



FRANCHISE DISCLOSURE DOCUMENT

Face Foundrie Franchising L.L.C.
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As a franchisee you will operate a focused facial bar under the trademark “FACE FOUNDRIÉ”® offering efficient and effective services, including 20- to 50-minute facials, waxing, and skincare products.

The total investment necessary to begin operation of a Face Foundrie Facial Bar is \$351,900 to \$698,850. This includes between \$51,700 and \$55,600 that must be paid to us or our affiliates. We may also offer you the right to develop two or more Facial Bars. You would then sign an “Area Development Agreement” and pay a Development Fee equal to the sum of \$40,000 per Facial Bar you agree to develop. You would not then pay an initial franchise fee for each Facial Bar. Your estimated initial investment will vary based on the number of Facial Bar franchises to be developed.

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 Michele Henry at (855) 959-3223 or franchising@facefoundrie.com.

The terms of your contract will govern your franchise relationship. Do not 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 such as 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: **April 18, 2025, as amended May 8, 2025**

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 area development agreement require you to resolve disputes with the franchisor by mediation, arbitration, or litigation only in Minnesota. Out-of-state mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Minnesota 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 if your spouse has no ownership interest in the franchise. This Guarantee will place both you and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make mandatory minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.
4. **Supplier Control.** You must purchase all or nearly all of the inventory ~~and~~or supplies ~~that are~~ necessary to operate your business from ~~the~~ Franchisor, its affiliates, or ~~from~~ suppliers that ~~the~~ Franchisor designates, at prices ~~that~~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 franchised business.

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.

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EXHIBITS

- A. STATE AGENCIES AND ADMINISTRATORS AND FRANCHISOR’S AGENTS FOR SERVICE OF PROCESS
- B. FRANCHISE AGREEMENT
- C. AREA DEVELOPMENT AGREEMENT
- D. OPERATIONS MANUAL TABLE OF CONTENTS
- E. FINANCIAL STATEMENTS
- F. LIST OF FRANCHISEES AS OF DECEMBER 31, 2024
- G. FORM OF RELEASE
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- I. STATE EFFECTIVE DATES AND RECEIPTS

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT H.

Face Foundrié South Congress LLC	1221 South Congress Ave, Suite 110, Austin TX 78704
Face Foundrié West Village LLC	3839 McKinney Avenue, Suite 157, Dallas, TX 75204
FF MOCKINGBIRD LLC	6465 E. Mockingbird Lane, Suite 430, Dallas, TX 75214
FF TARRYTOWN LLC	2727 Exposition Blvd, #101, Austin, TX 78703

We have no other parents, predecessors or affiliates required to be included in this Item. Except as described above, neither we, nor our affiliates, have offered franchises in any other line of business or otherwise conduct business of the type offered to you in this Disclosure Document.

Our agents for service of process are disclosed on [Exhibit A](#) to this Disclosure Document.

The Franchise

We offer franchises for the operation of a facial bar under the name “FACE FOUNDRITÉ” (“**Facial Bars**”). Your Facial Bar will offer efficient and effective services, including 20- to 50-minute facials, waxing and skincare products. You will operate your Facial Bar under the form of Franchise Agreement attached to this Disclosure Document as [Exhibit B](#) (the “**Franchise Agreement**”). We offer to enter into Franchise Agreements with qualified legal entities and persons. Facial Bar services are offered according to specified protocol and procedures, use high quality products, and offer high-end customer service.

Under the Franchise Agreement, you will operate your Facial Bar at a designated location, which may be either owned by you or leased from a third party, in compliance with our requirements as they are adopted from time to time. A typical Facial Bar occupies approximately 1,400 to 2,200 square feet of space, and is generally located in a high traffic retail location. All Facial Bars are constructed to our specifications as to format, size, layout, decor and the like, unless we agree otherwise.

We also offer qualified people the right to develop multiple Facial Bars within a specific territory under the terms of an “**Area Development Agreement**.” The minimum number of Facial Bars required to be open under the Area Development Agreement is two (2). The form of Area Development Agreement is attached as [Exhibit C](#). If you sign an Area Development Agreement, you will, [at the same time, sign a Franchise Agreement for your first Facial Bar in the form attached to this Disclosure Document as Exhibit B, and then you will](#) sign a separate then-current form of the Franchise Agreement for each [additional](#) Facial Bar you develop under your Area Development Agreement, which may differ from the current Franchise Agreement attached to this Disclosure Document.

You will operate a Facial Bar, at your expense, as an independent business utilizing our business format, procedures, designs, layouts, trade dress, standards, specifications, methods of operation, customer service standards, purchasing and sourcing procedures, quality products and services, training and assistance, technology standards, and marketing, advertising and promotional programs (the “**System**”). You must use the System at your Facial Bar, which includes, without limitation, the common use and promotion of the name “FACE FOUNDRITÉ” and other service marks, trademarks, trade names, logos, emblems, signs, slogans, insignia and other commercial symbols we may designate from time to time (collectively, the “**Marks**”). We may from time to time add or delete products and/or services and change, improve, add to, and further develop the specifications, standards, procedures, methods of operation and other elements of our System, and you will be expected to follow suit. You will offer and provide products and services to the general public, at all times complying with the Franchise Agreement and our confidential operations manual (the “**Operations Manual**”) to which you will be provided access. You may only offer services and products with our prior approval. In jurisdictions that require medical supervision of certain Face Foundrié services, Facial Bars may need to ensure that they are providing medical supervision that complies with the applicable state and local laws.

