

FRANCHISE DISCLOSURE DOCUMENT



Degree Wellness Franchise, LLC
a Delaware limited liability company
200 Riverside Ave.
Jacksonville, FL 32202
734-619-0919
www.degreewellness.com
franchise@degreewellness.com
Instagram @degreewellness

Degree Wellness studios are business-to-consumer franchises with an easy operating system that provides innovative self-care solutions that leverage heat, cold, light and advanced nutrients to enhance physical and mental health, and offers related products and merchandise. We offer individual Studio franchises for the right to develop and operate a single Studio offering all of our franchised services and products in a designated area.

The total investment necessary to begin operation of a single, new Studio franchise ranges from **\$349,554** to **\$687,816**. This includes the initial franchise fee of \$57,500 that must be paid to us or our affiliates. The total investment necessary to begin operation of a multi-unit development agreement for two Studio franchises ranges from **\$391,554** to **\$729,816**. This includes the development fee of **\$99,500** that must be paid to the franchisor. The total investment necessary to begin operation of a multi-unit development agreement for three Studio franchises ranges from **\$429,554** to **767,816**. This includes the development fee of **\$137,500** that must be paid to the franchisor.

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 disclosure in different formats, contact Degree Wellness Franchise, LLC at 200 Riverside Ave., Jacksonville, FL 32202, 734-619-0919.

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

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



Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. 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 Florida than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
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. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
5. **Advertising.** You must make minimum advertising, and other payments, regardless of your sales levels. Your inability to make the payments may result in the termination of your franchise and loss of your investments.

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.

Dave Keil: President

Mr. Keil has served as Franworth’s President since July 2019. He serves in this capacity in Ann Arbor, Michigan. ~~Previously, from March 2018 through July 2019 and also in Ann Arbor, Michigan, Mr. Keil served as The Lash Lounge’s Chief Executive Officer.~~

Jennifer Fields: Chief Operations Officer

Mrs. Fields has served as Franworth’s Chief Operating Officer since February 2024. She serves in this capacity in Ann Arbor, Michigan. Previously, from July 2016 through February 2024 and also in Ann Arbor, Michigan, Mrs. Fields served as Franworth’s Vice President of Operations.

Item 3

LITIGATION

No information is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No information is required to be disclosed in this Item.

Item 5

INITIAL FEES

Initial Franchise Fee

You must pay to us a lump sum initial franchise fee upon signing your Franchise Agreement. The initial franchise fee for a Studio is \$49,500 for the first franchise purchased. The Initial Franchise Fee is fully earned by us when paid, and is not refundable in whole or in part under any circumstances.

Development Fee

If we grant you the right to open multiple Studios under a Development Agreement, you must pay us a one-time Development Fee immediately upon execution of your Development Agreement. Your Development Fee will depend on the number of Studios we grant you the right to open within the Site Selection Area and is calculated as follows:

Number of Franchised Studios	Development Fee
2 Studios	\$91,500
3 Studios	\$129,500
4 Studios	\$165,500

- (2) “Gross revenues”, means the total of all revenue and receipts derived from the operation of the Franchise, including all amounts received at or away from the site of the Franchise, or through the business the Franchise conducts (such as fees for the sale of any service or product, gift certificate sales, and revenue derived from products sales, whether in cash or by check, credit card, debit card, barter or exchange, or other credit transactions, without reserve or deduction for inability or failure to collect); and excludes only sales taxes collected from customers and paid to the appropriate taxing authority, and any customer refunds and credits the Franchise actually makes
- (3) You must pay all amounts due by automatic debit, but we have the right to require you to pay all amounts due us or our affiliates by certified or cashier’s check or wire transfer. After you sign the documents we require to debit your business checking account automatically for the amounts due (see Exhibit 5 to Franchise Agreement), we will debit your bank account for the Continuing Franchise Fees, Fund contributions, and other amounts you owe us. You must make funds available for withdrawal from your account before each due date.

