

FRANCHISE DISCLOSURE DOCUMENT



Upgrade Labs Franchise, Inc.
A Delaware Corporation
9295 Lake Park Drive, P203
Fort Myers, Florida 33919
(305) 402-4882
www.upgradelabs.com

We offer qualified individuals and entities a franchise for the right to independently own and operate a distinctive business that operates under the UPGRADE LABS® mark and features certain products and non-invasive treatments such as adaptive cardio, neurofeedback, pulsed electromagnetic field therapy, and many other technologies intended to supercharge clients' bodies, minds and spirits provided to clients in a spa-like setting (each an "Upgrade Labs Center" or "Center").

The total investment necessary to begin operation of a single Center ranges from \$751,500 to \$1,525,500. This includes \$290,000 to \$585,000 that must be paid to us or our affiliates. The total investment necessary to begin operation under an Area Development Agreement for two to five Centers (\$65,000 per Center) ranges from \$130,000 to \$310,000. This includes \$125,000 to \$295,000 that must be paid to us.

This disclosure document summarizes certain provisions of your franchise agreement, ~~development 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 us at franchise@upgradelabs.com or (305) 402-4882.

The terms of your contract will govern your franchise relationship. Do not 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 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: May 19, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit FD includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Upgrade Labs business in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be an Upgrade Labs franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experience.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement ~~and development agreement require~~requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate or litigate with the franchisor in Florida than in your own states.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the ~~franchise agreement~~Franchise Agreement, even if your spouse has no ownership interest in the franchise. This ~~guarantee~~Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails. ~~If you are an entity, then each of your owners and, at our option, their respective spouses must sign such a document.~~
3. **Short Operating History.** ~~The~~This franchisor is at an early stage of development and has a limited operating history. ~~The~~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~~Franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the ~~franchisor's~~Franchisor's financial ability to provide services and support to you.
5. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

Initial Purchases

Before opening your Franchised Center, you must purchase from our affiliate Distribution Co. certain designated and required equipment, the cost of which we estimate ranges between \$225,000 and ~~\$479,200~~\$520,000.

Unless otherwise specified above, all fees referenced in this Item 5 are fully earned when paid and are non-refundable. These fees are typically uniform for all new franchisees in the System; however, in certain circumstances, we may reduce or waive a fee. In our last fiscal year, we did not waive or reduce the Initial Franchise Fee for any franchisees.

ITEM 6

OTHER FEES

Type of Fee ¹	Amount	Due Date ²	Remarks
Royalty Fee ³	Greater of \$2,500 or 7.5% of Gross Sales	On or before the 10 th day of each month	Gross Sales are defined in Note 3 below.
Brand Fund Contribution ⁴	2% of Gross Sales	On or before the 10 th day of each month	Contributions are paid directly to the Brand Fund. See Item 11 for additional information regarding the Brand Fund as well as your requirement to independently spend 5% of your monthly Gross Sales on local advertising and promotion.
Training Fee (Replacement)	Currently, \$5,000	As incurred	You will pay this training fee for any replacement Principal Owner, Designated Manager that you hire, and for your personnel who attend but fail to complete our Franchise Training Program.
Additional Training Fee	Currently \$500 per trainer per day or the current daily rate	As incurred prior to beginning of additional training	This fee is for additional people to attend the Franchise Training Program and any required additional and/or remedial training. See Item 11.
Extension Fee	\$1,000	As incurred	Payable if you request a six month extension of the opening deadline for your Franchised Center.
Insufficient Funds Fee	\$250 per incident	As incurred	Payable in the event that there are insufficient funds available to pay any amounts due to us via electronic funds transfer.

Type of Fee ¹	Amount	Due Date ²	Remarks
Interest	18% per annum or highest rate allowed by law	As incurred	Interest is due from the date of nonpayment or underpayment.
Mystery Shopper Fee	Up to \$250/month	As incurred	Then-current charge will be in the Manuals.
Failed QA Evaluation	Our costs and expenses to evaluate and inspect the Franchised Center after it receives a failing report	As incurred	Payable if you receive an unsatisfactory or failing report in connection with a quality control or evaluation program.
Inspections	Our costs and expenses if we correct any deficiencies	As incurred	Payable if you fail to correct any deficiencies that we identify in an inspection of the Franchised Center and we correct the deficiency.
Collection Costs and Expenses	Costs and expenses, including but not limited to attorneys' fees	As incurred	Payable if you fail to pay amounts when due or fail to comply in any way with the Franchise Agreement or Development Agreement.
Reimbursement of Costs and Expenses ⁵ Expenses ⁶ Expenses	Costs and expenses	As incurred	Payable if we incur costs to enforce the Franchise Agreement or Development Agreement.
Relocation Fee	\$15,000	As incurred	Payable if we approve your request to relocate your Franchised Center.
Renewal Fee	\$35,000	Upon signing a then-current form of renewal franchise agreement	The Renewal Fee is paid to us, over and above any Royalties, Brand Fund or any other fees to which we are entitled.
Supplier Evaluation Fee	You must pay our then-current supplier or non-approved product evaluation fee when submitting your request, which is currently \$500, plus our actual costs and expenses incurred.	As incurred	You must provide us with the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, and the purchase price of the item, to the extent known.