Regulatory Matters

of the Development Fee are payable in full when you sign the Area Development Agreement and are non-refundable. In our last fiscal year, our Development Fee was uniformly \$36,000 multiplied by the number of Facial Bars to be developed under an Area Development Agreement, which was our then-current Development Fee, except that we allowed one existing area developer to purchase additional units for \$32,500 each.

Initial Opening Package

Our affiliate, Face Foundrié Products L.L.C., and other designated suppliers will be the designated suppliers of certain branded and proprietary items for use in your Facial Bar, including cleansers, masques, serums, oils, brow tints, and other facial supplies, printed marketing materials, and other items that we adopt for use in the System. Such items are estimated to cost in the range of \$48,000 to \$59,100, prior to opening your Facial Bar; of this amount, we estimate up to \$500 will be paid to our affiliate for optional products. We may add to or delete from such items which must be purchased from us prior to opening, and on an ongoing basis, at any time. The cost for the purchase of these products and services are non-refundable. If we do not require that you purchase such items from us or our affiliate, you must purchase them from our designated supplier(s).

Construction Visits

We reserve the right to conduct on-site inspections during the construction of your Facial Bar, as we deem appropriate, to ensure the construction of the site meets our brand standards. We estimate that we will have one construction visit to your site and, as of the date of this Disclosure Document, there is no cost to you for this first visit. If additional construction visits are required, however, we may require you to pay us or reimburse us our out-of-pocket expenses that we incur in conducting such on-site inspections, including costs of transportation, lodging, and meals. We estimate that the payments to us for any additional construction visit will range from \$500 to \$1,500 per visit. These costs are non-refundable.

Extension Fee

You will have 10 months from the date you sign the Franchise Agreement to open and begin operating your Facial Bar. If you request to extend that time by six months, and we approve your request, you will pay us an extension fee. The amount of the extension fee will depend on whether you want to retain any protected territory that has been granted to you. If you want to retain the protected territory, the extension fee will be \$2,500. If you instead want to release any protected territory that has been granted to you and seek a site for your location in an area “to be determined,” the extension fee will be \$1,500. If we grant the extension, after 16 months from the date you sign the Franchise Agreement you must begin paying the Minimum Royalty Fee to us, whether or not your Facial Bar is open. After 16 months, if you have not opened your Facial Bar we may place the Franchise Agreement in default and, if you do not open within any time that may be provided for cure, we may terminate the Franchise Agreement, even if you have been paying Minimum Royalty Fees to us. Extension fees may also apply if we agree to allow you to extend the date for opening any Facial Bar that you agree to open under your Area Development Agreement. We are not obligated to grant any extensions, and we have the right to condition our consent on other requirements. Extension fees are not refundable and are not credited against any other obligation you may have to us.

Accounting System Set-Up Fee

We charge a one-time “**Accounting System Set-Up Fee**” of \$500 to cover the setup of your QuickBooks with the approved chart of accounts and products and services. The Accounting System Set-up Fee is non-refundable.

Background Check

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 the information about possible performance at a particular location or under particular circumstances.

We provide prospective franchisees with certain information regarding actual historical gross sales from the operation of franchised and affiliate-owned Facial Bars for a 12-month period from April 1, 2024, to March 31, 2025. We also provide actual earnings information for our affiliate-owned Facial Bars in calendar year 2024. For purposes of this disclosure, we may refer to our affiliate-owned Facial Bars as “corporate Facial Bars.”

A. HISTORIC GROSS SALES INFORMATION FOR CORPORATE AND FRANCHISED FACIAL BARS FOR THE PERIOD APRIL 1, 2024 – MARCH 31, 2025

Corporate Facial Bars

The Gross Sales figures in the table below reflect the Gross Sales reported ~~to us~~by our point of sales system between April 1, 2024, and March 31, 2025, ~~by~~for the four corporate Facial Bars that were in operation for that entire period. These reported figures were not audited. Because they were not open during the entirety of the reporting period, the figures below do not include information from four corporate Facial Bars: Two that closed in July 2024, one that opened in May 2024, and one that was sold to a franchisee in December 2024. Other than as disclosed in this paragraph, there were no other corporate Facial Bars in operation during the reporting period.

<u>April 1, 2024 – March 31, 2025 Actual Gross Sales¹</u>				
	Facial Bar Opened March 2019	Facial Bar Opened November 2019	Facial Bar Opened October 2020	Facial Bar Opened March 2024
Gross Sales ¹	\$1,998,520 ²	\$1,375,187 ³	\$1,267,070 ⁴	\$708,233 ⁵
Average Gross Sales ¹	\$1,337,253			
<u>Number/Percent#/%</u> <u>At or</u> Above Average Gross Sales	2/50%			
Median Gross Sales ¹	\$1,321,129			
Highest Gross Sales	\$1,998,520 ²			
Lowest Gross Sales	\$708,233 ⁵			

Some Facial Bars have sold this amount. Your individual results may differ. There is no assurance that you’ll sell as much.

