

FRANCHISE DISCLOSURE DOCUMENT



EMS TO YOU FRANCHISING CO., INC.

(a Colorado corporation)
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EMS To You Franchising Co., Inc., a Colorado corporation, is offering a franchise program known as EMS To You specializing in electro muscle stimulation workout sessions conducted at the client's home, office, or other location where the client is located.

The total investment necessary to begin operation of an EMS To You Business franchise ranges from \$51,740 to \$78,910. This includes \$24,900 (for a single franchise with a territory of up to 110,000 households) that must be paid to the franchisor or an affiliate. Additional franchises with territories of 110,000 households each can be acquired for an initial franchise fee of 75 percent of the then current Initial Franchise Fee for the first additional franchise and 65 percent of the then current Initial Franchise Fee for each additional franchise.

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

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 Jonathan Barnett at 143 Union Boulevard, Suite 825, Lakewood, Colorado 80228 and 1-877-579-5511.

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

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

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

Issuance Date: August 7, 2025

For use in: AL, AK, AZ, AR, CA, CO, DE, DC, FL, HI, ID, IL, IN, IA, KS, KY, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, ND, OH, OK, OR, PA, RI, SD, TN, TX, UT, VT, VA, WA, WI, WV, WY, and U.S. TERRITORIES (see State Effective Dates page for effective dates in certain states.)

Not for use in: CT, GA, LA, ME, NC, and SC.

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 arbitration and/or litigation only in Colorado. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Colorado than in your own state.
- 1.2. 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.

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

The Market. The market for your EMS To You Business are individuals looking for an exercise program that can be conducted in less time than a typical workout program, with the convenience of working out at locations they choose. The market is developing as more people become aware of the benefits of electro muscle stimulation workouts. The sales of the services are not seasonal.

Laws and Regulations. While the U.S. Federal Drug Administration (“FDA”) regulates electro muscle stimulator machines for clinical use, there are no laws or regulations specific to an EMS To You Business. The electro muscle stimulator machines you are required to obtain and use in your EMS To You Business are FDA cleared. While there are no specific federal laws regarding the operation of your EMS To You Business, there may be laws and regulations in your state or county that may apply to your operation of your EMS To You Business.

You should familiarize yourself with federal, state and local laws of a more general nature that may affect the operation of your EMS To You Business, including employment, worker’s compensation, insurance, corporate, taxing, and licensing laws and regulations. In addition to laws and regulations that apply to businesses generally, your EMS To You Business may be subject to federal, state and local occupational safety and health regulations, Equal Employment Opportunity Act and Americans with Disabilities Act rules and regulations. Some jurisdictions may choose to regulate vigorously these and other laws that may adversely affect your ability to obtain the proper permits needed in order to open and operate your EMS To You Business. It will be your responsibility to inquire into and comply with all applicable laws and regulations related to the operation of your EMS To You Business.

Prior to signing the Franchise Agreement, we strongly recommend that you make sure that you will be able to obtain all necessary permits and licenses in order to operate your EMS To You Business in your Protected Territory. You may need to consult your attorney to help you understand the laws and regulations in your Protected Territory.

Competition. If you acquire an EMS To You Business, you will compete with other businesses offering similar services to the general public. These include other businesses devoted to offering electro muscle stimulation services, fitness clubs, and personal trainers.

ITEM 2 BUSINESS EXPERIENCE

Founder: Vanessa Barnett

Ms. Barnett is our founder, since our inception in June 2025. She also is the Founder of EMS To You Denver since its inception in August 2024. She ~~has served dedicated her time as a stay at home mother, while maintaining her involvement~~ as a Corporate Event Planner for ~~our parent company~~, BEC, since 2016. Additionally, she has served as the Property Manager for BE Properties Corp. (“BE Properties”), ~~an affiliated company of ours~~, located in Lakewood, Colorado, since 2022, ~~overseeing residential and commercial property operations.~~

Director, President, Secretary and Treasurer: Jonathan L. Barnett

Mr. Barnett is the sole member of our Board of Directors and our President, Secretary, and Treasurer; positions he has held since our inception. He has also served as the sole member of the Board of Directors and as the President, Secretary, and Treasurer of BEC, Oxi Fresh, and Oxi Fresh of Denver since their inceptions in 2006, and of Fresh Sweeps Franchising Co., Inc., since its inception in 2017. He is also director of BE Properties, a position he has held since June 2021. From October 2018 to July

**EXHIBIT VI
TO FRANCHISE AGREEMENT**

**RIDERS TO FRANCHISE AGREEMENT
FOR SPECIFIC COUNTRIES, STATES, AND PROVINCES**

**RIDERS TO FRANCHISE AGREEMENT FOR SPECIFIC
COUNTRIES, STATES, AND PROVINCES**

If any one of the following Riders to the Franchise Agreement for Specific Countries, States, and Provinces (“Riders”) is checked as an “Applicable Rider” below, then that Rider shall be incorporated into the Franchise Agreement entered into by EMS To You Franchising Co., Inc. and the undersigned Franchisee. To the extent any terms of an Applicable Rider conflict with the terms of the Franchise Agreement, the terms of the Applicable Rider shall supersede the terms of the Franchise Agreement.