8. Opening Retail Inventory. This estimate includes cost of mandatory start up kit for initial inventory of branded merchandise, which includes items such as shirts, hats, glasses, supplements, water bottles, and related items as we determine.

9. Lease, Utility & Security Deposits. This estimate represents a three month deposit of rent. This estimate represents the utility deposits you will be required to pay for the Franchised Location. A credit check may be required by the issuing company prior to the initiation of services, or a higher deposit required for first time customers, both of which may increase your costs. These costs will vary depending on the type of services required for the Franchised Location and the municipality from which they are being contracted.

10. Insurance and Surety Bond. This estimate is for the cost to obtain the minimum required insurance and surety bond for the Franchised Center, which you must purchase from our required providers. You should check with the insurance provider for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your Franchised Center will be located, and your experience with the insurance carrier. You could also check with the insurance provider regarding any additional insurance that you may want to carry. You will also need to purchase and maintain in effect at all times during the term of the Franchise Agreement a surety bond for your business, which you must purchase from our designated surety bond vendor to secure your obligations to pre-paid members for membership fees and for pre-paid personal training revenue.

11. Grand Opening Advertising. You must conduct a grand opening advertising program that we approve during the period between 30 days prior to opening and 60 days after opening. See Item 11.

12. Professional Fees (Legal / Accounting). These fees are representative of the costs for engagement of professionals such as attorneys and accountants for the initial review and advisories consistent with the start-up of a Franchised Center. ~~We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document and the Franchise Agreement. It is also~~ It is advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your Franchised Center.

13. Business Permits, Licenses and Miscellaneous Opening Costs. You are responsible for applying for, obtaining and maintaining all required permits and licenses necessary to operate your Franchised Center.

14. Opening Supplies. This figure is primarily for printing a start-up supplies, including order of stationery and business cards bearing the Proprietary Marks and a supply of office materials.

15. Additional Funds – 3 Months. This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Center during the first three months after commencing operations. This estimate also includes such items as initial payroll and payroll taxes, Royalty Fees, Brand Fund Contributions, additional advertising, marketing and/or promotional activities, repairs and maintenance, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, state tax and license fees, deposits and prepaid expenses (if applicable) and other miscellaneous items as offset by the revenue you take into the Franchised Center. We relied on our affiliates' experience in building, starting up and operating Centers to generate this estimate.

16. ~~Total. We relied on our affiliates' experience in building, starting up and operating Centers to generate these estimates.~~ Total. Costs paid to us are not refundable. Whether any costs paid to third parties are refundable will vary based on the practice in the area where your Franchised Center is located. You should inquire about the cancellation and refund policy prior to making a purchase. We do not provide

1. We will provide to you from time to time, as we deem appropriate, advice and guidance and written materials containing techniques for the operation of an Upgrade Labs Center. (Franchise Agreement, Section 4.7);

2. We will, if and when established, administer the Brand Fund for the enhancement, promotion and protection of the System and the Proprietary Marks, and for the development of advertising, marketing, and public relations programs and materials as we deem appropriate. (Franchise Agreement, Sections 4.4 and 12.5)

3. We may modify the Manual periodically to reflect changes in System Standards and you must comply with each new or changed standard upon reasonable notice from us (Franchise Agreement, Section 10.1)

4. We will periodically designate the Approved Products and Services that you must offer and sell at the Franchised Center. (Franchise Agreement, Section 11.1)

5. To the extent that we establish specifications, require approval of suppliers, or name Designated Suppliers for particular products or services, we will provide the requirements to you in writing. At your request, review any proposed supplier to determine whether the supplier and its products or services meet our standards. (Franchise Agreement, Section 11.3);

6. With respect to the sale of all such services and products, you will have sole discretion as to the prices to be charged to customers; however, we may set reasonable restrictions on the maximum and minimum prices you may charge for services and products (subject to applicable law) offered and sold at the Franchised Center. (Franchise Agreement, Section 11.6).

~~6-7.~~ We may (1) inspect the Franchised Center; (2) observe, photograph, record and/or film the operations of the Franchised Center; (3) remove samples of any products, materials or supplies for testing and analysis; and (4) interview personnel and customers of the Franchised Center. (Franchise Agreement, Section 11.9)

~~7-8.~~ We will approve or deny any advertising/marketing materials you wish to use in connection with your Franchised Center. (Franchise Agreement, Section 12.2);

~~8-9.~~ We will display the contact information of your Franchised Center on the website that we or our designee maintains to advertise and promote Upgrade Lab Centers and our Proprietary Marks, provided you are in compliance with the terms of your Franchise Agreement. (Franchise Agreement, Section 12.6)

Site Selection and Construction

If the Franchised Location has not been designated when you sign the Franchise Agreement, then within five months thereafter you must obtain our acceptance of the site for Franchised Center from within the Site Selection Area and secure a lease or ownership interest in the site. You must submit a site application for one or more proposed sites for the Franchised Center, in the form specified by us, and a completed site evaluation package that includes a copy of the site plans, photographs, demographic information, financial information, and such other information and materials as we may reasonably require, together with option contracts, letters of intent, or other evidence satisfactory to us which confirms your favorable prospects for obtaining ownership or leasehold interests in the sites. If we determine that an on-site evaluation is necessary, then you must reimburse us for the expenses incurred in connection with such an evaluation.