Franchised Facial Bars

The Gross Sales figures in the table below reflect the Gross Sales reported ~~to us~~by our point of sales system between April 1, 2024, and March 31, 2025, ~~by~~for the 34 franchised Facial Bars that were in operation during that entire reporting period. For reporting purposes, we have grouped these Facial Bars into four quartiles

based on Gross Sales. These reported figures were not audited. The figures below do not include 14 franchised Facial Bars that opened in 2024, but after April 1, 2024, and thus were not open during the entirety of the reporting period. No franchised Facial Bars closed during the reporting period. The figures below include one former corporate Facial Bar that was purchased by a franchisee in December 2024. Other than as disclosed in this paragraph, there were no other franchised Facial Bars in operation during the reporting period.

<u>April 1, 2024 – March 31, 2025 Actual Gross Sales¹</u>					
	Top Quartile (8 Facial Bars)	Second Quartile (9 Facial Bars)	Third Quartile (8 Facial Bars)	Bottom Quartile (9 Facial Bars)	All (34 Facial Bars)
Average Gross Sales ¹	\$1,267,916 ⁶	\$809,691 ⁷	\$567,172 ⁸	\$348,039 ⁹	\$738,243 ¹⁰
<u>Number/Percent#/%</u> At or Above Average Gross Sales	5/63%	5/56%	3/38%	4/44%	17/50%
Median Gross Sales ¹	\$1,295,480	\$829,252	\$557,060	\$338,770	\$691,057
Highest Gross Sales	\$1,754,928	\$886,836	\$639,023	\$427,043	\$1,754,928
Lowest Gross Sales	\$893,710	\$743,091	\$524,707	\$274,669	\$274,669

These Gross Sales were compiled from Facial Bars that opened as early as August 2021, and as recently as February March 2024.

Some Facial Bars have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Franchised and Corporate Facial Bars

The following table combines the Gross Sales information from the two tables above and presents Gross Sales information about 38 franchised and corporate Facial Bars.

The Gross Sales figures in the table below reflect the Gross Sales reported ~~to us~~ by our point of sales system between April 1, 2024, and March 31, 2025, ~~by~~ for the 34 franchised and four corporate Facial Bars that were in operation for that entire period. For reporting purposes, we have grouped these Facial Bars into four quartiles based on Gross Sales. These reported figures were not audited. Because they were not open during the entirety of the reporting period, the figures below do not include 14 franchised Facial Bars that opened during 2024, but after April 1, 2024, and thus were not open during the entirety of the reporting period, nor does it include four corporate Facial Bars: Two that closed in July 2024, one that opened in May 2024, and one that was sold to a franchisee in December 2024. Other than as disclosed in this paragraph, there were no other corporate or franchised Facial Bars in operation during the reporting period.

<u>April 1, 2024 – March 31, 2025 Actual Gross Sales¹</u>					
	Top Quartile (9 Facial Bars)	Second Quartile (10 Facial Bars)	Third Quartile (9 Facial Bars)	Bottom Quartile (10 Facial Bars)	All (38 Facial Bars)
Average Gross Sales ¹	\$1,441,838 ¹¹	\$835,169 ¹²	\$607,110 ¹³	\$365,706 ¹⁴	\$801,297 ¹⁵

Number/Percent#/% At or Above Average Gross Sales	4/44%	5/50%	3/33%	4/40%	16/42%
Median Gross Sales ¹	1,375,187	\$838,699	\$580,129	\$348,759	\$746,383
Highest Gross Sales	1,998,520	\$913,849	\$743,091	\$524,707	1,998,520
Lowest Gross Sales	\$944,553	\$749,675	\$537,641	\$274,669	\$274,669

These Gross Sales were compiled from Facial Bars that opened as early as March 2019, and as recently as March 2024.

Some Facial Bars have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

The figures in the three tables above and the notes below are derived from data provided ~~to us~~ by our ~~franchisees and affiliates~~ point of sales system for the period indicated. All figures were prepared without an audit. Prospective franchisees and franchise sellers should be advised that no certified public accountant has audited these figures or expressed his/her opinion on their content or form. The figures above do not reflect costs of sales, operating expenses, or other costs or expenses that must be deducted from net sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Facial Bar. Franchisees or former franchisees, if any, listed in this Disclosure Document, may be one source of this information. The reported Facial Bars offer substantially the same products and services to the public as you will as a franchisee operating a franchised unit.

NOTES

- 1 For purposes of this disclosure, "Gross Sales" includes all revenue derived from the operations of a Facial Bar, ~~excluding less~~ sales or use tax and ~~other~~ customer refunds, allowances, and discounts given in good faith. Gift card revenue is recognized upon redemption. This is the same calculation we use to calculate the Royalty Fee and other amounts under the Franchise Agreement.

Average Gross Sales of Facial Bars is calculated by determining the total amount of Gross Sales of the Facial Bars in the data set for the time period in the data set and dividing that amount by the total number of Facial Bars in the data set. Median Gross Sales is the middle Gross Sales number in the applicable data set, or the average of the two middle Gross Sales numbers when there is an even number of observations in the applicable data set.

