

FOR USE ONLY IN ILLINOIS, MARYLAND, AND MINNESOTA
FRANCHISE DISCLOSURE DOCUMENT



DOXA TALENT FRANCHISING LLC

an Idaho Limited Liability Company

9169 W State St.

Garden City, ID 83714

(208) 609-4256

www.doxafranchising.com

www.doxatalent.com

We grant our franchisees the right to develop and operate a business that solicits, markets, offers and sells offshore talent, staff augmentation and business process outsourcing solutions and related support services to businesses.

The total investment necessary to begin operation of a DOXA franchise is from \$80,274 to ~~\$115,875~~ \$120,870. This includes \$60,499 to \$65,494 that must be paid to us or our affiliates.

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 Christina Chambers at 9169 W State St., Garden City, ID 83714; telephone (208) 609-4256.

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

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

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

Issuance Date: February 7, 2025

DOXA 2024 FDD

~~DMS_US.369844059.4~~ [DMS_US.369844059.3](#)

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 Idaho. 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 Idaho 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. **Sales Performance Requirement. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.**

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.

Industry-Specific Regulations

There may be state and local laws and regulations applicable to your territory that will affect the establishment and operation of your Business. You must comply with all local, state, and federal laws that apply to the operation of your Business, including EEOC, OSHA, discrimination, employment, and sexual harassment laws. You also must comply with all Payment Card Industry (PCI) Data Security Standards. You should consult with an attorney concerning these and other local laws and ordinances that may affect your Business.

Referral Fee

~~If, after you have become a DOXA franchisee, you complete and send us a referral form which clearly identifies you as the party making the referral, and you refer to us a prospective franchisee for a DOXA franchise (not as a part of a transfer), and your referral actually purchases a DOXA franchise, we may (and we reserve the right to or not to, at our judgment) provide you with a referral fee in the amount of \$15,000. We may implement, end or change this policy, and impose rules or conditions, whenever we choose. We do not expect or want you to be involved in the franchise solicitation, offering or sales process, and you are strictly prohibited from doing so. You are simply passing along to us the name of someone you know who may be interested in acquiring a new DOXA franchise.~~

Item 2

BUSINESS EXPERIENCE

CEO: David Nilssen

Mr. Nilssen has been our CEO since our formation in December 2024 in Garden City, ID. Mr. Nilssen has also been the CEO of Operations since December 2024, and the CEO of Parent since November 2020 in Garden City, ID. From March 2003 until December 2021, he was the CEO for Guidant Financial in Boise, ID.

Chief Franchise Officer: Christina Chambers

Ms. Chambers has been our Chief Franchise Officer since our formation in December 2024 in North Tonawanda, NY. She has also been the Chief Franchise Officer for Operations since December 2024 and for Parent since August 2024, in North Tonawanda, NY. From December 2022 until May 2024, she was the Vice President, Operations & Project Management for REP'M Group in Cornelius, NC. From January 2022 until December 2022, she was the Chief Development Officer for Franworth in Ann Arbor, MI. From October 2019 until December 2021, she was the Chief Development Officer for InXpress Americas in South Jordan, UT.

Chief Financial Officer: Stephen Hosemann

Mr. Hosemann has been our Chief Financial Officer since our formation in December 2024 in Oakland, CA. Since March 2024 he has also been the CFO for Parent, and since December 2024 the CFO of Operations, in Oakland, CA. From March 2021 until January 2023 he was the CFO of Tiled, Inc. in San Diego, CA. From September 2020 until March 2021, he was the CFO of

TheLoops in Oakland, CA. From December 2018 until July 2019, he was a finance consultant for various businesses in Oakland, CA.

Chief Operating Officer: Lauren Hoover

Ms. Hoover has been our Chief Operating Officer since our formation in December 2024 in Kansas City, MO. Since November 2020 she has also been the co-founder and COO for Parent, and since December 2024 the COO for Operations, in Kansas City, MO. From August 2016 until December 2021, she was also the Chief of Staff for Guidant Financial in Bellevue, WA.

Chief Revenue Officer: Michael Ross

Mr. Ross has been our Chief Revenue Officer since our formation in December 2024 in Panama City, Panama. Since January 2020 he has also been the Chief Revenue Officer of Parent and since December 2024 the Chief Revenue Officer of Operations, in Panama City, Panama. From November 2009 until January 2020, he was the managing partner at Altitude 7 Group in Viejo, California.

Chief Information and Technology Officer: Steve Gire

Mr. Gire has been our Chief Information and Technology Officer since our formation in December 2024 in Seattle, WA. He has also been the Chief Information and Technology officer for Parent since November 2024 and for Operations since December 2024, in Seattle, WA. From July 2023 until November 2024, he was pursuing other opportunities. From May 2021 until July 2023, he was the Senior Vice President, Product and Platform Engineering at Sterling, Inc. in Independence, OH. From September 1999 until March of 2020, he was the VP of Technology for Blue Nile, Inc. in Bellevue, WA.

Head of Marketing: Maureen Birdsall

Ms. Birdsall has been our Head of Marketing since our formation in December 2024 in Lafayette, CA. She has also been the Head of Marketing for Parent since October 2023 and for Operations since December 2024, in Lafayette, CA. From May 2019 until October 2023, she was the creative director and owner of DateBox Club in Lafayette, CA. From January 2019 until October 2023, she was also the creative director and owner of Birdsall Interactive.com in Lafayette, CA.

Senior Director of Franchise Sales: Damon Crandall

Mr. Crandall has been our Senior Director of Franchise Sales since January 2025 in Garden City, ID. From February 2024 until December 2024, he was a Franchise Development Director with Grand Welcome in Incline Village, Nevada. From June 2023 until February 2024, he was pursuing other opportunities. From July 2020 until May 2023, he was a Director of Franchise Development with UNITS Franchising Group, LLC in Charleston, SC. From January 2013 until July 2020, he was a Director of Franchise Recruitment with Pillar To Post Home Inspectors in Tampa, FL.

