

FRANCHISE DISCLOSURE DOCUMENT



Prime I.V. Hydration & Wellness, Inc.
A Wyoming Corporation
1434 Kelly Johnson Blvd.
Colorado Springs, CO 80920
Telephone: (719) 375-1413
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Email: Franchising@PrimeIVHydration.com

This disclosure document is for the right to own and operate a franchise (“Unit Franchise”) in which you will be responsible for operating and/or managing IV rejuvenation centers (“Center(s)”) that specialize in providing customized nutrient IV hydration therapy, along with hormone and peptide therapy, to the general public at a specific location under the word mark “Prime IV Hydration & Wellness®” and design/logo mark “and such other trademarks we authorize (“Marks”). Each Unit Franchise will report to and receive support directly and indirectly from our corporate headquarters, or from one of our Area Representatives where the Unit Franchise is located.

The total investment necessary to begin operation of a new Prime IV Hydration & Wellness® Center is ~~\$190,501~~ \$187,701 to ~~\$632,193~~. This amount includes \$49,000 that must be paid to the franchisor or an affiliate.

The total investment necessary to begin operation of an Add-On Prime IV Hydration & Wellness® Center is ~~\$99,501~~ to ~~\$369,393~~. This amount includes \$34,000 that must be paid to the franchisor or an affiliate.

This disclosure document (“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 fourteen (14) calendar days before you sign a binding agreement with, or make any payment to us 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 Amy Neary, Chief Executive Officer, Prime I.V. Hydration & Wellness, Inc., 1434 Kelly Johnson Blvd. Colorado Springs, CO 80920, (719) 375-1413. 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. 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 for additional information on franchising. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 29, 2025

Special Risks to Consider About *This* Franchise

1. **Out-of-State Dispute Resolution.** The Franchise Agreement requires you to resolve disputes with the franchise by mediation, arbitration, and/or litigation only in Colorado. Out-of-state mediation, arbitration, and/or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Colorado than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **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.
4. **Short Operating History.** The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
5. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
6. **Unopened Franchises.** The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

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.

YOUR ESTIMATED INITIAL INVESTMENT*					
Type of Expenditure	Amount		Method Of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Technology Fee (set up plus 3-months) (\$249/month) (17)	\$747	\$747	As incurred	Before and after opening	Us or Vendors
POS System (\$315/month) (17)	\$945	\$945	As incurred	Before and after opening	Us or Vendors
EMR System (set up plus 3 months) (\$75 to \$125/month) (17)	\$225	\$375	As incurred	Before and after opening	Us or Vendors
Accounting Software (17)	\$147	\$300	As incurred	Before and after opening	Vendors
Insurance Deposits and Premiums (18)	\$3,500	\$5,000	As agreed	As incurred	Insurance companies
Pre-opening Operations (19)	\$2,500	\$7,000	As agreed	Before opening	Us or Vendors
Grand Opening and Initial Marketing (20)	\$17,000	\$17,000	As agreed	Before opening	Us or Required Vendors
Additional Funds (3 months) (21)	\$15,000	\$15,000	As agreed	As incurred	Third-Parties
TOTAL ESTIMATED INITIAL INVESTMENT (22)	\$190,501 <u>\$187,701</u>	\$632,193			

ESTIMATED INITIAL INVESTMENT

(Add-On Unit Franchise)

YOUR ESTIMATED INITIAL INVESTMENT*					
Type of Expenditure	Amount		Method Of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (1)	\$34,000	\$34,000	Lump sum	When you sign the Franchise Agreement	Us
Security Deposits (2)	\$0	\$0	As agreed	Before opening	Landlord and /or utility companies

State Effective Dates

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

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

State	Effective Date
California	Exempt
Hawaii	Pending
Illinois	Separate FDD May 16, 2025
Indiana	Pending May 20, 2025
Maryland	Separate FDD
Michigan	September 8, 2024
Minnesota	August 9, 2024 As Amended October 16, 2024 Pending
New York	Pending
North Dakota	Not Registered
Rhode Island	Pending
South Dakota	Not Registered
Virginia	Pending
Washington	Separate FDD
Wisconsin	Pending April 29, 2025

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