- 2 At this Facial Bar, membership sales made up 31.31% of Gross Sales, service sales made up 56.48% of Gross Sales, and product sales made up 12.22% of Gross Sales.
- 3 At this Facial Bar, membership sales made up 32.10% of Gross Sales, service sales made up 54.91% of Gross Sales, and product sales made up 12.99% of Gross Sales.
- 4 At this Facial Bar, membership sales made up 31.93% of Gross Sales, service sales made up 54.78% of Gross Sales, and product sales made up 13.29% of Gross Sales.
- 5 At this Facial Bar, membership sales made up 32.01% of Gross Sales, service sales made up 54.07% of Gross Sales, and product sales made up 13.92% of Gross Sales.

All of these Facial Bars, both franchised and corporate, offered substantially the same products and services as you are expected to offer. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

**B. HISTORIC GROSS SALES INFORMATION FOR FACIAL BARS FOR THE PERIOD
APRIL 1, 2024 – MARCH 31, 2025: NUMBER OF YEARS OPEN**

In the three tables below, we report gross sales data from our four corporate Facial Bars and our 34 franchised Facial Bars that were open during the entire reporting period of April 1, 2024, through March 31, 2025. The disclosures present the average and median gross sales performance of these Facial Bars, the number and percentage of Facial Bars whose performance met or exceeded the average, and the highest and lowest figures in the range. The information is based on gross sales reports from our point of sales system for the franchised Facial Bars, which were not audited, and the gross sales reports from our corporate Facial Bars’ point of sales system, which were also not audited. The Facial Bars reported offer substantially the same products and services to the public as you will offer as a franchisee operating a franchised Facial Bar.

We report this information in three tables, organized according to how long the Facial Bars have been in operation: (a) one table for Facial Bars that opened prior to April 1, 2022, and thus as of March 31, 2025, have been in operation three or more years, which we consider to be at maturity; (b) one table for Facial Bars that opened after April 1, 2022, but prior to March 31, 2023, and thus as of March 31, 2025 have been in operation for two to three years, which we consider to be in a ramp-up phase; and (c) one tier for Facial Bars that opened after April 1, 2023, but prior to March 31, 2024, and thus as of March 31, 2025 have been in operation for one to two years, which we consider to be in a start-up phase.

Because they were not open during the entirety of the reporting period, the figures below do not include 14 franchised Facial Bars that opened during 2024, but after April 1, 2024, and thus were not open during the entirety of the reporting period, nor does it include four corporate Facial Bars: Two that closed in July 2024, one that opened in May 2024, and one that was sold to a franchisee in December 2024. Other than as disclosed in this paragraph, there were no other corporate or franchised Facial Bars in operation during the reporting period.

Facial Bars Open 3 Years or More

Presented in the following table are Gross Sales data for the three corporate Facial Bars and nine franchised Facial Bars that opened prior to April 1, 2022.

<u>April 1, 2024 – March 31, 2025 Actual Gross Sales¹</u>			
	<u>Corporate</u>	<u>Franchised</u>	<u>All Facial Bars</u>
<u>Number of Facial Bars</u>	<u>3</u>	<u>9</u>	<u>12</u>
<u>Average Gross Sales²</u>	<u>\$1,546,926</u>	<u>\$1,134,864</u>	<u>\$1,237,879</u>
<u>Median Gross Sales³</u>	<u>\$1,375,187</u>	<u>\$913,849</u>	<u>\$1,267,853</u>
<u>Highest Gross Sales</u>	<u>\$1,998,520</u>	<u>\$1,754,928</u>	<u>\$1,998,520</u>
<u>Lowest Gross Sales</u>	<u>\$1,267,070</u>	<u>\$765,836</u>	<u>\$765,836</u>
<u>#/% At or Above Average Gross Sales</u>	<u>1/33%</u>	<u>4/44%</u>	<u>7/58%</u>

Some Facial Bars have sold this amount. Your individual results may differ. There is no assurance that you’ll sell as much.

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Facial Bars Open 2-3 Years

Presented in the following table are Gross Sales data for the nine franchised Facial Bars that opened between April 1, 2022, and March 31, 2023. No corporate Facial Bars included in this disclosure opened during this period.

<u>April 1, 2024 – March 31, 2025 Actual Gross Sales¹</u>			
	<u>Corporate</u>	<u>Franchised</u>	<u>All Facial Bars</u>
<u>Number of Facial Bars</u>	<u>0</u>	<u>11</u>	<u>11</u>
<u>Average Gross Sales²</u>	<u>N/A</u>	<u>\$737,111</u>	<u>\$737,111</u>
<u>Median Gross Sales³</u>	<u>N/A</u>	<u>\$639,023</u>	<u>\$639,023</u>
<u>Highest Gross Sales</u>	<u>N/A</u>	<u>\$1,450,028</u>	<u>\$1,450,028</u>
<u>Lowest Gross Sales</u>	<u>N/A</u>	<u>\$338,141</u>	<u>\$338,141</u>
<u>#/% At or Above Average Gross Sales</u>	<u>N/A</u>	<u>5/45%</u>	<u>5/45%</u>

Some Facial Bars have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Facial Bars Open 1-2 Years

Presented in the following table are Gross Sales data for the one corporate Facial Bar and 14 franchised Facial Bars that opened between April 1, 2023, and March 31, 2024.