Item 3

LITIGATION

No litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

Initial Franchise Fee

Upon execution of your Franchise Agreement, you will pay us an Initial Franchise Fee of \$60,000. The Initial Franchise Fee is paid in full at the time you sign the Franchise Agreement, is fully earned upon receipt, and is nonrefundable.

If you are an existing DOXA franchisee in good standing and you have operated your existing DOXA franchised business for at least six months, you may purchase an additional DOXA franchise for a reduced Initial Franchise Fee of \$30,000, assuming you otherwise qualify to purchase such additional franchise.

We will reduce the Initial Franchise Fee by 15% if you are an honorably discharged U.S. military veteran, you are new to the DOXA franchise system, and the majority owner of the franchisee.

As part of the Initial Franchise Fee, we will provide you one laptop computer that you will be required to use in the operation of your Business.

Initial Tech & Marketing Services Fee

You must pay us the first month's Tech & Marketing Services Fee of \$499 prior to the launch of your Business. This amount is paid upon the signing of the Franchise Agreement and is nonrefundable. For this fee, we will set up all of the required software onto the laptop computer that we will provide to you as part of the Initial Franchise Fee.

[As of the date of this Disclosure Document, we offer a referral incentive program that pays \\$15,000 to an existing franchisee who directly refers a candidate to us who becomes a DOXA franchisee in a new location \(not as a part of a transfer\) within 6 months of the date of the referral. The incentive payment is only paid with respect to the first franchise purchased by the referred new](#)

franchisee and other limitations apply. We may change or eliminate this program at any time without notice. Franchisees participating in the referral program are not our sales agents.

Optional ROBS Program Set-Up Fee

Our affiliate Guidant Financial offers optional financial advisory services to franchisees, consisting of assistance with a Rollover for Business Startups or 401(k) business financing (“ROBS”). This method of funding allows an individual to invest their own retirement funds into a franchise without taking a taxable distribution or getting a loan. ROBS can be used to purchase or invest in an existing business or a franchise. The cost of the ROBS program through Guidant Financial includes an initial non-refundable set-up fee of \$4,995 ~~and ongoing monthly administration fees as provided in Item 6,~~ which is paid to Guidant Financial prior to the franchisee’s execution of the Franchise Agreement.

Item 6

OTHER FEES

Type of Fee (1)	Amount	Due Date	Remarks
Commission Share (2) (3)	60% of Markup	15 th day of each month for commissions received by us from clients the previous month	We will receive monthly Base Rate from clients under the Client Account Agreements. We will subtract Fully Loaded Cost from the Base Rate to arrive at a Markup. We will retain 60% of the Markup (the “Commission Share”) and will pay you the remaining 40% of the Markup. You will establish and negotiate the Markup amount when setting and negotiating prices for services under each Client Account Agreement. You will receive guidance from Operations in the form of a suggested role pricing list. Operations will determine the Fully Loaded Cost under each Client Account Agreement.
Local Advertising, Marketing and Promotional Expenditures (4)	\$1,000/month	as incurred	You must spend at least \$1,000 per month on the promotion of your Franchised Business within your Primary Marketing Area (PMA).
Tech & Marketing Services Fees (5)	\$499/month for one person access; additional logins \$325 per person per month	Monthly	This fee will grant you access to the various software that we require you to use in connection with the operation of your Business, which currently includes our customer relationship management (CRM)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to be Made
Insurance Deposits and Premiums (5)	\$1,000 - \$3,000	As billed	As incurred	Insurance agents or carriers
Pre-opening Travel Expenses (6)	\$2,500 - \$5,000	As incurred	As incurred	Third parties
Legal and Accounting Fees	\$3,000 - \$6,000	As incurred	As incurred	Third parties
Business Permits and Licenses (7)	\$250 - \$1,000	As billed	As incurred	Third parties
Office Supplies (8)	\$25 - \$100	As incurred	As incurred	Suppliers
Grand Opening Advertising (9)	\$2,500 - \$10,000	As incurred	As incurred	Third parties
Optional ROBS Program	\$0 - \$4,995	Lump sum	Prior to signing Franchise Agreement	Our affiliate
Additional Funds --12 months (10)	\$10,000 - \$25,000	As billed	As incurred	Various
Total Estimate	\$80,274 - \$115,875 120,870			

Notes:

*We do not offer direct or indirect financing to franchisees for any items. Except where otherwise noted, all amounts that you pay to us are non-refundable. Third-party suppliers will decide if payments to them are refundable.

(1) Initial Franchise Fee. The Initial Franchise Fee is \$60,000, as described in Item 5. If you are a qualified existing DOXA franchisee or a U.S. military veteran, we will reduce the Initial Franchise Fee as noted in Item 5.

(2) Furniture and Fixtures. If you don't already own one, you must obtain an office desk and chair.

(3) Computer and Software Fees. We will provide you with one laptop at no cost to you. You will pay us a monthly Tech & Marketing Services fee, for which we will provide you the software needed for the operation of your Business (currently our CRM, ATS, LMS, VOIP phone system, Adobe, Microsoft 365, and cybersecurity software) as well as related digital marketing services and our ongoing support for the laptop and the required software and updates for such software. You will pay the first month's Tech & Marketing Services fee to us prior to the launch of your Business. You may also obtain optional marketing technology services such as dripify, Sales Navigator, ZoomInfo and other AI services from third-party vendors for additional fees. The lower end of the estimate assumes that you will only obtain the required software and pay us the Tech & Marketing Services fee. The higher end of the estimate assumes that you will also obtain the optional marketing technology services. Laptops beyond the one provided may be procured through our affiliate Operations at an additional cost (currently \$1,000 - \$2,000 per laptop). The required computer system is described in more detail in Items 6, 8 and 11.