If you do not report your Studio’s gross revenues for any month, then we may debit your account for 120% of the Continuing Franchise Fee and Fund contribution amounts that we debited during the previous month. If the Continuing Franchise Fee and Fund contribution amounts we debit are less than the Continuing Franchise Fee and Fund contribution amounts you actually owe us (once we determine the franchise’s actual gross revenues for the month), then we will debit your account for the balance on the day we specify. If the Continuing Franchise Fee and Fund contribution amounts we debit is greater than the Continuing Franchise Fee and Fund contribution amount you actually owe us, then we will credit the excess amount, without interest, against the amount we otherwise would debit from your account during the following month.

- (4) If we create an advertising cooperative that includes your franchise, the voting power of any Studios owned by us or our affiliates that belong to the cooperative will be the same as yours. [See Item 11 for information about advertising cooperatives.](#)
- (5) You must pay the termination fee, plus any costs and attorneys’ fees incurred by us, if you improperly attempt to terminate or close your Studio or franchise before your term expires, or we terminate your Franchise Agreement for any reason set forth in the Franchise Agreement. We may also recover from you any damages suffered by us (e.g., any actual, economic, consequential, and indirect damages incurred by us including, without limitation, the loss of future revenues) resulting from your improper or wrongful termination of the franchise. Termination fees may be unenforceable in certain states. See Item 17 for additional information.

3. *Studio Layout, Architect, Engineer, Drawings, and Permits.* This range includes our required Architect's fee for your Studio's complete construction drawings as well as any construction permits. Such permits can vary widely in cost depending on your location.
4. *Real Estate and Construction Management Services.* Our standard franchise offering expects and assumes that you will use our third-party Approved Supplier, for real estate and construction project management services for the construction and buildout of your Franchised Business.
5. *Lease - Security Deposit.* This range is designed to cover the potential amounts that will be incurred in connection with leasing your approved Premises, with our standard franchise offering expecting that your Premises will: (i) be between 1,700 and 2,500 square feet in size; and (ii) involve a security deposit amounting to one (1) month of rent (based on our affiliates' recent experience opening of an affiliate-owned Studio as of the Issue Date). Your cost to lease is difficult to quantify because there are factors that will impact what you pay. These factors include the facility's location, its square footage, cost-per-square foot, renovation costs and any required maintenance fees. Your landlord may refund your security deposit, but most will not refund rental payments. You should ask your leasing agent or landlord about their refund policy before you sign a lease agreement.
6. *Initial Equipment Package.* These estimates are for new equipment, and assume you finance it over a five year period. The low presumes no money down financing all equipment. The high presumes no money down, only financing the cryo machine. Your financing terms will vary depending on your credit history and score. Our affiliate will finance up to \$151,000 with no money down, at a rate of prime plus 7%, for a five year period. See Item 8 and Item 10 for additional information.
7. *Leasehold Improvements.* These are expenses to improve the Premises of your Studio in accordance with brand-specific standards. These projections assume the space is being leased. If you elect to own your own location, additional costs will be incurred. Impact fees vary in each jurisdiction (if and as applicable), which will vary state-by-state. We encourage you to research the fee structure in your jurisdiction. This range is based on our standard franchise offering's expectation that your Premises will be between 1,700 and 2,500 square feet and will otherwise meet our System standards and specifications. The actual costs you incur will depend on various factors, including prevailing labor rate and other demographics of the area surrounding your Premises, along with the actual Premises itself. You may get certain tenant improvement allowances or credits from your landlord that will be used towards your buildout of the Franchised Business and/or other leasehold improvements. The high end of our estimated range above accounts for certain tenant improvement allowances in the estimate based on the experience of our affiliates in opening their respective System Studio(s). The high end was based on a premises that was a "Dark Shell" as compared to the low end which was considered a "White Box". Although the both the high and the low end received tenant improvement allowances, the low end does not reflect a reduction due to the allowances received.
8. *FFE.* This estimated range is designed to cover the furniture, certain fixtures and operational equipment you will be required to purchase before (a) we provide any on-site training in connection with your franchise, and/or (b) you can otherwise open and operate the Studio.