Time to Open

We estimate that it will take approximately four to seven months to open your Franchised Center from the time you sign your Franchise Agreement. Your total timeframe may be shorter or longer depending on the time necessary to obtain an acceptable Franchised Location, to obtain financing, to obtain the permits and licenses for the construction and operation of the Franchised Center, to complete construction or remodeling as it may be affected by weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Franchised Center, including decorating, purchasing and installing fixtures, equipment and signs, and to complete preparation for operating the Franchised Center, including purchasing any inventory or supplies needed prior to opening. You must open and start operating your Franchised Center within ten months after you sign your Franchise Agreement or we may terminate the Franchise Agreement. We may grant you an extension of this opening deadline for a period of up to six months if you pay the extension fee at least 30 days before this opening deadline. (Franchise Agreement, Section 7.3.C)

If you have entered into a Development Agreement to open and operate multiple Franchised Centers, your Development Agreement will include a Development Schedule containing a deadline by which you must have each of your Franchised Centers open and operating. Your Development Schedule may depend on the number of Franchised Centers you are granted the right to open and operate. If you fail to open any Franchised Center within the appropriate time period outlined in the Development Agreement, we may terminate your Development Agreement. (Development Agreement, Section 5). You will not have any further development rights within the Development Area upon termination of your Development Agreement, except to continue operating the Franchised Centers that were already open and operating under a Franchise Agreement as of the termination date. We must approve the site for each Franchised Center you are required to open under the Development Agreement. (Development Agreement, Section 3)

Training

Your Principal Owner and Designated Manager must attend and successfully complete our initial training program. The initial training program will consist of three (3) parts: (1) an initial Franchise Training Program; (2) a Pre-Opening Sales Training; and (3) on-site Center Launch Assistance.

Initial Franchise Training Program. The initial Franchise Training Program is designed to provide instruction and education on our System methods and techniques related to establishing and operating your Franchised Center. The initial Franchise Training Program will last for approximately three days and is currently held ~~at~~ virtually. Your Principal Owner and Designated Manager must successfully complete the initial Franchise Training Program within two months of signing your Franchise Agreement. The details of the initial Franchise Training Program are set forth in the table below. (Franchise Agreement, Section 9.1.A)

TRAINING PROGRAM

INITIAL FRANCHISE TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction & Welcome	1	0	Virtual/Designated Location
Upgrade Labs: Upgrading Humanity (Who we are & Why we do it)	1	0	Virtual/Designated Location

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Orientation: Getting Started	1	0	Virtual/Designated Location
Your role as an Upgrade Labs Owner	1	0	Virtual/Designated Location
Center Development Roadmap & Overview	1	0	Virtual/Designated Location
Modalities Overview	2	0	Virtual/Designated Location
Real Estate	1	0	Virtual/Designated Location
Design & Construction	1	0	Virtual/Designated Location
Marketing	2	0	Virtual/Designated Location
Retail	1	0	Virtual/Designated Location
Teaser, Presales & Sales	4	0	Virtual/Designated Location
Staff Recruiting, Hiring & Training	1	0	Virtual/Designated Location
Intro to Center Management Software	1	0	Virtual/Designated Location
Accounting & Royalties	1	0	Virtual/Designated Location
Wrap Up and Q&A	1	0	Virtual/Designated Location
TOTAL HOURS	20	0	

Pre-Opening Sales Training. Pre-Opening Sales Training consists of up to five days on-site/virtual training and is intended to assist you in marketing the Franchised Center in the local community to create brand awareness, drive traffic, leads and membership sales during the pre-opening period. Your Principal Owner and Designated Manager must successfully complete the Pre-Opening Sales Training no later than two months prior to the opening of the Franchised [Center](#) and before your Franchised Center begins selling memberships. The details of our Pre-Opening Sales Training are set forth in the table below. (Franchise Agreement, Section 9.1.B)

PRE-OPENING SALES TRAINING

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction & Welcome	1	0	Onsite at your Franchised Center location or Virtually
Review Responsibilities, Expectations & Goal Setting	3	0	Onsite at your Franchised Center location or Virtually

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
What is Upgrade Labs?	2	0	Onsite at your Franchised Center location or Virtually
Presales Basics	5	0	Onsite at your Franchised Center location or Virtually
Marketing, Lead Generation & Management	2	0	Onsite at your Franchised Center location or Virtually
Center Management Software	2	1	Onsite at your Franchised Center location or Virtually
Sales Training	5	2	Onsite at your Franchised Center location or Virtually
Setting up your Center for Presales Success	1	0	Onsite at your Franchised Center location or Virtually
Wrap Up and Q&A	1	0	Onsite at your Franchised Center location or Virtually
TOTAL HOURS	22	3	

The Initial Franchise Training Program and Pre-Opening Sales Training will be supervised by Brittany Romano, whose has more than one year of training experience with us and over ten years of training and field operations experience with other concepts. We typically schedule training on an as-needed basis. The initial Franchise Training Program and Pre-Opening Sales Training are subject to change without notice to reflect updates in the materials, methods and Manuals, as well changes in personnel. The subjects taught and the time periods allocated for each subject may vary based on the experience of the people being trained. The Manual will be the basis of our instructional material reinforced during hands-on training of both observation and visual instruction. Additional online training may be mandated prior to attending the initial Franchise Training Program and Pre-Opening Sales Training. (Franchise Agreement, Section 9.1.B)

If you are developing multiple Franchised Centers under a Development Agreement, we will only provide the Initial Franchise Training Program and Pre-Opening Sales Training for your first Franchised Center. For your second Franchised Center, we will provide a prescribed training refresher course for your Principal Owner and Designated Manager at least 30 days before the opening of the Franchised Center. You will be responsible for all expenses incurred in connection with attending this refresher training. Thereafter, you will be responsible for training your personnel who will manage and operate your Franchised Centers. (Development Agreement, Section 3.1.C.)