Applicable Rider:

UNITED STATES

- California
- Hawaii
- Illinois
- Indiana
- Maryland
- Minnesota
- New York
- North Dakota
- Rhode Island
- Virginia
- Washington
- Wisconsin

CANADA

- All Provinces

EMS TO YOU FRANCHISING CO., INC.

FRANCHISEE (Print Name)

By: _____

By: _____

Title: _____

Title: _____

4. The following sentence is added to the end of **Section 23.2**:

Provided, however, that this provision is not limited to, nor shall it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Laws.

5. **Section 23.9** is amended by adding the following thereto:

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

6. **Section 23.10** is deleted in its entirety.

7. **Section 23.28** is deleted and replaced with the following:

Section 23.28. Acknowledgment.

D. NEITHER FRANCHISEE, NOR ANY FRANCHISEE AFFILIATE, IS SUBJECT TO UNITED STATES EXECUTIVE ORDER 13224 OR THE PATRIOT ACT. IF FRANCHISEE OR ANY FRANCHISEE AFFILIATE BECOMES SUBJECT TO UNITED STATES EXECUTIVE ORDER 13224 OR THE PATRIOT ACT, FRANCHISEE OR THAT FRANCHISEE AFFILIATE SHALL NOTIFY EMS TO YOU IMMEDIATELY THEREOF.

8. 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.

MINNESOTA RIDER TO THE FRANCHISE AGREEMENT

1. The following is added to the end of Article 5:

All initial franchise fees payable to EMS To You shall be deferred until the day Franchisee's EMS To You Business opens for business.

- ~~2.~~ Articles 3, 17, and 18 are modified by the following language:

EMS TO YOU will comply with Minnesota Statutes, Section 80C.14, Subds. 3, 4 and 5, which require (except in certain specified cases) (1) that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of this Agreement, and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- ~~2.~~ 3. The following language is added at the end of **Sections 3.3.e** and **17.3.d**:

Any release executed in connection herewith will not apply to any claims that may arise under the Minnesota Franchise Act.

- ~~3.~~ 4. **Section 12.5.e** is deleted and replaced with the following language:

**ATTACHMENT M
TO FRANCHISE DISCLOSURE DOCUMENT**

STATE SPECIFIC ADDENDA WITH STATE EFFECTIVE DATES PAGE

those laws, and all other matters regarding the Franchise Agreement shall be governed by Federal and Colorado law. The Colorado Consumer Protection Act does not apply.

The changes to Item 17.w have been included in this Disclosure Document as a condition to registration. We and you do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue and choice of law provisions, are fully enforceable. We and you intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by us, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

MARYLAND

1. The Summary column of Items 17.v is deleted and the following is inserted in its place:

17.v: Colorado (except for claims arising under the Maryland Franchise Registration and Disclosure Law). Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

2. The following sentences are added at the end of Items 5 and 17:

A general release requested as a condition of renewal and/or transfer excludes claims which may arise under the Maryland Franchise Registration and Disclosure Law. A default due to bankruptcy may not be enforceable under federal bankruptcy laws.

3. 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.

MINNESOTA

1. Special Risks to Consider About This Franchise:

MINNESOTA STATUTES, SECTION 80C.21 AND MINNESOTA RULE 2860.4400(J) PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA, REQUIRING WAIVER OF A JURY TRIAL, OR REQUIRING YOU TO CONSENT TO LIQUIDATED DAMAGES, TERMINATION PENALTIES OR JUDGMENT NOTES. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE (1) ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR (2) YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

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 and loss of your investment.

Supplier Control. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

2. The following statements are added to the Cover Page:

THIS FRANCHISE HAS BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

3. The following language is added at the end of Items 5 and 7:

All initial franchise fees payable to us shall be deferred until the day that your EMS To You Business opens for business.

34. The following replaces the “Insufficient Funds Fee” row in the chart in Item 6:

Insufficient Funds Fee ¹	\$30 per violation	As incurred	Payable for denied request for ACH Withdrawal (defined below), credit card charge, check, or other payment method.
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45. The following statement is added at the end of Item 13:

We will protect your right to use our Marks in the manner authorized by us. The Minnesota Department of Commerce requires franchisors to indemnify franchisees against liability to third parties resulting from claims by third parties that the franchisee’s use of the franchisor’s marks infringes upon the trademark rights of the third party.

56. The following statement is added at the end of Items 5, 17.c, and 17.m:

(Any release executed in connection herewith shall not apply to any claims that may arise under the Minnesota Franchise Act. Minnesota Rule 2860.4400(D) prohibits a franchisor from