Effects of Compliance and Noncompliance

We do not provide any other benefits to you because of your use of designated or approved services and products, or suppliers.

Revenue We Derive From Franchisee Purchases

We do not currently derive revenue from Franchisee purchases but we reserve the right to in the future. As such for the year ending December 31, 2024, we received \$0 from Franchisee purchases, which is 0% of our total revenue of \$0. For the year ending December 31, 2024, our affiliate DW Financial received \$0 from Franchisee purchases, which is 0% of its total revenue of \$0.

Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 3.1 of FA; Attachment A of the Development Agreement	Items 7, 8, and 11
b. Pre-opening purchases/leases	Sections 3.1, 3.2, 3.3, 3.4, 3.5 and 3.6 of FA	Items 7, 8, and 11
c. Site development and other pre-opening requirements	Sections 3.2, 3.3, 3.4 and 3.6 of FA; Section 1 and Attachment A of the Development Agreement	Items 7, 8, and 11
d. Initial and ongoing training	Sections 3.6, 4, 5.1 and 10.7 of FA	Items 5, 6, 7, 11 and 14
e. Opening	Sections 3.3 and 3.6 of FA, Exhibit 1 of FA; Attachment A of the Development Agreement	Items 7 and 11
f. Fees	Sections 2.4, 3.4, 4.2, 5.1, 5.2, 6, 10.1, 10.3, 10.8, 11.1, 11.2, 12, 13.2, 14.5, and 15 of FA, Exhibits 4 of FA; Section 2 of the Development Agreement	Items 5, 6, 7, 8, 11, 13 and 14
g. Compliance with standards and policies/Operating Manual	Sections 2.4, 3.2, 3.3, 3.4, 3.5, 3.6, 5.2, 5.3, 6.4, 7.1, 10, 11.4, 13.1 and 19 of FA	Items 8, 11, and 12

We may, in our sole discretion, elect to form an advertising cooperative and/or advertising council for the benefit of the franchise system. If advertising cooperatives or councils are formed, we will retain the right to change, dissolve or merge any such cooperative or council, in our sole discretion. As of the date of this disclosure document we have not established any advertising cooperative or council, however, when applicable, the terms of the Franchise Agreement require you to participate in any such advertising cooperative or council as directed by us. The members of the Cooperative for any such area will consist of all Degree Wellness Studios whether operated by us, our affiliate, or by any of our affiliate's wholly-owned subsidiaries or by franchisees. The franchisees will administer the cooperative. If Franchisor-owned locations are a part of the advertising cooperative, then they will contribute at the same rate as franchisee-owned locations. If we require you to participate in an established cooperative advertising campaign for your market area, your \$1,000 minimum monthly cooperative contribution will satisfy apply to the satisfaction of your local advertising requirement once the Studio is open at least 12 full months. Governing documents are not available for the franchisee's review. The contribution amount will be set by a majority vote of the members of the cooperative. A membership of the cooperative is determined by the numbers of locations a franchisee may have. For example if a franchisee has three locations within the cooperative, they have three memberships and will be entitle to three votes.

Advertising Councils

There is currently not an advertising council ("Council"), but we reserve the right to establish one in the future. We will select the Council's members, and we may change or dissolve the Council at any time. We anticipate that a Council would serve in an advisory capacity, but may grant to the Council any operational or decision-making powers that we deem appropriate. We, or one or more of our affiliated companies or persons, may also offer separate, optional, advisory councils or groups that may have additional costs to you should you decide to participate.

Advertising by Us – Brand Fund

We currently administer a brand development fund (the "Fund") for the benefit of the entire System of Studio. We use the Fund to meet certain costs related to maintaining, administering, directing, conducting and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which we believe will enhance the image of the System. We require all Degree Wellness Studios to contribute 1% of their gross revenues to the Fund. All Degree Wellness Studio will be required to contribute to the Fund on the same basis as you, respectively, unless prohibited by law. Your required Fund contribution may be increased to an amount equal to up to two percent (2%) of the gross revenues generated by your Studio upon 60 days' prior written notice of such an increase via the Manuals or otherwise in writing. Other franchised and affiliate-owned Studio will contribute to the Fund in the same amount and manner as franchised Studio subject only to limitations under applicable law.