On-site Center Launch Assistance. The On-site Center Launch Assistance will consist of up to five days of on-site assistance at your Franchised Center and be provided prior to the soft opening of the Franchised Center and after you have completed the initial Franchise Training Program and Pre-Opening Sales Training, the buildout and equipping of the Franchised Center, hiring of staff, and selling a minimum number of presale memberships which we will determine for your Protected Territory. At the conclusion of the On-site Center Launch Assistance, we will assess the following: (1) your pre-opening marketing and launch readiness; (2) your operations; (3) initial staffing efforts; (4) merchandising/displays; (5) scheduling capabilities; and (6) payment processing. If approved, you may open the Franchised Center, but if not approved, we may require that your Principal Owner and Designated Manager attend additional training, for which we reserve the right to charge our then-current additional training fee. (Franchise Agreement, Section 9.1.C)

general operating expenses; however the Brand Fund may be used to pay reasonable salaries and expenses of our and our affiliates' employees who work on advertising, marketing, public relations materials, programs, activities or promotions prepared, planned or undertaken on behalf of the Brand Fund and professional fees and administrative costs and overhead that we or our affiliates incur in activities reasonably related to the administration and activities of the Brand Fund (including accounting fees, legal fees, and interest on monies borrowed by the Brand Fund). We will not use the Brand Fund for anything whose sole purpose is the marketing of franchises, however, the System website, public relations activities, community involvement activities and other activities supported by the Brand Fund may contain information about franchising opportunities. We do not have a franchisee advertising council; however, we may seek the advice of our franchisees by formal or informal means with respect to the creative concepts and media used for programs financed by the Brand Fund.

The Brand Fund may be used for advertising materials/campaigns in printed materials or on radio or television for local, regional or national circulation, internet regional or national advertising, as we deem appropriate in our discretion. We and/or a regional or national advertising agency may be used to produce all advertising and marketing.

The Brand Fund may spend in any fiscal year more or less than the total Brand Fund Contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will prepare an annual, unaudited report (in a format of our choosing) of Brand Fund collections and expenses within 120 days after our fiscal year end and will provide a copy of the report to all franchisees. We retain the final authority on all programs financed by the Brand Fund. We have the right to implement, change or dissolve the Brand Fund at any time. If we disband the Brand Fund, we will spend all monies in the fund for advertising and/or promotional purposes or distribute all unspent monies to contributors in proportion to their respective Brand Fund Contributions during the preceding 1) month period.

We did not spend any Fund contributions in our last fiscal year: [that ended on December 31, 2024](#). (Franchise Agreement, Section 12.5)

Websites. We will establish an interior page on our corporate website to display your Franchised Location and contact information associated with the Franchised Center. You may not establish any separate website or other Internet presence in connection with the Franchised Center, System or Proprietary Marks without our prior written consent and subject to our policies, standards and specifications. (Franchise Agreement, Section 12.6)

Marketing Cooperatives. We reserve the right to establish regional advertising cooperatives ("Cooperatives") that pool funds of franchised and affiliate-owned Upgrade Labs Centers on an ongoing basis to collectively promote the Proprietary Marks and the businesses of the Cooperative members (each a "Cooperative"). If we assign your Franchised Center to a Cooperative we establish, you must work with the other Upgrade Labs Center owners in your Cooperative and us to develop and implement regional advertising campaigns designed to benefit all the Centers within the geographical boundaries of the Cooperative. We have not established any Cooperatives as of the issuance date of this Disclosure Document. (Franchise Agreement, Section 12.8)

Technology System

You must, at your own expense, acquire and install in the Franchised Location the computer system, Wi-Fi, Internet service, software, computer and Internet security systems, and other technology equipment, communications devices, audio/visual equipment and software systems that we specify in writing from time to time ("Technology System"). The Technology System currently includes: (1) an all-

in-one printer/scanner/copier/fax machine; (2) high-speed Internet connection; (3) two Apple iPad tablets; (4) two iMacs; (5) one laptop; (6) cloud-based management system for scheduling, marketing and credit card processing from our Approved Supplier; (7) accounting software from our approved supplier; (8) the Zenoti point of sale system; and (8) a credit card processing system.