Designated Sources

You may be required to purchase certain products and supplies only from us or our required suppliers as noted in this Item 8. From time to time we, an affiliate or a third party vendor or supplier may be the only approved supplier for certain products. You will pay the then-current price in effect for all purchases you make from us, our affiliate or any third party vendor we designate. As of the date of this Disclosure Document, you must use in the operation of your Business the laptop computer that we provide to you (its initial cost is included in the Initial Franchise Fee) as well as the software we load onto the laptop ~~(currently including Customer Relationship Management (CRM) software, Applicant Tracking System (ATS); Learning Management System (LMS), VOIP phone system, Adobe, Microsoft 365 and cybersecurity software) for which you pay us the Tech & Marketing Services Fee as described in Item 6, for which we also provide you related digital marketing services and software support services as further explained in Item 6 and Item 11. You must coordinate any repairs or replacement of the initial laptop with our affiliate Operations, but any repairs will be done by third party vendors you select, and any repairs/replacement of the laptop will be at your sole cost.~~

Approved Supplies and Suppliers

We provide you with a list of approved manufacturers, suppliers and distributors (“Approved Suppliers List”) and approved inventory products, equipment, supplies and other items or services necessary to operate the Business (“Approved Supplies List”). The Approved Supplies List may specify a required manufacturer or supplier of a specific product or service. We reserve the right to designate a required source of supply for certain products and services, and we or an affiliate may be a required source.

The lists also may include other specific products without reference to a particular manufacturer or supplier, or they may set forth the specifications and/or standards for other approved products or services. We may revise the Approved Suppliers List and Approved Supplies List. We give you the approved lists as we deem advisable. We generally do not give these lists to approved suppliers.

Except where we identify a sole supplier source, if you propose to use in the operation of your Business any product or supply which has not yet been approved by us as conforming to our specifications and quality and system standards and/or from a supplier not yet approved in writing by us, you must first notify us in writing and must submit to us, upon request, sufficient information, specifications, and samples so that we can determine whether the item or service complies with System standards or the supplier meets our supplier criteria. We will provide you with written approval or disapproval within a reasonable time period (typically 30 days). You may not use any product, supply, or material that we have not approved. [We do not make our criteria for approving suppliers available to franchisees.](#)

Supplier approval will depend on product or service quality, delivery frequency and reliability, service standards, financial capability, client relations, concentration of purchases with limited suppliers to obtain better prices and service, and/or a supplier’s willingness to pay us or our affiliates for the right to do business with our System. We may inspect or re-inspect the

facilities and products of any approved supplier and revoke our approval if the supplier fails to continue to meet our criteria and specifications. As a condition of approval, you and/or any supplier must reimburse us for all costs and expenses incurred by us associated with any testing, including travel and lodging expenses incurred where we deem it necessary to visit a supplier's facilities.

~~Nothing contained in this Disclosure Document or in the Franchise Agreement requires us to approve an inordinate number of suppliers of a given item or approve suppliers, which, in our reasonable judgment, would result in higher costs to our franchisees or prevent, in our sole judgment, our effective and economical supervision of suppliers.~~

Some of our officers own an indirect interest in the Franchisor, which is a sole supplier of the laptop and the required computer software. David Nilssen, our CEO, owns an ownership interest in our affiliate Guidant Financial, which may provide optional financial advisory services and/or accounting/bookkeeping services to franchisees.

You must carry insurance policies protecting you, us and our affiliates. You must purchase and maintain a policy or policies of comprehensive public liability insurance covering all Business assets, personnel, and activities on an occurrence basis with a combined single limit for bodily injury, death, or property damage of not less than two million dollars (\$2,000,000) but no less than \$1,000,000 per occurrence (including Products/Completed Operations and Personal Injury and Advertising Injury). In addition, our current minimum insurance requirements include (i) motor vehicle liability coverage, combined single limit in the amount we specify, up to \$2,000,000 but no less than \$1,000,000, on each owned, non-owned or hired vehicle used in connection with the Business; (ii) professional errors and omissions coverage of not less than one million dollars (\$1,000,000); (iii) workers' compensation coverage with minimum coverage as required by law; (iv) business interruption insurance in an amount sufficient to cover salary or wages of key personnel, and other fixed expenses; (v) casualty insurance in a minimum amount equal to the replacement value of your interest in your Business furniture, fixtures, and equipment and (vi) such other insurance as from time to time required by us, under applicable law and under other agreements applicable to your Business. Additional insurance requirements may be set forth in the Operations Manual. We may increase the minimum coverage requirement annually if necessary to reflect inflation or other changes in circumstances. If you have employees, you must maintain policies of workers' compensation insurance, disability insurance, and any other types of insurance required by applicable law.

We must be named as an additional insured on all liability policies and severability of interests or separation of insureds provisions must be included in the liability policies and all policies must be primary and non-contributing with any insurance policy carried by us. You must also carry any other such insurance coverages or amounts as required by law or other agreement related to the Business. We may from time to time modify the required minimum limits (including an increase to the umbrella policy) and require additional insurance coverages by providing written notice to you, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the DOXA System, standards of liability and higher damage awards.

You must deliver to us upon commencing business, and then annually or at our request a proper certificate evidencing the existence of such insurance coverage and your compliance with

the insurance requirements. The insurance certificate must show our status as an additional insured and provide that we will be given 30 days' prior written notice of material change in or termination or cancellation of the policy. If you do not procure and maintain the required insurance coverage (including any modifications referenced in the preceding sentence), we have the right, but not the obligation, to procure insurance coverage and to charge the costs to you, together with a reasonable fee for the expenses we incur in doing so. You must pay these amounts to us immediately upon written notice.