We will administer and direct all programs financed by the Fund, and will have sole discretion over the creative concepts, materials, endorsements and media used by the Fund, and the geographic, market, and allocation of the Fund. We have the right to determine, in our sole discretion, the composition of all geographic territories and market areas for the development and implementation of such programs. The Fund may be used to pay any and all costs of maintaining, administering, directing, and preparing national, regional or local advertising materials, programs, research, development, creative and marketing activities, including, without limitation, (a) costs for preparing and conducting television, radio, magazine, billboard, newspaper, internet and other

preceding 12-month period. We may reinstate the Fund if terminated upon the same terms and conditions set forth in the Franchise Agreement upon 30 days' advance written notice to you.

In the future, we may also establish a program to provide additional marketing services to Studio franchises involving the placement of individuals on a local basis to perform marketing activities, subject to applicable law. If you choose to use this marketing program, you must agree to pay the fee determined by us. Your franchise will only be permitted to use this program if you pay this fee.

Except for the Brand Fund, we are not required to spend ANY amount in advertising in your territory.

Computer System and Billing System

You must purchase and use the computer hardware and software and billing system (collectively, "Computer System") that we periodically designate to operate your Degree Wellness franchise. You must obtain the Computer System, software licenses, maintenance and support services, and other related services from the suppliers we specify (which may be limited to us and/or our affiliates). The Computer System will store and generate customer management and accounting, billing, and credit card information. The estimated initial cost of purchasing your Computer System will range from \$3,850 to \$4,250. We may periodically modify the specifications for, and components of, the Computer System. These modifications and/or other technological developments or events may require you to purchase, lease, and/or obtain by license new or modified computer hardware and/or software and obtain service and support for the Computer System. The Franchise Agreement does not limit the frequency or cost of these changes, improvements, upgrades, or updates. We have no obligation to reimburse you for any Computer System costs. Within 60 days after you receive notice from us, you must obtain the components of the Computer System that we designate and ensure that your Computer System, as modified, is functioning properly.

We may charge you a reasonable fee for (i) installing, providing, supporting, modifying, and enhancing any proprietary software or hardware that we develop and license to you; and (ii) other Computer System-related maintenance and support services that we or our affiliates provide to you. If we or our affiliates license any proprietary software to you or otherwise allow you to use similar technology that we develop or maintain, then you must sign any software license agreement or similar instrument that we or our affiliates may require. There is currently no optional or required maintenance fees other than Computer System-related fees identified in Item 6. However, the estimated annual expense in maintaining or replacing your computer system is \$355 per year.

You will have sole responsibility for: (1) the acquisition, operation, maintenance, repairing and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of other third parties; and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained and upgraded. Unless otherwise provided, we and our affiliates will have no responsibilities for these items.

We will have independent, unlimited access to the information the Computer System generates, stores and tracks, including any information pertaining to your gross revenues and all

Protected Territory of another Degree Wellness Studio. Except as otherwise granted pursuant to a Development Agreement, you have no options or rights of first refusal to acquire or purchase additional Degree Wellness Studios. We will not solicit customers from within your Protected Territory and have therefore not established a method compensation for doing so.

Development Agreement

If you enter into a Development Agreement, provide a Development Schedule and assign a Site Selection Area for all Studios that will be developed. The size of the Site Selection Area will likely vary among new prospects and developers, with the size of your Site Selection Area typically depending on the demographics of the area in and around the region you wish to develop.