You must maintain an electronic connection between your Technology System and our systems [to provide us with independent access to information generated and stored in your Technology System](#); use the Technology System in accordance with all policies and operational procedures we issue from time to time; transmit data to us at the times we specify; maintain your Technology System in good working order at all times; promptly install upgrades, additions, changes, modifications, substitutions and/or replacements of hardware, software, data connectivity, electrical power, and other computer-related facilities, as we direct; ensure that your employees are adequately trained in the use of the Technology System and our related policies and procedures; and (if we request and subject to applicable privacy laws) permit us access to your Technology System and provide us with any user names and passwords necessary for that purpose. You must bear all costs of installation, operation, maintenance and upgrade of your Technology System. We reserve the right to require you to engage us or a hardware maintenance and/or help desk support provider approved by us to maintain your Technology System. We may also require you to use designated software in connection with the Computer System and Franchised Center (the “Required Software”). (Franchise Agreement, Section 11.17)

If you already have computer hardware and/or software that meet our then-current standards, then you may use these items in connection with your Franchised Center provided you obtain our approval. Otherwise, we estimate the costs to purchase our current Technology System to be approximately between \$6,000 and \$8,000. You must keep your Technology System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to the Technology System or Required Software as we direct from time to time in writing. We estimate that you will spend approximately \$3,000 annually on maintenance and support contracts for your Technology System, which includes (1) the software license for any Required Software, and (2) any upgrades to the Computer System. Neither we nor any of our affiliates are required to provide ongoing maintenance, repairs, upgrades or updates to the computer hardware or software.

You must use our designated email addresses and other communication addresses for the Franchised Center. You must use our approved credit card vendors and must comply with all Payment Card Industry Data Security Standards (PCI DSS) requirements. (Franchise Agreement, Sections 11.18 and 11.20)

ITEM 12

TERRITORY

FRANCHISE AGREEMENT

Site Selection Area

If you do not have a site for your Franchised Center when you sign the Franchise Agreement, then you must identify a site from a designated market area agreed to that we agree to and designate in your Franchise Agreement (“Site Selection Area”). You will not have any territorial rights within the Site Selection Area. We may permit ourselves, our affiliates and our franchisees to search for the location of their Upgrade Labs Centers within the same Site Selection Area that is assigned to you if we determine that the Site Selection Area is large enough to contain additional Upgrade Labs Centers. We will review and

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

Additional Disclosures

The Franchise Agreement does not provide you with any right or option to open and operate additional Franchised Centers. Regardless, each Franchised Center you are granted the right to open and operate must be governed by its own specific form of Franchise Agreement.

We have not established other franchises or company-owned outlets or another distribution channel offering or selling similar products or services under a different trademark. Neither we nor our affiliates have established, or presently intend to establish, other franchised or company-owned businesses that sell our Approved Products and Services under a different trade name or trademark, but we reserve the right to do so in the future without your consent.

ITEM 13

TRADEMARKS



We grant you a limited, non-exclusive license to use our primary mark UPGRADE LABS® and certain other Proprietary Marks in connection with the operation of your Franchised Center only at your Franchised Location and within your Protected Territory, provided you use these Proprietary Marks as outlined in your Franchise Agreement and our Manuals. You do not obtain any additional rights to use any of our Proprietary Marks under any Development Agreement you enter into.

Our affiliate, Upgrade Labs IP, Inc. is the current owner of a registration for the following Proprietary Mark on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

Mark	Registration Number	Registration Date
UPGRADE LABS	5866259	September 24, 2019

[Upgrade Labs IP, Inc. has filed and intends to file all required affidavits of use and renewal for this mark.](#)

The registration for the following trademarks are pending. We do not have a federal registration for these marks. Therefore, the marks do not have as many legal benefits and rights as a federally registered trademark. If our right to use the marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Mark	Serial Number	Application Date
	97380016	April 25, 2022
	97832906	March 10, 2023

ITEM 18

PUBLIC FIGURES

We do not use any public figures to promote our franchise, but we reserve the right to do so in the future.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Michael Moore, Upgrade Labs Franchise, Inc., 9295 Lake Park Drive, P203, Fort Myers, Florida 33919; telephone: (253) 338-2717.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

**Table No. 1
System-wide Outlet Summary
For Years 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	2	+2
	2024	2	5	+3
Company-Owned	2022	2	2	0
	2023	2	1	-1
	2024	1	0	-1
Total Outlets	2022	2	2	0
	2023	2	3	+1
	2024	3	<u>75</u>	+2

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

No statement, questionnaire, or ~~acknowledgement~~[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~~[franchisor](#). This provision supersedes any other term of any document executed in connection with the franchise.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Agreements.

Payment of Initial ~~Franchise~~ and Development Fees will be deferred until ~~Franchisor has~~[we have](#) met ~~its~~[our](#) initial obligations to ~~franchisee~~[you](#), and ~~franchisee has~~[you have](#) commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to ~~Franchisor's~~[our](#) financial condition.

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.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with ~~the~~ compensation requirements.

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

No statement, questionnaire, or ~~acknowledgement~~[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](#)~~franchisor~~. This provision supersedes any other term of any document executed in connection with the franchise.

ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF MARYLAND

1. **Item 5. Initial Fees.** The following statements are added to Item 5:

Fee Deferral

Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees including payments for goods and services paid to the franchisor by the franchisee shall be deferred until we complete our pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments owed by developers shall be deferred until the first Franchised Center under the Development Agreement opens.

2. **Item 17, Additional Disclosures.** The following statements are added to Item 17:

Any provision requiring you to sign a general release of claims against us as a condition of renewal or transfer, does not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, *et seq.*).