Although we require certain insurance coverage and have recommended other coverages, we do not guarantee that the required or recommended insurance will be adequate to fully protect your assets. You should therefore consult with an insurance professional to determine what coverage, in addition to the minimum required coverage, may be needed for you and your Business.

We and our affiliates reserve the right to receive rebates or other consideration from suppliers in connection with your purchase of goods, products and services. Most of these payments will be calculated on an amount based on products or services sold. We will retain and use such payments as we deem appropriate or as required by the vendor. Since we just launched our franchise program, prior to and as of the date of this Disclosure Document, neither we nor our affiliates have received any rebates or other payments from any of our required or approved suppliers. We also may derive revenue from items or services that we or affiliates sell directly to you by charging you more than our or their cost. Prior to and as of the date of this Disclosure Document, neither we nor our affiliates have received any such revenue.

We may negotiate prices for numerous products for the benefit of the System but not on behalf of individual franchisees. Currently, there is no purchasing or distribution cooperative but we reserve the right to create a cooperative and require you to participate. We may receive volume discounts for the System which we will pass through to our franchisees. Beyond these discounts, we do not provide material benefits to you because of your use of approved suppliers.

You can expect items purchased or leased in accordance with our specifications will represent approximately 1% to 5% of total purchases you will make to begin operations of the business and 5% to 10% of the ongoing costs to operate the business.

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*	Item in Disclosure Document
(a) Site selection and acquisition/lease	Sections 2A and 5A	Items 7 and 11
(b) Pre-opening purchases/leases	Sections 5A, 6B and 8A	Items 5, 6, 7 and 8

Obligation	Section in Agreement*	Item in Disclosure Document
(c) Site development and other pre-opening requirements	Section 5A	Items 7, 8 and 11
(d) Initial and ongoing training	Sections 6B and 6C	Items 6 and 11
(e) Opening	Section 2A	Items 5 and 11
(f) Fees	Section 8	Items 5, 6 and 7
(g) Compliance with standards and policies/operations manual	Section 5G	Items 6, 7, 8, 11, 14 and 16
(h) Trademarks and proprietary information	Sections 3A-3E	Items 13 and 14
(i) Restrictions on products/services offered	Sections 5B and 5C and 6A-6C	Items 6, 7, 8, 11 and 16
(j) Warranty and customer service requirements	Section 5K	Items 6 and 11
(k) Territorial development and sales quotas	Sections 2B and 2D	Item 12
(l) Ongoing product/services, purchases	Sections 5B and 5C	Items 6, 7 and 8
(m) Maintenance appearance and remodeling requirements	Section 5L	Items 8 and 11
(n) Insurance	Section 9C	Items 6, 7 and 8
(o) Advertising	Sections 7A-7D and 8C	Items 6, 7 and 11
(p) Indemnification	Section 9B	Not Applicable
(q) Owner's participation/management/staffing	Sections 6A-6E	Items 11 and 15
(r) Records and reports	Sections 8G and 8H	Item 11
(s) Inspections/audits	Sections 5F and 8G	Items 6 and 11
(t) Transfer	Sections 10A-10G	Items 6 and 17
(u) Renewal	Section 4B	Items 6 and 17
(v) Post-termination obligations	Sections 9D and 13	Item 17
(w) Non-competition covenants	Section 9D	Item 17
(x) Dispute resolution	Sections 11A-11D	Item 17
(y) Other	Not Applicable	Not Applicable

~~*Unless otherwise noted, Section references are to the Franchise Agreement.~~

Item 10

FINANCING

We do not offer any direct or indirect financing. We do not guarantee your note, lease or other obligation.

Site Selection

We determine your PMA (in accordance with the criteria described in Item 12) and include a description of it in Schedule A to the Franchise Agreement before we deliver the Franchise Agreement to you for execution. You select the site for your Business. As we don't approve your site, we have no site approval factors. You can operate the Business out of your home office. We do not assist you in connection with selecting and securing a site for your Business as it is your responsibility to find a site, although the site you select must be in your PMA and you must notify us of the address for your Business prior to attending training or commencing any business operations. In certain circumstances, we may approve your site to be physically located outside your PMA. There is no time limit for us to approve a site and no consequences if we cannot agree on a site, as you likely will start to operate the Business out of your home office.

Time of Opening

The typical length of time between the signing of the Franchise Agreement and the commencement of business for a DOXA Business is one to two months. ~~You may not commence operations until (1) you complete pre-opening training to our satisfaction; (2) you pay the Initial Franchise Fee and other amounts then due to us; (3) you obtain all necessary licenses, permits and authorizations; (4) you give us certificates for all required insurance policies; and (5) we approve the commencement of operations.~~ Factors that may affect this timing are any pre-existing obligations you may have, your completion of training, and your ability to secure financing (if applicable). ~~Your Franchise Agreement requires you to commence business operations within 90 days of signing of the Franchise Agreement.~~

Marketing

We do not have an obligation to conduct advertising for the franchise system. If we elect to advertise, we may use any advertising media we choose and we may elect for the media coverage to be local, regional or national. We may engage third-party advertising, marketing and promotional agencies to develop advertising materials and campaigns for us. We are not obliged to spend any amount on advertising in your PMA.

We do not have an advertising fund and you do not have an obligation to participate in any advertising fund.

You must spend at least \$2,500 within the first 3 months of signing the Franchise Agreement on marketing your DOXA Business, including but not limited to, preparing your marketing plan, purchasing local business lead lists, joining business networking groups, and attending local business networking events. Thereafter, you must spend a minimum of \$1,000 per month on approved local marketing activities. You must obtain our written approval of all promotional and marketing materials prior to their use. You must submit the materials to us via email and we will endeavor to approve (or disapprove) all such submissions within 5 business days.

You must use the required computer system and tools to record all revenue-related processes, operations, and sales within your Business. The computer system is designed to generate essential reports on billing, contracts, business analysis, and sales performance while supporting digital marketing and customer outreach efforts.