We typically identify your initial Site Selection Area, early during the franchise due diligence and offer process, based on where you tell us you wish to operate, and the agreed-to geographic description is inserted into your Development Agreement before you sign it. The Site Selection Area may not be modified at any time during the term of the Development Agreement unless the parties mutually agree to the modification in a separate signed writing. Site Selection Areas are exclusive, and will not allow other franchisees into your Site Selection Area as long as you are compliant with your Development Agreement.

Once you have secured a Premises for a given Studio to be developed per your Development Agreement, we will grant you a Protected Area around that Studio as described above.

Development Schedule

Your Development Schedule will depend on the number of units you acquire the rights to develop in your Development Agreement. If you enter into an agreement granting you the rights to develop three units, your Development Schedule will be as follows:

Expiration of Development Period (each, a “Development Period”)	No. of New Studios Opened Within Development Period	Cumulative No. of Studios that Must Be Open and Operating
12 Months from Effective Date	1	1
Months 13 through 24 of the Development Agreement	1	2
Months 24 through 36 of the Development Agreement	1	3
If you purchase 4 or more Studios, your Development Period for each successive Studio will be mutually agreed upon at the time you enter a Development Agreement.	TBD	TBD

Reservation of Rights

We and our affiliates reserve the right to engage in any activities we deem appropriate that your Franchise Agreement does not expressly prohibit, whenever and wherever we desire,

Table 5
Projected Openings
as of December 31, 2023

State	Franchise Agreements Signed but Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
MI	0	1	0
FL	0	1	2
Total	0	2	2

The list of the names and addresses of our current franchisees is located in Exhibit E. Any franchisee who has not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Franchise Disclosure Document is listed in Exhibit G. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Item 21 NONE OF OUR FRANCHISEE ARE SUBJECT TO CONFIDENTIALITY PROVISION THAT WOULD LIMIT THEIR ABILITY TO SPEAK WITH YOU. THERE ARE NO FRANCHISEE ORGANIZATIONS SPONSORED OR ENDORSED BY US AND NO INDEPENDENT FRANCHISEE ORGANIZATIONS HAVE ASKED TO BE INCLUDED IN THIS DISCLOSURE DOCUMENT. DURING THE LAST THREE (3) FISCAL YEARS, NO CURRENT OR FORMER FRANCHISEES HAVE SIGNED CONFIDENTIALITY CLAUSES THAT RESTRICT THEM FROM DISCUSSING WITH YOU THEIR EXPERIENCES AS A FRANCHISEE IN OUR FRANCHISE SYSTEM.

FINANCIAL STATEMENTS

Attached to this Franchise Disclosure Document as Exhibit G are:

Degree Wellness Franchise, LLC's audited ~~and unaudited~~ opening balance sheets as of March 30, ~~2024 and unaudited balance sheet as of March 15,~~ 2024.

Our fiscal year end is December 31. The Franchisor has not been in business for three years or more, and cannot include all financial statements required by the FTC Franchise Rule.

Item 22

CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

- Exhibit B Franchise Agreement (including as exhibits an Owner's Guaranty and Assumption of Franchisee's Obligations, Agreement, and other documents)
- Exhibit C Development Agreement
- Exhibit F Sample Studio Management Agreement

MICHIGAN

See State Addenda for the State of Michigan located after the cover page of the Franchise Disclosure Document.

MINNESOTA

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA

Additional Disclosures Required in Minnesota

The following information is added to the cover page of the Franchise Disclosure Document: THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

Item 5 of the Franchise Disclosure Document is supplemented by the following: Based upon the franchisor's deficit ratio of current assets to current liabilities, the Minnesota Securities Commissioner has required a financial assurance condition. 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.

With respect to the disclosures in Items 6 and 17 of the Disclosure Document, regarding termination fees, Minn. Rule 2860.4400J prohibits termination fees. Accordingly, Items 6 and 17 of the Disclosure Document and Section 15 of the Franchise Agreement are hereby amended to remove all provisions regarding termination fees with respect to franchises governed by Minnesota law.