No statement, questionnaire, or ~~acknowledgement~~[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](#)~~franchisor~~. This provision supersedes any other term of any document executed in connection with the franchise.

5. **Waiver of Right to Jury Trial or Termination Penalties:** The following statement is added to Item 17:

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial or to consent to liquidated damages, termination penalties, or judgment notes; provided, that this part will not bar an exclusive arbitration clause.

6. **Fee Deferral.** The following statement is added to Item 5 and Item 7:

Based upon the review of our audited financial statements (attached as Exhibit D) by the State of Minnesota Department of Commerce (the “DOC”), the DOC has required that we defer the payment of: (1) the Development Fee until the first Franchised Center required to be developed under the Development Agreement opens for business; and (2) the Initial Franchise Fee for each Franchised Center until the relevant Franchised Center opens for business. Upon the opening of the first Franchised Center that you develop under the Development Agreement, you must pay to us the Development Fee. Upon the opening of each Franchised Business, you must pay the Initial Franchise Fee for that Franchised Business to us.

No statement, questionnaire, or ~~acknowledgement~~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~~franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES REQUIRED BY THE STATE OF NEW YORK

1. **State 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 SOURCES OF 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 THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF SOUTH DAKOTA**

Item 5: Initial Fees. The following is added to the end of Item 5:

Due to our financial condition, the South Dakota Securities Regulation Office requires us to defer the payment of the Development Fee until the first Franchised Center that you develop under the Development Agreement opens for business. Upon the opening of the first Franchised Center, you will pay to us the Development Fee. We also will defer the collection of all initial fees and payments due under the Franchise Agreement until we have completed our initial obligations under the Franchise Agreement and your Franchised Center has commenced doing business. Upon the opening of the Franchised Center, you shall pay the initial fees and payments to us.

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act § 13.1-564, the Disclosure Document for Upgrade Labs Franchise Inc. in connection with the offer and sale of franchises for use in the Commonwealth of Virginia shall be amended to include the following:

Item 5: Initial Fees. The following is added to the end of Item 5:

Due to our financial condition, the Virginia Division of Securities and Retail Franchising requires us to defer the payment of the Development Fee until the first Franchised Center that you develop under the Development Agreement opens for business. Upon the opening of the first Franchised Center, you will pay to us the Development Fee. We also will defer the collection of all initial fees and payments due under the Franchise Agreement until we have completed our initial obligations under the Franchise Agreement and your Franchised Center has commenced doing business. Upon the opening of the Franchised Center, you shall pay the initial fees and payments to us.

Item 17: Renewal, Termination, Transfer and Dispute Resolution. The following statement is 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 agreement without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The Special Risk Factor Page shall be amended to include the following Risk Factor:

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$751,500 to \$1,525,500. This amount exceeds the franchisor’s stockholders’ equity as of December 31, 2024, which is (\$3,340,869).

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF WASHINGTON**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a

EXHIBIT E

STATE SPECIFIC ADDENDA

Illinois
Maryland
Minnesota
New York
North Dakota
Rhode Island
[South Dakota](#)
Virginia
Washington

**ADDENDUM TO THE UPGRADE LABS FRANCHISE AGREEMENT
REQUIRED FOR ILLINOIS FRANCHISEES**

This Addendum to the Upgrade Labs Franchise Agreement dated _____ (“Franchise Agreement”) is entered into as of _____ (“Effective Date”) by and between UPGRADE LABS FRANCHISE, INC., a Delaware corporation (“Franchisor”) and _____, a _____ [insert type of organization and delete these brackets] formed in _____ [insert state and delete these brackets] (“Franchisee”).

1. The Franchise Agreement is amended by the addition of the following ~~is added to Section 3.A.1.:~~

Payment of Initial and Development Fees will be deferred until Franchisor has met its initial obligations to Franchisee, and Franchisee has commenced doing business. ~~The This financial assurance requirement was imposed by the Office of the Illinois Attorney General's Office imposed this deferral requirement General~~ due to Franchisor's financial condition. ~~(Section 200.508 of the Rules).~~

2. ~~The following sentence is added at the end of Section 21.A:~~

~~Notwithstanding the foregoing,~~ Illinois law shall govern ~~this~~ the Franchise Agreement.

3. ~~The following sentence is added to the end of~~ In conformance with Section 21.E:

~~Section 4 of the Illinois Franchise Disclosure Act provides that,~~ any provision in a franchise agreement that designates jurisdiction ~~or~~ and venue in a forum outside of the State of Illinois is void ~~with respect to any cause of action that otherwise is enforceable in Illinois.~~

4. ~~The following paragraph is added at the end of Section 21.H:~~

~~Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: three (3) years of the violation, one (1) year after the franchisee becomes aware of the underlying facts or circumstances or ninety (90) days after delivery to the franchisee of.~~ However, a written notice disclosing the violation franchise agreement may provide for arbitration to take place outside of Illinois.

5. ~~The following sentence is added to the end of Section 19:~~

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with compensation requirements.

