<input checked="" type="checkbox"/>	EXHIBIT D	Table of Contents of Operations Manual
<input checked="" type="checkbox"/>	EXHIBIT E-1	List of Franchisees
<input checked="" type="checkbox"/>	EXHIBIT E-2	List of Former Franchisees
<input checked="" type="checkbox"/>	EXHIBIT F	Financial Statements
<input checked="" type="checkbox"/>	EXHIBIT G	State Effective Dates
<input checked="" type="checkbox"/>	EXHIBIT H	Receipts

Please sign this copy of the receipt, date your signature, and return it to Zoomin Groomin® at 780 Lynnhaven Parkway, Suite 240, Virginia Beach, VA 23452.

Signature \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit H-Receipt

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Gwendolyn DiFerndinando	6307 Thornblade Court	Greensboro, NC 27410	(336) 207 0071
Erik Klumpe (Loyalty Brands)	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23454	(833) 920-0735
Sandra Stow	780 Lynnhaven Parkway, Suite 240	Virginia Beach, VA 23452	(866) 554-7666

John T. Hewitt (Loyalty Brands)	780 Parkway, Suite 240	Lynnhaven	Virginia Beach, VA 23452	(888) 268-0321
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We have authorized the respective state agencies identified on Exhibit C to receive service of process for us in the particular state.

I have received a Disclosure Document dated March 28, 2024, that included the following:

Received	Reference	Name
<input checked="" type="checkbox"/>	ITEM 1-ITEM 23	Franchise Disclosure Document
<input checked="" type="checkbox"/>	EXHIBIT A	State Addendum
<input checked="" type="checkbox"/>	EXHIBIT B	Franchise Agreement
<input checked="" type="checkbox"/>	Schedule 1	Territory
<input checked="" type="checkbox"/>	Schedule 2	Minimum Requirements
<input checked="" type="checkbox"/>	Schedule 3	Automatic Bank Draft Authorization
<input checked="" type="checkbox"/>	Schedule 4	Telephone Number Assignment
<input checked="" type="checkbox"/>	Schedule 5	Personal Guaranty
<input checked="" type="checkbox"/>	Schedule 6	Release
<input checked="" type="checkbox"/>	EXHIBIT C	List of State Administrators and Registered Agents
<input checked="" type="checkbox"/>	EXHIBIT D	Table of Contents of Operations Manual
<input checked="" type="checkbox"/>	EXHIBIT E-1	List of Franchisees
<input checked="" type="checkbox"/>	EXHIBIT E-2	List of Former Franchisees
<input checked="" type="checkbox"/>	EXHIBIT F	Financial Statements
<input checked="" type="checkbox"/>	EXHIBIT G	State Effective Dates
<input checked="" type="checkbox"/>	EXHIBIT H	Receipts

Please date, sign and keep this copy of the receipt for your records.

Signature \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_

**[Please date, sign, and keep this copy for your records.]**