<u>April 1, 2024 – March 31, 2025 Actual Gross Sales¹</u>			
	<u>Corporate</u>	<u>Franchised</u>	<u>All Facial Bars</u>
<u>Number of Facial Bars</u>	<u>1</u>	<u>14</u>	<u>15</u>
<u>Average Gross Sales²</u>	<u>708,233</u>	<u>\$484,163</u>	<u>\$499,101</u>
<u>Median Gross Sales³</u>	<u>708,233</u>	<u>\$414,408</u>	<u>\$427,043</u>
<u>Highest Gross Sales</u>	<u>708,233</u>	<u>\$829,252</u>	<u>\$829,252</u>
<u>Lowest Gross Sales</u>	<u>708,233</u>	<u>\$274,669</u>	<u>\$274,669</u>
<u>#/% At or Above Average Gross Sales</u>	<u>1/100%</u>	<u>6/43%</u>	<u>7/47%</u>

Some Facial Bars have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

NOTES

- 1 For purposes of this disclosure, "Gross Sales" includes all revenue derived from the operations of a Facial Bar less sales or use tax and customer refunds, allowances, and discounts given in good faith. Gift card revenue is recognized upon redemption. This is the same calculation we use to calculate the Royalty Fee and other amounts under the Franchise Agreement.

- 2 Average Gross Sales of Facial Bars is calculated by determining the total amount of Gross Sales of the Facial Bars in the data set for the time period in the data set and dividing that amount by the total number of Facial Bars in the data set.
- 3 Median Gross Sales is the middle Gross Sales number in the applicable data set, or the average of the two middle Gross Sales numbers when there is an even number of observations in the applicable data set.

C. ACTUAL PERFORMANCE OF CORPORATE¹ FACIAL BARS IN CALENDAR YEAR 2024

The following table reflects actual earnings information for calendar year 2024 for our three corporate Facial Bars that operated during all of calendar year 2024. For each Facial Bar, we present EBITDA (earnings before interest, taxes, depreciation and amortization) figures. These Facial Bars are located in Edina, Minnesota; Minneapolis, Minnesota; and Maple Grove, Minnesota. The information is based on the sales and expense reports of these locations, which were not audited. The figures below do not include information from five corporate Facial Bars that operated for only a part of 2024: Two that closed in July 2024, one that opened in March 2024, one that opened in May 2024, and one that was sold to a franchisee in December 2024.

The corporate Facial Bar in Edina, Minnesota opened in March 2019, and thus the sales and expenses in the second and third columns below depict performance in its fifth full calendar year of operations. The corporate Facial Bar in Minneapolis, Minnesota opened in November 2019, and thus the sales and expenses in the fourth and fifth columns below depict performance in its fifth full calendar year of operations. The corporate Facial Bar in Maple Grove, Minnesota opened in October 2020, and thus, the sales and expenses in the sixth and seventh columns below depict performance in its fourth full calendar year of operations.

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	Edina Location January 1, 2024 – December 31, 2024 Actuals ¹	Percent of Gross Sales	Minneapolis Location January 1, 2024 – December 31, 2024 Actuals ¹	Percent of Gross Sales	Maple Grove Location January 1, 2024 – December 31, 2024 Actuals ¹	Percent of Gross Sales
Opening Date	March 2019		November 2019		October 2020	
Gross Sales from Membership	\$581,472	31.25%	\$416,183	30.40%	\$387,466	30.66%
Gross Sales from Services	\$1,033,315	55.54%	\$767,503	56.06%	\$677,750	53.62%
Gross Sales from Product Sales	\$245,711	13.21%	\$185,373	13.54%	\$198,696	15.72%
Returns/ Allowances <u>Allowances</u> ³	-\$29,458		-\$13,787		-\$18,781	
Total Gross Sales	\$1,831,040		\$1,355,272		\$1,245,130	
NON-DISCRETIONARY EXPENSES²						
Labor Costs ³ <u>Costs</u> ⁴	<u>\$606,687,556.923</u>	<u>32.6129.93</u> %	<u>\$497,159,521,284</u>	<u>36.3138.08</u> %	<u>\$445,586,430,989</u>	<u>35.2534.10</u> %
Operating Costs ⁴ <u>Costs</u> ⁵	<u>\$132,026,120.987</u>	<u>7.1406.50</u> %	<u>\$88,934,104,634</u>	<u>6.597.64</u> %	\$96,174	7.61%
Cost of Goods Sold	<u>\$289,276,290,113</u>	15.5559%	\$230,669	16.85%	\$214,862	17.00%
Rent and Utilities ⁵ <u>Utilities</u> ⁶	\$171,927	9.24%	<u>\$92,860,77,161</u>	<u>6.785.64</u> %	\$104,429	8.26%
Total Costs	<u>\$1,499,915,139.951</u>		<u>\$827,207,933,748</u>		<u>\$861,050,846,453</u>	
EXPENSES APPLICABLE TO FRANCHISED LOCATIONS						
Royalty ⁶ <u>Royalty</u> ⁷	<u>\$130,235,128,173</u>	7%	<u>\$95,834,94,869</u>	7%	<u>\$88,474,87,159</u>	7%
Marketing Contribution ⁷ <u>Contribution</u> ⁸	<u>\$55,815,54,931</u>	3%	<u>\$41,072,40,658</u>	3%	<u>\$37,917,354</u>	3%
Technology Fee ⁶ <u>Fee</u> ⁷	<u>\$4,800,500</u>	≤1%	<u>\$4,800,500</u>	≤1%	<u>\$4,800,500</u>	<1%
EARNINGS BEFORE INTEREST, TAXES, DEPRECIATION & AMORTIZATION (EBITDA)⁸⁹						
	<u>\$440,275,503,486</u>	<u>23.6627.50</u> %	<u>\$303,943,281,497</u>	<u>22.20.77</u> %	<u>\$252,889,269,665</u>	<u>20.0121.66</u> %