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

6. ~~No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, 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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~
- ~~8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~
- ~~9. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including an electronic signature platform or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Addendum.~~

[\[Signatures follow on next page.\]](#)

**ADDENDUM TO THE UPGRADE LABS DEVELOPMENT AGREEMENT
REQUIRED FOR ILLINOIS DEVELOPERS**

This Addendum to the Upgrade Labs Development Agreement dated _____ (“Development Agreement”) is entered into as of _____ (“Effective Date”) by and between UPGRADE LABS FRANCHISE, INC., a Delaware corporation (“Franchisor”) and _____, a _____ [insert type of organization and delete these brackets] formed in _____ [insert state and delete these brackets] (“Developer”).

~~1. The Development Agreement is amended by the addition of the following ~~is added to Section 2:~~~~

Payment of Initial ~~and~~ Development Fees will be deferred until Franchisor has met its initial obligations to Developer, and Developer has ~~opened~~ commenced doing business. This financial assurance requirement was imposed by the ~~first Franchise Center under this Development Agreement. The Office of the Illinois General's Office imposed this deferral requirement~~ Attorney General due to Franchisor's financial condition. ~~(Section 200.508 of the Rules).~~

~~2. The following paragraphs are added at the end of Section 12:~~

~~Notwithstanding the foregoing,~~ Illinois law shall govern ~~this~~ the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act ~~provides that~~ any provision in a franchise agreement that designates jurisdiction ~~or~~ and venue in a forum outside of the State of Illinois is void ~~with respect~~. However, a franchise agreement may provide for arbitration to any cause take place outside of action that otherwise is enforceable in Illinois.

Section ~~27~~ 19 of the Illinois Franchise Disclosure Act ~~provides that causes of action under~~ sets forth the ~~Act must be brought within~~ conditions and notice requirements for termination of a franchise agreement.

Section 20 of the earlier of: three (3) years of Illinois Franchise Disclosure Act sets forth the ~~violation, one (1) year after the franchisee becomes aware~~ conditions of non-renewal of ~~the underlying facts or circumstances or ninety (90) days after delivery to the franchisee of a written notice disclosing the violation~~ a franchise agreement, along with compensation requirements.

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

~~6.~~ No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, 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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.~~

- ~~8. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.~~
- ~~9. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including an electronic signature platform or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Addendum.~~
[\[Signatures follow on next page.\]](#)

**ADDENDUM TO THE UPGRADE LABS FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

This Addendum to the Upgrade Labs Franchise Agreement dated _____ (“**Franchise Agreement**”) is entered into as of _____ (“**Effective Date**”) by and between **UPGRADE LABS FRANCHISE, INC.**, a Delaware corporation (“**Franchisor**”) and _____, a _____ [insert type of organization and delete these brackets] formed in _____ [insert state and delete these brackets] (“**Franchisee**”).

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Minnesota; **(B)** Franchisee is a resident of the State of Minnesota; and/or **(C)** the Franchised Center will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Sections 2.B.5 and 12.E.3:

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

3. The following sentence is added to the end of Sections 2 and 15:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5, which requires, except in certain cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of franchise agreements.

4. The following sentence is added to the end of Section 19.B:

Franchisee may not consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if a bond is required.

5. The following sentences are added to the end of Sections 21.A and 21.E:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, 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. The following is added to the end of Section 2.1:

7. The following is added to the end of Section 5.1:

Notwithstanding the foregoing, in the State of Minnesota, we will defer the payment of the Initial Franchise Fee until you open your Franchised Center. Upon the opening of the Franchised Center, you shall pay the Initial Franchise Fee to us.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.
9. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including an electronic signature platform or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum under seal as of the Effective Date.

FRANCHISOR:

UPGRADE LABS FRANCHISE, INC.

By: _____

Name: _____

Title: _____

Effective Date: _____

FRANCHISEE:

[NAME OF FRANCHISEE]

By: _____

Name: _____

Title: _____

Date: _____

**ADDENDUM TO THE UPGRADE LABS FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA DEVELOPERS**

This Addendum to the Upgrade Labs Development Agreement dated _____ (“**Development Agreement**”) is entered into as of _____ (“**Effective Date**”) by and between **UPGRADE LABS FRANCHISE, INC.**, a Delaware corporation (“**Franchisor**”) and _____, a _____ [*insert type of organization and delete these brackets*] formed in _____ [*insert state and delete these brackets*] (“**Developer**”).

1. The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Developer was made in the State of Minnesota; **(B)** Developer is a resident of the State of Minnesota; and/or **(C)** the Development Area will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Sections 11:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5, which requires, except in certain cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of franchise agreements.

3. The following sentence is added to the end of Sections 12:

Developer will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

4. The following sentence is added to the end of Section 8.D, 11.D and 12:

Developer may not consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if a bond is required.

5. The following sentences are added to the end of Sections 12:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of Developer’s rights as provided for in Minnesota Statutes, Chapter 80C, or Developer’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, 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. The following is added to the end of Section 2:

Notwithstanding the foregoing, in the State of Minnesota, we will defer the payment of the Development Fee until the first Franchised Center that you develop under this Agreement opens for business. Upon the opening of the first Franchised Center, you shall pay the Development Fee to us.

8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

89. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

910. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including an electronic signature platform or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum under seal as of the Effective Date.

FRANCHISOR:

DEVELOPER:

UPGRADE LABS FRANCHISE, INC.