You are solely responsible for operating and maintaining the computer system, except ~~for the~~that we have a contractual obligation to provide software support services ~~we provide~~ to you for the required software, which support services are covered by the monthly Tech & Marketing Services Fee as explained above in this Item 11. Otherwise, there are no contractual limits on the frequency and cost of your obligation to maintain, upgrade and update the computer system in conformance with our directives. If repairs or replacement to the laptop are necessary, you must work with our affiliate Operations to coordinate repairs (which will be done by third-party vendors you select) or replacements at your expense.

Licensing and Proprietary Software

You may be required to license proprietary software from us, an affiliate, or a third party, and may also be responsible for any associated licensing or usage fees. All rights, titles, and interests in such proprietary software will remain exclusively with the licensor.

Data Access and Connectivity

We reserve the right to access the computer system remotely to retrieve, analyze, and use all software, data, and files stored on the hardware. This access will be conducted as necessary from other locations to ensure compliance and operational standards. There are no contractual limits upon our right to access the information.

You must retain and report all data and information as designated in the Operations Manual, using approved SaaS tools or other specified methods. An active and reliable internet connection is essential for accessing these tools, maintaining compliance, and ensuring uninterrupted Business operations and must be acquired and maintained by you at your cost.

Training

Before you commence operation of your Business, we will train you and one additional person. Your Designated Owner, your Designated Manager and anyone who will engage in direct client acquisition and account management tasks, as applicable, must attend our training program. We will provide approximately 5 business days of training (although the specific number of days depends on our opinion of your experience and needs) in Boise, ID, or another location we designate. This initial training is included as part of the Initial Franchise Fee. You must attend and complete training to our satisfaction. The training program will be conducted on an as-needed basis as franchisees become ready to commence business operations (We typically schedule training four (4) to six (6) times a year, approximately every eight (8) to twelve (12) weeks).

Additional people beyond the first two may attend initial training if you pay our then-current training charge for each additional person (currently \$500 per person). You also must pay

for all travel and living expenses that you and your employees incur and for your employees' wages and workers' compensation insurance while they attend our initial training program.

Training will occur after you sign the Franchise Agreement. You must complete the training to our satisfaction before you may commence operations of the Business. If you do not successfully graduate from our training program, you will have to attend the entire program again at your cost before opening the Business. As of the date of this Disclosure Document, we provide the following training:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of on the Job Training	Location
Introduction	10	-	Boise, ID
Marketing	8	-	Boise, ID
Sales and Operating Procedures	16	10	Boise, ID / virtual
Financial Management	3	10	Boise, ID / virtual
Review	3	10	Boise, ID / virtual
Total	40	30	

David Nilssen and/or Michael Ross will be the primary training instructors. [Mr. Nilssen has 22 years of experience relevant to the subjects he teaches, 4 years of that with us and our affiliates. Mr. Ross has 27 years of experience relevant to the subjects he teaches, 4 years of that with us and our affiliates.](#) Refer to Item 2 for Mr. Nilssen's and Mr. Ross' additional background and experience. ~~We also use other~~ [Mr. Nilssen and Mr. Ross have responsibility for our trainersing as staff, consisting of Christina Chambers and Jason Metteer. These instructors' experience in the industry ranges from 12 years to 25 years, with 6 months to 1 year of that with us and our affiliates.](#) The Operations Manual will be used as the principal instructional material.

We will also provide up to 40 hours of additional virtual sales assistance training and support after you complete the initial training program. You and/or other previously trained and experienced employees must attend and satisfactorily complete various training courses that we periodically provide at the times and locations we designate. In addition to attending these courses, you must attend any annual meeting of all franchisees which we sponsor at a location we designate. We will not require attendance at the annual meeting for more than three days during any calendar year. You are responsible for all related travel and living expenses and wages. As of the date of this Disclosure Document, the location, duration, frequency and content of any additional training program we may require is unknown. Generally, this additional training will be available on an "as needed" basis depending on new product and services introduction, and the availability of training locations.

Operations Manual

The Table of Contents of the Operations Manual, together with the number of pages in each Section and the total number of pages (140), is included in Exhibit D. ~~You must treat the Operations Manual, and other written materials created for or approved for use in the operation of the Business, and the information contained in them, as confidential. The Operations Manual will~~

~~remain solely our property. We may, from time to time, revise the contents of the Operations Manual and you must comply with each new or changed standard.~~

Item 12

TERRITORY

A territory (referred to as the Primary Market Area or “PMA”) will be identified in Schedule A to the Franchise Agreement when you sign it, in which PMA you will direct your primary marketing efforts. The PMA will consist of a geographic area designated by zip codes, not to exceed a 20-mile radius, which includes at least 1,000 businesses, each with a minimum of 20 employees (each, a “Qualified Business”). The number of Qualified Businesses in your PMA will be determined in the aggregate and will be calculated using GbBIS or a comparable platform. During the term of the Franchise Agreement and provided that you are in compliance with the terms and conditions of the Franchise Agreement, we will not modify the PMA without your written permission.

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

You may operate the Business from any location within your PMA (including your home office). We do not approve the office location of your Business so long as it is within your PMA. In certain circumstances, however, we may approve your Business site to be physically located outside your PMA. You are free to relocate your Business office within your PMA as long as the office location is within your PMA (unless we approve in writing an exemption to that requirement).