NOTES

1. The financial performance figures and expenses above are actual historical information regarding our corporate Facial Bars in Edina, Minnesota; Minneapolis, Minnesota; and Maple Grove, Minnesota. The Edina location opened in March 2019; the Minneapolis location opened in November 2019; and the Maple Grove location opened in October 2020. You should conduct an independent investigation of revenue, costs, and expenses you will incur in operating your franchised business. Franchisees or former franchisees listed in [Exhibit F](#) to this Disclosure Document may be one source of this information. “Gross Sales” as used herein as the same definition of “Gross Sales” used elsewhere in this Disclosure Document, which includes all revenue derived from the operations of a Facial Bar, ~~excluding less~~ sales or use tax and ~~other~~ customer refunds, allowances, and discounts given in good faith. Gift card revenue is recognized upon redemption.
2. These expenses are based on actual expenses reported by our corporate Facial Bars. Your total expenses will depend on a number of factors including, but not limited to, your location and the business decision that you make. The actual expenses for your location may vary considerably from these expenses based on a number of factors, including but not limited to, your rent, level of staffing, the amount of local marketing expenditures, credit loss, the precise breakdown of the services you provide, insurance coverage, discounts you offer, the amount and terms of any financing your secure for your location, the amount and level of additional expenses you incur, and other factors.
3. [In addition to returns, this line items includes promotions and discounts.](#)
- ~~3.4.~~ The labor costs include payroll and professional fees. These figures do not include salary for the owner, but do include the salary for a Salon Manager. These figures also do not include a management fee paid to our affiliate for certain administrative expenses, as that is an expense that would not apply to the operation of a franchised Facial Bar. In 2024, the Edina location averaged 24-28 employees on payroll, the Minneapolis location averaged 18-20 employees on payroll, and the Maple Grove location averaged 18-20 employees on payroll. In 2024, we raised wages for certain positions at all of our corporate Facial Bars in Minnesota to match those at our Minneapolis Facial Bar, which is subject to a citywide minimum wage ordinance. [We also implemented in 2024 paid time off benefits to certain employees; this additional benefit increased labor costs at the Edina location by approximately \\$13,300, at the Minneapolis location by approximately \\$10,300, and at the Maple Grove location by approximately \\$6,200. Additionally, in 2024 Minnesota’s Earned Safe and Sick Time law took effect, which mandated that employers provide paid sick leave to employees. We also tested a non-esthetician manager structure at our Maple Grove location in 2024.](#)
- ~~4.5.~~ Operating costs include the costs of technology and related supplies, local marketing, credit card fees and bank charges, insurance, and miscellaneous expenses such as dues and subscriptions, accounting and legal fees, repairs and maintenance, travel, use taxes and licenses, and meals incurred in the operation of the Facial Bar. [In addition, our Maple Grove location underwent a five-year refresh in 2024, which increased its operating costs by approximately \\$5,000. In 2024, all three of our locations increased spending on local marketing activities; this added spending increased operating costs by approximately \\$15,800 in our Edina location, by approximately \\$23,800 in our Minneapolis location, and by approximately \\$16,000 in our Maple Grove location.](#)
- ~~5.6.~~ The rent at the Edina Facial Bar between January 1, 2024 and May 31, 2024 was based on approximately 1,250 square feet, and the rent paid was \$130.93 per square foot; following a

relocation, the Edina Facial Bar’s rent from June 1, 2024 to December 31, 2024 was based on approximately 2,015 square feet and was \$88.25 per square foot. The rent at the Minneapolis Facial Bar was based on approximately 2,000 square feet, and the rent paid was \$46.43 per square foot. The rent at the Maple Grove Facial Bar was based on approximately 1,565 square feet, and the rent paid was \$66.73 per square foot. These rent amounts include percentage rent where applicable; [percentage rent took effect at our Maple Grove location in 2024](#). These amounts also ~~includes~~[include](#) utilities. Based on our affiliates’ experience operating these Facial Bars, we recommend that franchised facial bars have 1,400 to 2,200 square feet of space. If you have a larger Facial Bar, or pay more for rent, this expense could increase significantly.

~~6.7.~~ The Royalty Fee and Technology Fee are expenses you will incur under a Franchise Agreement with us, and which did not apply to our corporate Facial Bars in 2024. Thus, we have calculated what the Facial Bar would have paid and included these amounts. In making these calculations, we applied a Technology Fee of ~~\$400~~[\\$375](#) per month, which is the fee in effect [in 2024](#). [The Technology Fee](#), as of the date of this Disclosure Document, ~~is \$400 per month~~.