With respect to the disclosures in Item 13 of the Disclosure Document, the Disclosure Document and the Franchise Agreement state that we have discretion to control any litigation or other proceeding arising out of any actual or alleged infringement, challenging, or claim relating to any Mark, and that we will (i) indemnify you against all damages for which you are held liable in any trademark infringement proceeding arising out of your use of any Mark under and in compliance with your Franchise Agreement; and (ii) reimburse for all costs you reasonable incur

(v) Any limitation on claims period must comply with Minnesota Statute 80C.17 Subd. 5. As such, Section 17.10 of the Franchise Agreement are revised to change the limitation of claims period from two (2) years to three (3) years.

(vi) 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.

NEW YORK STATE ADDENDUM TO FDD

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 a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

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

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

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

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

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF NORTH DAKOTA, AS WELL AS TO THE FRANCHISE AGREEMENT

North Dakota Securities Department requires the following statement to be included in the Disclosure Document:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (N.D. Cent. Code § 51-19-09):

- A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to N.D. Cent. Code § 9-08-06, without further disclosing that such covenants will be subject to the statute.
- B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.
- C. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.
- I. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.
- J. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

RHODE ISLAND

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF RHODE ISLAND

Additional Disclosures Required in Rhode Island

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision of a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.”

SOUTH DAKOTA

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF SOUTH DAKOTA

Additional Disclosures Required in South Dakota

1. With respect to the disclosures in Item 17 of the Disclosure Document, the following provisions apply for franchises in South Dakota:
 - a. You will receive 30 days’ written notice with an opportunity to cure a breach of the Franchise Agreement, failure to meet performance and quality standard, and failure to make royalty payments before termination.
 - b. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.
 - c. Liquidated damage provisions may be unenforceable under South Dakota law. Liquidated damage provisions are void.
 - d. Pursuant to SDCL 37-5B-21, any condition, stipulation or provision purporting to waive compliance with, or relieving a person of a duty or liability under, any provision of Chapter 37-5B of South Dakota Codified Law or any rule or order thereunder is void.
2. Item 5 of the Franchise Disclosure Document is supplemented by the following: Based upon the franchisor's financial condition, the South Dakota Securities Regulation Office 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.

VIRGINIA

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF VIRGINIA

Additional Disclosures Required in Virginia

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$349,554 to \$687,816. This amount exceed the franchisor’s stockholders equity as of March 15, 2024, which is \$197,012.

WASHINGTON

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF WASHINGTON

Additional Disclosures Required in Washington

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

~~Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.~~

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Item 5, is supplemented by the following:

Based upon the franchisor's financial condition, The Washington Securities Division has required financial assurance condition. This requires us to defer payment of the initial franchise fee and other initial payments owed by franchisee to the franchisor until the franchisee has completed is pre-opening obligations under the franchise agreement and the Studio opens for business. In addition, the collection of all development fees and payments by area developers shall be prorated, with a portion of the development fee being collected after each unit opens.

Item 6 is supplemented with the following:

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated, or actual, costs in effecting a transfer. The Transfer Fee is subject to state law

Franchisee is only responsible for attorney's fees in the event Franchisor is the substantially prevailing party in a legal action as applicable by state law.

With respect to a Termination Fee, any portion of the damage calculation that was based on Fund contributions, shall be contributed to the Fund.

With respect to Liquidated Damages, such damages will be limited to actual damages.

Item 17(d) of the Franchise Disclosure Document, regarding termination by a franchisee of a franchise agreement – is revised to state that such provision is subject to Washington law.

Items 17(q) and (r) of the Franchise Disclosure Document, regarding non-competition covenants during and after the term of the franchise, is revised to state that such provisions are subject to Washington law.

The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

its officers, directors, agents, or employees, and Franchisor’s affiliates or their officers, directors, agents, or employees, except those claims arising under the Minnesota Franchise Law.

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.

E. Section 6 of the Franchise Agreement is supplemented by the following: Based upon the franchisor's financial condition, the Minnesota Securities Commissioner has required a financial assurance condition. 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 WITNESS WHEREOF, the Parties hereto affix their signatures and execute this Addendum as of the day and year first above written.