During the term of the Franchise Agreement, provided that you are not in default of your obligations to us or our affiliates and except as to our reserved rights outlined below, we will not open and operate and, we will not grant another franchisee the right to open and operate, a DOXA business with a physical office geographically located within your PMA. However, you are not prohibited from seeking customers in any geographic area; provided that you follow our client acquisition policies and procedures outlined in the Manuals, which we may modify from time to time. You may follow up on leads and accept client engagements regardless of whether such leads or engagements originate from inside or outside of your PMA, and you have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing or other direct marketing, to make sales outside of your PMA, although we will restrict your right to conduct direct marketing with respect to accounts already assigned to other franchisees or our affiliates as provided in our ~~then-current~~ client acquisition policies and procedures, ~~which may include certain limitations on how you may actively solicit and market leads outside your PMA or use the Internet, telemarketing or other direct marketing.~~ Other DOXA franchisees may provide services in your PMA; however, we may limit who franchisees can provide services to through our client acquisition policies and client management tools.

The client acquisition policies and procedures also will include provisions regarding when franchisees will be allowed to solicit or accept work within another franchisee’s PMA if a client

within their PMA has sites within the PMAs of other franchisees and the franchisee complies with our client management rules, which includes instances where businesses have locations, offices or branches in multiple territories in which case the franchisee whose territory includes the “controlling” business will be the franchisee that provides the services to all locations, offices or branches of that business even if within the territories of other franchisees or our corporate or affiliate locations. The client acquisition policies and procedures will include provisions regarding protected leads and accounts where we will allow franchisees, using the client management tools, to identify and protect a certain number of leads they are actively working or clients with whom they are actively engaged. We may modify and change those policies and procedures from time to time on written notice to you. We may establish an E-commerce or similar program to obtain leads or engagements over the Internet directly or indirectly from clients, and we may direct the leads or sales to you or to another franchisee without regard to whether or not the lead or client is located inside your PMA.

We and our affiliates retain all rights that are not expressly granted to you under the Franchise Agreement. We (and our affiliates) ~~may~~reserve the right, among other things, on any terms and conditions we deem advisable, without compensation to you or any franchisee, and without granting you any rights therein, to:

(i) establish and/or license others to establish franchised or company- or affiliate-owned DOXA businesses at any physical office geographically located outside the PMA regardless of the proximity of such location to the PMA;

(ii) merge with, acquire or become acquired by (“Merger/Acquisition Activity”) any businesses, including competitive businesses, which businesses operate under trademarks other than the DOXA Marks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your DOXA Business, and which may be located anywhere inside or outside the PMA;

(iii) sell and distribute for ourselves and/or license others to sell and distribute, within and outside the PMA, products or services that are the same as or different from the products and services offered from your DOXA Business, and which are offered and distributed under marks different than the Marks; and

(iv) use alternative channels of distribution, including the Internet, within and outside the PMA, to offer competing products or services, whether under the Marks or different marks; and

(v) establish a Strategic Account (as defined below) or create a marketing or other program (a “Business Program”) to generate new business opportunities for you and our other franchisees (“Business Opportunities”). Should you choose not to participate in any particular Strategic Account or Business Program, other qualified franchisees will be permitted to take advantage of the Strategic Account or Business Opportunity. We have the right to convert a client

account developed by you to a Strategic Account in accordance with our client management policies.

~~(v) establish a Strategic Account (i.e., is a client account that has multiple offices/locations and that we or an affiliate centrally coordinate, which may include a house account, i.e., an account that only we or an affiliate may service regardless of its location or any PMA rights granted to any franchisee) or create a marketing or other program (a “Business Program”) to generate new business opportunities for you and our other franchisees (“Business Opportunities”). We may condition your participation in any Strategic Account or a Business Program upon such terms and conditions as we feel are appropriate, including the payment of additional or different fees, the completion of additional training and/or any other certification requirements. Should you choose not to participate in any particular Strategic Account or Business Program, other qualified franchisees will be permitted to take advantage of the Strategic Account or Business Opportunity. We have the right to convert a client account developed by you to a Strategic Account in accordance with our client management policies.~~

We are not required to pay you any compensation for soliciting or accepting orders inside your territory pursuant to these reserved rights.

~~Continuation of your franchise rights and PMA do not depend on the achievement of a certain sales volume, market penetration or other contingency in year one.~~ After year one, you must meet the minimum performance standards (“Minimum Performance Standards”) described in the chart below or we will have the right to terminate your franchise:

Time Period:	Year 2	Years 3 - 5
Quarterly Minimum:	3 net new seats billing per quarter	4 net new seats billing per quarter

The term “net new seats” means the number of seats at the end of the applicable quarter minus the number of seats at the beginning of the quarter. “Seat” means a full-time employee position placed with a client under a client account agreement. A “quarter” means each consecutive three-month period during the term of the Franchise Agreement, with the first quarter being the first three months of the term of the Franchise Agreement. Failure to achieve the required Minimum Performance Standards will be a material default under the Franchise Agreement, authorizing us to terminate the Franchise Agreement if you fail to timely cure the default. We may require you to complete additional training (at your own cost) as part of any cure of such default.

You do not receive any rights of first refusal or similar rights to obtain additional franchises.

Neither we nor any of our affiliates currently have any plans to operate or franchise a business that would sell similar goods or services under a different trademark, although the Franchise Agreement does not prohibit us from doing so.

Item 13

TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks in connection with the operation of your Business. The following Marks are registered trademarks on the principal registry of the United States Patent and Trademark Office (“USPTO”) and owned by our parent, DOXA Talent, Inc.:

Mark	Registration Date	Registration No.
DOXA	Oct. 10, 2023	7189746
DOXA (logo)	Oct. 10, 2023	7189755
THE FUTURE IS BORDERLESS	Oct. 10, 2023	7188516
CONSCIOUS OUTSOURCING	April 4, 2024	98484332
THE BORDERLESS LEADER	November 2, 2023	98251247

~~Our Parent will file or has filed all required affidavits regarding the USPTO Marks. You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Marks in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized services or products; or as part of any domain name, website, or other electronic address.~~

[Our Parent has filed a trademark application with respect to the following Mark:](#)

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
<u>CONSCIOUS OUTSOURCING</u>	<u>April 4, 2024</u>	<u>98484332</u>

[We do not have a federal registration for our principal trademark listed in the table immediately above. Therefore, this trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.](#)

We obtained the rights to use the Marks and certain other intellectual property owned by our Parent, and to license to our franchisees the right to use these Marks and intellectual property in connection with the operation of DOXA businesses, under a Trademark License Agreement dated January 30, 2025, between us and our Parent. The length of the Trademark License Agreement is twenty (20) years and will automatically renew for successive twenty (20) year periods. Our Parent may terminate the Trademark License Agreement if we materially breach the agreement and fail to cure the breach within 30 days. If this Trademark License Agreement were to expire or terminate, the rights of any then-existing franchisees to use the Marks in connection

with the promotion, development and operation of DOXA businesses would also terminate; however, we would authorize you to use substitute Marks.