~~7.8.~~ The Marketing Contribution was calculated as 3% [of](#) Gross Sales, which is the rate in effect as of the date of this Disclosure Document.

~~8.9.~~ This statement presents EBITDA (earnings before interest, taxes, depreciation and amortization), not operating income nor net income.

Some affiliate outlets sold these amounts. Your individual results may differ. There is no assurance that you will sell as much.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, 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 Michele Henry, 6446 Flying Cloud Drive, Eden Prairie, Minnesota 55344, (855) 959-3223, franchising@facefoundrie.com, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For Fiscal Years 2022 - 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	7	19	+12
	2023	19	30	+11

State	Franchise Agreements Signed, Not Yet Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Tennessee	0	1	0
Texas	2	1	2
Totals	24	21	2

All numbers are as of December 31st for each year.

A list of the names of all franchisees and area developers, and the addresses and phone numbers of their franchises, as of December 31, 2024, is included in Exhibit F. Exhibit F also includes the franchisees or area developers who had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the System.

There are currently no known trademark-specific franchisee organizations associated with the System.

ITEM 21. **FINANCIAL STATEMENTS**

Attached to the Disclosure Document as Exhibit E are the audited financial statements for our fiscal years ended December 31, 2024, 2023 and 2022. Our fiscal year ends December 31. We are also enclosing our interim financial statements as of February 28, 2025. THE INTERIM FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THE CONTENT OR FORM.

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EXHIBIT B
FRANCHISE AGREEMENT

(see attached)

NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF FRANCHISEE'S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR FRANCHISEE'S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

7. **MUTUAL WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES.** If and then only to the extent required by the Minnesota Franchises Law, Sections 18.05 and 18.06 of the Franchise Agreement are deleted.

8. **LIMITATION OF CLAIMS.** The following is added to the end of Section ~~18.06~~19.07 of the Franchise Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17, subd. 5 more than 3 years after the cause of action accrues.

9. **INJUNCTIVE RELIEF.** Section 18.01 of the Franchise Agreement is deleted and replaced with the following:

Nothing in this Agreement bars Franchisor's right to obtain specific performance of the provisions of this Agreement and seek injunctive relief against conduct that threatens to injure or harm Franchisor, the Marks or the System, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Franchisee agrees that Franchisor may seek such injunctive relief. Franchisee agrees that its only remedy if an injunction is entered against Franchisee will be the dissolution of that injunction, if warranted, upon due hearing, and Franchisee hereby expressly waives any claim for damages caused by such injunction. A court will determine if a bond is required.

10. SECTION 6.05; NSF CHECKS. NSF checks are governed by Minn. Stat. 604.113, which puts a cap of \$30 on service charges.

~~40.11.~~ 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 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 with the franchise.

[Signature page follows.]

EXHIBIT C
AREA DEVELOPMENT AGREEMENT

(see attached)

**ADDENDUM TO THE ADDENDUM TO THE FACE FOUNDRÍE FRANCHISING L.L.C.
AREA DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

THIS ADDENDUM (the “Addendum”) is made and entered into by and between **FACE FOUNDRÍE FRANCHISING L.L.C.**, a Minnesota limited liability company (“Franchisor”) with its principal business address at 6446 Flying Cloud Drive, Eden Prairie, Minnesota 55344, and _____, a _____ (“Area Developer”), whose principal business address is _____.

1. **BACKGROUND.** Franchisor and Area Developer are parties to that certain Area Development Agreement dated _____, 20__ (the “Area Development Agreement”) that has been signed concurrently with the signing of this Addendum. This Addendum is annexed to and forms part of the Area Development Agreement. This Addendum is being signed because (a) any of the offering or sales activity relating to the Area Development Agreement occurred in Minnesota and the Franchised Facial Bars that Area Developer will operate and develop under the Area Development Agreement will be located in Minnesota, and/or (b) Area Developer is domiciled in Minnesota.

2. **FORUM FOR LITIGATION.** The following language is added to the end of Section 16.5 of the Area Development Agreement:

NOTWITHSTANDING THE FOREGOING, MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT FRANCHISOR, EXCEPT IN CERTAIN SPECIFIED CASES, FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE OF MINNESOTA. NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF AREA DEVELOPER’S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80.C OR AREA DEVELOPER’S RIGHTS TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

3. **GOVERNING LAW.** The following statement is added at the end of Section 16.1 of the Area Development Agreement:

NOTHING IN THIS AGREEMENT WILL ABROGATE OR REDUCE ANY OF AREA DEVELOPER’S RIGHTS UNDER MINNESOTA STATUTES CHAPTER 80C OR AREA DEVELOPER’S RIGHT TO ANY PROCEDURE, FORUM OR REMEDIES THAT THE LAWS OF THE JURISDICTION PROVIDE.

4. **MUTUAL WAIVER OF JURY TRIAL AND PUNITIVE DAMAGES.** If and then only to the extent required by the Minnesota Franchises Law, Sections 16.7 and 16.10 of the Area Development Agreement are deleted.