FRANCHISOR:

Degree Wellness Franchise, LLC,
a Delaware limited liability company,

By:
Title:

FRANCHISE OWNER:

By:
Title:

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, AND RELATED AGREEMENTS

THIS ADDENDUM TO FRANCHISE AGREEMENT, ~~DISCLOSURE QUESTIONNAIRE~~, AND RELATED AGREEMENTS (the “Addendum”) is made and entered into this _____ day of _____, 20__, by and between Degree Wellness Franchise, LLC, a Delaware limited liability company (“Franchisor”), and _____, a _____ corporation/limited liability company/partnership (circle one), (“Franchise Owner”) (collectively, Franchisor and Franchise Owner are referred to hereinafter as the “Parties”), and is attached to and made part of that certain Franchise Agreement dated _____, 20__, (the “Agreement”) between the Parties.

A. **Conflict Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

B. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede the Agreement including the areas of termination and renewal of the franchise. There may also be court decisions which may supersede the Agreement including the areas of termination and renewal of the franchise.

~~C.~~ **C. Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, the Franchise Owner may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

D. **General Release.** A release or waiver of rights executed by Franchise Owner may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

~~E.~~ **E. Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

F. Transfer Fees. Transfer fees are collectable to the extent that they reflect Franchisor’s reasonable estimated or actual costs in effecting a transfer.

~~F.~~ **G. Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

H. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee’s business for any reason during the term of the franchise agreement without the franchisee’s consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

I. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

J. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

K. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

L. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

M. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

N. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of Franchise Owner, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of Franchise Owner under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

G.—O. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits Franchisor from restricting, restraining, or prohibiting Franchise Owner from (i) soliciting or hiring any employee of a franchisee of the same Franchisor or (ii) soliciting or hiring any employee of the Franchisor. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

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

Q. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

R. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

S. **Fee Deferral.** Section 6 of the Franchise Agreement is amended to provide that all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

T. **Limitation of Indemnification.** Section 8.3(d) of the Franchise Agreement is amended to provide that a Franchisee need not indemnify the Franchisor for the Franchisor’s own negligence, willful misconduct or strict liability.

U. **Liquidated Damages.** Section 17.8(b) of the Franchise Agreement is amended to provide that a Liquidated Damages will be limited to actual damages.

IN WITNESS WHEREOF, the Parties hereto affix their signatures and execute this Addendum as of the day and year first above written.

FRANCHISOR:

Degree Wellness Franchise, LLC, a Delaware limited liability company

By:
Title:

FRANCHISE OWNER:

By:
Title:

MINNESOTA AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (“**Amendment**”) dated _____, is intended to be a part of, and by this reference is incorporated into that certain Development Agreement (the “**Development Agreement**”) dated _____, by and between Degree Wellness Franchise, LLC (“**Franchisor**”), a Delaware limited liability company, with its principal office in Jacksonville, Florida, and _____ (“**you**” or “**Franchisee**”). Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

Reserved

Section 3 of the Development Agreement is supplemented by the following: Based upon the franchisor's financial condition, the Minnesota Securities Commissioner has required a financial assurance condition. Therefore, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

FRANCHISOR
DEGREE WELLNESS FRANCHISE, LLC

DEVELOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

~~VIRGINIA AMENDMENT TO DEVELOPMENT AGREEMENT~~

~~THIS AMENDMENT TO DEVELOPMENT AGREEMENT (“Amendment”) dated _____ is intended to be a part of, and by this reference is incorporated into that certain Development Agreement (the “Development Agreement”) dated _____ by and between Franchise, LLC (“Franchisor”), a Delaware limited liability company, with its principal office in Jacksonville, Florida, and _____ (“you” or “Developer”). Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.~~

~~**Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from \$349,554 to \$687,816. This amount exceed the franchisor’s stockholders equity as of March 15, 2024, which is \$197,012.~~

~~IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.~~

~~FRANCHISE, LLC DEVELOPER~~

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

WASHINGTON AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (“**Amendment**”) dated _____ is intended to be a part of, and by this reference is incorporated into that certain Development Agreement (the “**Development Agreement**”) dated _____ by and between Degree Wellness Franchise, LLC (“**Franchisor**”), a Delaware limited liability company, with its principal office in Jacksonville, Florida, and _____ (“**you**” or “**Developer**”). Defined terms contained in the Development Agreement shall have the identical meanings in this Amendment.