~~Your use of the Marks and any goodwill is to our and our affiliate's exclusive benefit, and you retain no rights in the Marks. You also retain no rights in the Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Marks unless we direct in writing.~~ We may change the System presently identified by the Marks, including the adoption of new Marks, new products or services, new equipment, or new techniques, and you must adopt the changes in the System as if they were part of the Franchise Agreement at the time of its execution. You must comply within a reasonable time, at your expense, if we notify you to discontinue or modify your use of any Mark. We will have no liability or obligation as to your modification or discontinuance of any Mark. You are not permitted to make any other changes or substitutions of any kind in or to the use of the Marks unless we direct in writing.

There are currently no material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court; or any pending infringement, opposition, or cancellation proceedings involving the principal Marks. There is no pending material federal or state court litigation regarding our use or ownership rights in any Mark.

Except as described above in this Item 13, there are no currently effective agreements that significantly limit our rights to use or license the use of the Marks.

~~We will~~ The Franchise Agreement requires us to protect your right to use the Marks against claims of infringement or unfair competition arising out of your proper use of the Marks. You must notify us of the use of, or claim of rights to, a trademark identical or confusingly similar to our Marks. We have the right to determine whether or not we will take affirmative action when notified of these uses or claims and the right to exclusively control any litigation or proceedings. You are required to assist us in the prosecution of such litigation or proceedings. We will reimburse you for all actual damages (other than loss of income) and out-of-pocket expenses incurred by you in connection with any claim by any third party for infringement or unfair competition arising out of your use of the Marks; however, our obligations to reimburse you will exist only if you have used the name or Mark that is the subject of the controversy in strict accordance with the provisions of the Franchise Agreement and our rules, regulations, procedures, requirements, and instructions, and have notified us of the challenge as stated above and have otherwise fully cooperated with us in the defense of any action.

We know of no superior prior rights or infringing uses that could materially affect your use of the trademarks in the state where your franchise business will be located.

Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

As of the date of this Disclosure Document, we do not own any rights in or to any patents, patent applications or copyrights that are material to the franchise. We claim copyright protection for our Operations Manual and other publications and promotional materials, although we have

not registered any of the materials with the U.S. Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement, Operations Manual, and other communications that we provide to you. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the Copyright Office (Library of Congress), USPTO, Board of Patent Appeals & Interferences, or any court, or any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any patents or copyrights.

There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. We are not required by any agreement to protect or defend any patent or copyright.

We know of no superior prior rights or infringing uses that could materially affect your use of the copyrights in the state where your franchised business will be located.

Our Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes training and operations materials; methods, formats, specifications, standards, systems, procedures, techniques, sales and marketing techniques, knowledge, and experience used in developing and operating DOXA businesses; marketing, advertising and public relations programs; knowledge of specifications for and suppliers of Approved Supplies and other products and supplies; and graphic designs and related intellectual property. You must treat the Operations Manual, and other written materials created for or approved for use in the operation of the Business, and the information contained in them, as confidential. The Operations Manual will remain solely our property. We may, from time to time, revise the contents of the Operations Manual and you must comply with each new or changed standard.

All ideas, concepts, techniques, or materials concerning a DOXA Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be solely and exclusively our property, part of the system, and works made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent improper disclosure to others and use non-disclosure and non-competition agreements with those having access. We may regulate the form of agreement that you use and will be a third-party beneficiary of that agreement with independent enforcement rights.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The DOXA Franchise shall be managed by one shareholder, partner, or member of the franchisee entity, who is a natural person designated in writing to us as the person to make all decisions for the franchisee entity (the “Designated Owner”). We may allow you, in certain circumstances, to appoint a manager (“Designated Manager”) to run the day-to-day operations of the DOXA Franchise. You shall keep us informed, in writing, at all times of the identity of your Designated Manager. The Designated Owner and your Designated Manager, if you have one, must successfully complete our training program which is discussed in Item 11. We require that a Designated Manager have an ownership interest in the Franchisee. You, your owners and the Designated Manager cannot have any interest in, or business relationship with, any business competitor of your Franchise. If you replace a Designated Owner or Designated Manager, the new Designated Owner or Designated Manager must satisfactorily complete our training program at your own expense.

All of your employees, independent contractors, agents, or representatives that may have access to our confidential information must sign a Confidentiality Agreement, the current form of which is attached to the Franchise Agreement as an exhibit. Each owner (i.e., each person holding an ownership interest in you) must personally guarantee your obligations to us under the Franchise Agreement. The Personal Guarantee is attached to your Franchise Agreement. The entity used to operate the DOXA Franchise must be used solely for operating the DOXA Franchise and for no other purpose.

~~You must attend any annual meeting, convention or conference of franchisees and all meetings related to new products/services, new operational procedures or programs, training, management, sales or sales promotion or similar topics that we offer, at your own expense. You are responsible for all related travel and living expenses associated with attending any additional meetings, conventions or conferences. As of the date of this Disclosure Document, the location, duration, frequency and content of any additional meetings, conventions or conferences we require you to attend is unknown and will depend on the frequency with which new products or services are introduced to the System.~~

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell the services and products that we authorize for DOXA Businesses. You may not offer or sell any products or perform any services that we have not authorized. We have the unlimited right to change the required and/or authorized products and services you may offer.