5. **LIMITATION OF CLAIMS.** The following is added to the end of Section 16.78 of the Area Development Agreement:

; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

6. **RELEASE OF CLAIMS.** The following is added to the end of Section 16.10 of the Area Development Agreement:

Notwithstanding the foregoing, Area Developer will not be required to assent to a release,

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 your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11. U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

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

To the extent that any provisions of the Franchise Agreement and/or Franchisee Disclosure Questionnaire require you to assent to any release, estoppel or waiver of liability as a condition to your purchasing a Face Foundrié franchise, such provisions are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

The following paragraph is added at the end of Item 5:

Based upon the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by Franchisees shall be deferred until the Franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

Risk Factor. Significant Expansion: During the last 2 years, the franchisor expanded significantly and plans to continue to expand aggressively. This franchise is likely to be a riskier investment than a franchise that grows gradually.

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

We will protect your right to use the Marks and/or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release. Any release you sign as a condition of renewal or transfer will not apply to any claims you may have under the Minnesota Franchise Law.

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subs. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

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

Minn. Rule Part 2860.4400J prohibits us from requiring you to waive your rights to a jury trial or waive your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes.

[NSF checks are governed by Minn. Stat. 604.113, which puts a cap of \\$30 on service charges.](#)

Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act or the Rules and Regulations are met independently, without reference to this Addendum to the Franchise Disclosure Document, and only to the extent such provision is a then valid requirement of the statute.

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 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 with the franchisee.

ADDENDUM REQUIRED BY THE STATE OF NEW YORK

1. 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 RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of

EXHIBIT I

STATE EFFECTIVE DATES AND RECEIPTS

STATE EFFECTIVE DATES

The following states require that this 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 Disclosure Document is either registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	See Separate FDD
<u>Illinois</u>	<u>See Separate FDD</u>
Indiana	See Separate FDD
Maryland	See Separate FDD
Michigan	See Separate FDD
Minnesota	Pending
New York	See Separate FDD
Rhode Island	See Separate FDD
Virginia	See Separate FDD
Washington	See Separate FDD

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.

RECEIPT

This Disclosure Document summarizes provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Face Foundrié Franchising L.L.C. (“we” or “us”) offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. If applicable, Iowa law and New York law require us to provide you with this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a franchise or other agreement with, or pay any consideration to, us or an affiliate in connection with the proposed sale. If applicable, Michigan law requires that we provide this disclosure document to you at least 10 business days before the execution of any binding franchise or other agreement with, or the payment of any consideration to, us or an affiliate, whichever occurs first.

If Face Foundrié Franchising L.L.C. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: Michele Henry, Face Foundrié Franchising L.L.C., 6446 Flying Cloud Drive, Eden Prairie, Minnesota 55344, (855) 959-3223; and _____.

The issuance date of this Franchise Disclosure Document is April 18, 2025, as amended May 8, 2025.

We authorize the respective agents identified on Exhibit A to receive service of process for us in the particular states.

I received a Disclosure Document from Face Foundrié Franchising L.L.C. dated as of April 18, 2025, as amended May 8, 2025, that included the following Exhibits:

- | | | | |
|---|--|---|------------------------------------|
| A | State Agencies and Administrators and Franchisor’s Agents for Service of Process | E | Financial Statements |
| B | Franchise Agreement | F | List of Franchisees |
| C | Area Development Agreement | G | Form of Release Agreement |
| D | Operations Manual Table of Contents | H | State Specific Addenda |
| | | I | State Effective Dates and Receipts |

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

(Name of corporation or LLC)

If an individual:

(Signature)

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

(Signature)

Address of corporation, LLC, or individual(s): _____

Dated: _____

OUR COPY- RETURN TO US

RECEIPT

This Disclosure Document summarizes provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Face Foundrie Franchising L.L.C. (“we” or “us”) offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. If applicable, Iowa law and New York law require us to provide you with this disclosure document at the earlier of the first personal meeting or 10 business days before you sign a franchise or other agreement with, or pay any consideration to, us or an affiliate in connection with the proposed sale. If applicable, Michigan law requires that we provide this disclosure document to you at least 10 business days before the execution of any binding franchise or other agreement with, or the payment of any consideration to, us or an affiliate, whichever occurs first.

If Face Foundrie Franchising L.L.C. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: Michele Henry, Face Foundrie Franchising L.L.C., 6446 Flying Cloud Drive, Eden Prairie, Minnesota 55344, (855) 959-3223; and _____.

The issuance date of this Franchise Disclosure Document is April 18, 2025, ~~as amended May 8, 2025.~~

We authorize the respective agents identified on Exhibit A to receive service of process for us in the particular states.

I received a Disclosure Document from Face Foundrie Franchising L.L.C. dated as of April 18, 2025, as amended May 8, 2025, that included the following Exhibits:

- | | | | |
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| D | Operations Manual Table of Contents | H | State Specific Addenda |
| | | I | State Effective Dates and Receipts |

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

(Name of corporation or LLC)

If an individual:

(Signature)

By: _____
(Signature)

(Print Name)

Its: _____
(Title)

(Signature)

Address of corporation, LLC, or individual(s): _____

Dated: _____

YOUR COPY- RETAIN FOR YOUR FILES