[NAME OF DEVELOPER]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Date: _____

**ADDENDUM TO THE UPGRADE LABS FRANCHISE AGREEMENT
REQUIRED FOR SOUTH DAKOTA FRANCHISEES**

This Addendum to the Upgrade Labs Franchise Agreement dated _____ (“**Franchise Agreement**”) is entered into as of _____ (“**Effective Date**”) by and between **UPGRADE LABS FRANCHISE, INC.**, a Delaware corporation (“**Franchisor**”) and _____, a _____ [insert type of organization and delete these brackets] formed in _____ [insert state and delete these brackets] (“**Franchisee**”).

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to Franchisee was made in the State of South Dakota; (B) Franchisee is a resident of the State of South Dakota; and/or (C) the Franchised Center will be located in the State of South Dakota.

2. Section 3.A.1 of the Franchise Agreement shall be amended by adding the following to the end of the Section:

Based upon Franchisor’s financial condition, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all initial fees and payments owed by Franchisee shall be deferred until Franchisor completes its pre-opening obligations under the Franchise Agreement and Franchisee opens the Franchised Center. Upon the opening of the Franchised Center, Franchisee shall pay all initial fees and payments to Franchisor.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

5. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including an electronic signature platform or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum under seal as of the Effective Date.

<u>FRANCHISOR:</u>	<u>FRANCHISEE:</u>
<u>UPGRADE LABS FRANCHISE, INC.</u>	<u>[NAME OF FRANCHISEE]</u>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Effective Date: _____	Date: _____

**ADDENDUM TO THE UPGRADE LABS DEVELOPMENT AGREEMENT
REQUIRED FOR SOUTH DAKOTA DEVELOPERS**

This Addendum to the Upgrade Labs Development Agreement dated _____ (“**Development Agreement**”) is entered into as of _____ (“**Effective Date**”) by and between **UPGRADE LABS FRANCHISE, INC.**, a Delaware corporation (“**Franchisor**”) and _____, a _____ [insert type of organization and delete these brackets] formed in _____ [insert state and delete these brackets] (“**Developer**”).

1. The provisions of this Addendum form an integral part of, and are incorporated into, the Development Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to Developer was made in the State of South Dakota; (B) Developer is a resident of the State of South Dakota; and/or (C) the Development Area will be located in the State of South Dakota.
2. Section 2 of the Development Agreement shall be amended by adding the following to the end of the Section:

Based upon Franchisor’s financial condition, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, Franchisor will defer the payment of the Development Fee until the first Franchised Center that Developer develops under this Agreement opens for business. Upon the opening of the first Franchised Center, Developer will pay the Development Fee to Franchisor.
3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.
4. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.
5. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including an electronic signature platform or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum under seal as of the Effective Date.

<u>FRANCHISOR:</u>	<u>DEVELOPER:</u>
<u>UPGRADE LABS FRANCHISE, INC.</u>	<u>[NAME OF DEVELOPER]</u>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Effective Date: _____	Date: _____

**UPGRADE LABS
LIST OF FRANCHISED CENTERS AS OF DECEMBER 31, 2024**

Franchisee	Center Street Address	City	State	Zip	Contact Phone Number
Biohacked CDA Corporation*	2086 N. Main Street	Coeur d'Alene	ID	83814	(208) 620-7134
Longevity Labs, LLC*	1611 W. 5 th Street, Suite 125	Austin	TX	78703	(360) 720-3541
LKTR, LLC	6030 North Market Street, Suite 135	Park City	UT	84098	(208) 290-7162
Improved Physiology LLC	4594 W. Partridgehill Lane, Suite B-170,	Riverton	UT	84096	(801) 336-1515
Legacy Labs Inc.	909 112 th Ave NE #201	Bellevue	WA	98004	(425) 532-3300

[*Area Developers](#)

**LIST OF FRANCHISEES THAT SIGNED FRANCHISE AGREEMENTS
BUT HAVE NOT OPENED AS OF DECEMBER 31, 2024**

Franchisee	Area Where Franchised Center Will Be Located	State Where Franchised Center Will Be Located	Phone Number
Equanimity Labs LLC	Orlando	Florida	(954) 699-9659
Noble Life, LLC	St. Johns	Florida	(904) 477-4387
Sigue Adelante, LLC	Greenville	South Carolina	(863) 808-9883
Upgrade Tennessee, LLC	Nashville	Tennessee	(615) 947-7056

**~~LIST OF DEVELOPERS WITH SIGNED DEVELOPMENT AGREEMENTS
AS OF DECEMBER 31, 2024~~**

Franchisee	Area Where Franchised Center(s) Will Be Located	State Where Franchised Center(s) Will Be Located	Phone Number
Longevity Labs, LLC	Austin	Texas	(360) 720-3541
Biohacked CDA Corporation	Spokane	Washington	(208) 720-0476

**LIST OF FRANCHISEES THAT TRANSFERRED A CENTER, CLOSED A CENTER
OR WERE TERMINATED IN 2024**

Franchisee and Contact Person	City	State	Phone Number	Reason
Renewed Life, LLC	Charlotte	North Carolina	(803) 493-3523	Center Not Opened
Elevated Performance LLC	Meridian	Idaho	(208) 900-6411	Closed Center