Reserved

A. Section 6 of the Franchise Agreement is amended to provide that all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first shown above.

DEGREE WELLNESS FRANCHISE, LLC

DEVELOPER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Degree Wellness Franchise, LLC offers you a franchise, it must provide you 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. Rhode Island requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan~~a~~ requires that we give you this disclosure document 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Degree Wellness Franchise, LLC 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 listed in Exhibit A of this disclosure document.

The name, principal business address and telephone number of each franchise seller offering the franchise is as follows:

Name	Principal Business Address	Telephone Number
Amanda Watts	200 Riverside Ave., Jacksonville, FL 32202	(904) 469-5977
Tom Ryan, Jr.	6934 Frances St., Ste 105 Omaha NE 68130	(531) 333-3278
Kimberly Moreno	6934 Frances St., Ste 105 Omaha NE 68130	(531) 333-3278

The issuance date of this disclosure document is: May 24, 2024, as amended January 10, 2025.

The franchisor is Degree Wellness Franchise, LLC, located at Studio. Its telephone number is (734) 619-0919.

Degree Wellness Franchise, LLC authorizes the agents listed in Exhibit A of this disclosure document to receive service of process for it.

I have received a disclosure document dated May 24, 2024, as amended January 10, 2025, that included the following Exhibits:

Exhibit A	State Administrators/Agents for Service of Process
Exhibit B	Franchise Agreement
Exhibit C	Development Agreement
Exhibit D	Operations Manual Table of Contents
Exhibit E	List of Degree Wellness Franchisees
Exhibit F	Sample Studio Management Agreement
Exhibit G	Financial Statements
Exhibit H	General Release Agreement
Exhibit I	Transfer Agreement
Exhibit J	Supplemental Agreements
Exhibit K	Multi-State Addenda and Agreement Riders

Date

Signature of Franchisee

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Degree Wellness Franchise, LLC offers you a franchise, it must provide you 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. Rhode Island requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan~~a~~ requires that we give you this disclosure document 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Degree Wellness Franchise, LLC 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 listed in Exhibit A of this disclosure document.

The name, principal business address and telephone number of each franchise seller offering the franchise is as follows:

Name	Principal Business Address	Telephone Number
Amanda Watts	200 Riverside Ave., Jacksonville, FL 32202	(904) 469-5977
Tom Ryan, Jr.	6934 Frances St., Ste 105 Omaha NE 68130	(531) 333-3278
Kimberly Moreno	6934 Frances St., Ste 105 Omaha NE 68130	(531) 333-3278

The issuance date of this disclosure document is: May 24, 2024, as amended January 10, 2025.

The franchisor is Degree Wellness Franchise, LLC, located at 200 Riverside Ave., Jacksonville, FL 32202. Its telephone number is (734) 619-0919.

Degree Wellness Franchise, LLC authorizes the agents listed in Exhibit A of this disclosure document to receive service of process for it.

I have received a disclosure document dated May 24, 2024, as amended January 10, 2025, that included the following Exhibits:

Exhibit A	State Administrators/Agents for Service of Process
Exhibit B	Franchise Agreement
Exhibit C	Development Agreement
Exhibit D	Operations Manual Table of Contents
Exhibit E	List of Degree Wellness Franchisees
Exhibit F	Sample Studio Management Agreement
Exhibit G	Financial Statements
Exhibit H	General Release Agreement
Exhibit I	Transfer Agreement
Exhibit J	Supplemental Agreements
Exhibit K	Multi-State Addenda and Agreement Riders

Date

Signature of Franchisee