You may not generally advertise, market or promote your Business within the PMA of any other DOXA franchisee. You are not otherwise limited in the clients to whom you may sell

	Provision	Section in Agreement*	Summary
r.	Non-competition covenants after the franchise is terminated or expires	Section 9D	No direct or indirect involvement in a Competing Business for two years (i) in the PMA (ii) within 20 miles of the former PMA or (iii) inside the PMA of any other DOXA business. A Competing Business for purposes of the post-term non-compete includes any business that provides staff augmentation and/or business process outsourcing and/or offshoring services.
s.	Modification of the Agreement	Section 14B	No modifications generally, but we have the right to change the Operations Manual and list of authorized Marks.
t.	Integration/merger clause	Section 14B	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Franchise Agreement or this Disclosure Document may not be enforceable. <u>Notwithstanding the foregoing, nothing in the franchise agreement or any related agreement is intended to disclaim the representations made in this Disclosure Document.</u>
u.	Dispute resolution by arbitration or mediation	Section 11	Except for certain claims, all disputes must be mediated or arbitrated in the county where our headquarters are located (currently, Ada County, Idaho) (subject to state law).
v.	Choice of forum	Section 14I	Litigation must be in the applicable federal or state court where our headquarters are located (currently, Ada County, Idaho) (subject to state law).
w.	Choice of law	Section 14H	Except for claims under federal trademark law, and the parties' rights under the Federal Arbitration Act, the law of the state of Idaho (subject to state law).

Item 18

PUBLIC FIGURES

We currently do not use any public figure to promote our franchise.

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 franchisor-owned outlets if there is a reasonable basis for the information and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The following historical information presents data concerning certain business segments of a DOXA business located in Garden City, ID and operated from November 2020 until December 2024 by our parent DOXA Talent, Inc. ("Parent") (at which time the business was transferred to our affiliate Operations as explained in Item 1). This Item 19 financial performance information provides data for the time period from January 2023 through September 2024. The data presented

4. Markup Percentage is Markup divided by the Base Rate, expressed as a percentage. Low Markup and Markup Percentage means the lowest Markup (and the corresponding lowest Markup Percentage) charged by Parent to a client on a Seat; High Markup and Markup Percentage is the highest Markup (and the corresponding highest Markup Percentage) charged by Parent to a client on a Seat.
5. Table A is based on data with respect to a total of 709 seats placed with a total of 153 clients during the reporting period. Five of the 709 seats were excluded from Table B as outliers sold at or below the applicable Fully Loaded Cost. [These five seats were either given to a non-profit organization for a price at or below the applicable Fully Loaded Cost or were in-kind service trade to an organization in return for corporate marketing sponsorship.](#)

Parent did not pay a Commission Share and did not spend as much on local marketing activities as a franchisee will. In addition, Parent may have had more employees operating at the corporate location than a new franchisee will likely have, as a franchisee may begin operations on their own with no additional employees. Parent had also been in operation for three years and so its DOXA business is a more established business than a new franchised business will be. Other than these factors, there are no material financial or operational differences between the corporate location operated by Parent and a franchised location. As of December 31, 2024, we had no franchisees.

Additional Notes:

1. **Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**
2. Written substantiation for the financial representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, DOXA TALENT FRANCHISING LLC does not make any other financial performance representations. 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 Christina Chambers at 9169 W. State St., Garden City, ID 83714; telephone (208) 609-4256, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ILLINOIS ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT**

Item 5: Franchisor will defer the payment of initial franchise fees until Franchisor has satisfied its pre-opening obligations to Franchisee and the Franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

Item 17, Additional Disclosures. The following statement is added to Item 17:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

~~By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.~~

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.

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

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between DOXA Talent Franchising LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. ~~The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Illinois; (b) Franchisee is a resident of the State of Illinois; and/or (c) the Business will be located or operated in the State of Illinois.~~
2. The following sentence is added to the end of Section 8.A:

Franchisor will defer the payment of initial franchise fees until Franchisor has satisfied its pre-opening obligations to Franchisee and the Franchisee has commenced business operations. The Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.
2. The following sentence is added to the end of Section 14.I:

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that the Franchise Agreement may provide for arbitration in a forum outside of Illinois.
3. The last sentence of Section 14.H(1) is deleted and replaced by the following:

Illinois law governs the franchise agreement.
4. Franchisee’s rights upon termination and non-renewal of the franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
5. In conformance with Section 41 of the Illinois Franchise Disclosure Act any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
6. ~~Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.~~
7. ~~Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.~~

MARYLAND ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to 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.”

The following is added to Item 17:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee’s investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

**ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES**

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between DOXA Talent Franchising LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This addendum is being executed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Maryland; (b) Franchisee is a resident of the State of Maryland; and/or (c) the Business will be located or operated in the State of Maryland.
2. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.
3. Any provision of the Agreement which provides for a period of limitations for causes of action shall not apply to causes of action under the Maryland Franchise Law, Business Regulation Article, §14-227, Annotated Code of Maryland. Franchisee must bring an action under such law within three years after the grant of the franchise.
4. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
5. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee’s investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.
6. [Section 8.A of the Franchise Agreement is hereby amended by adding the following: “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.”](#)

**MINNESOTA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT**

Item 6: [The following statement is added to Item 6:](#)

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

Item 13, Additional Disclosure: The following statement is added to Item 13:

We will protect your right to use the Marks or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name to the extent required by Minn. Stat. Sec. 80C.12, Subd.1(g).

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).

Item 17, Notice of Termination; Consent to Transfer: The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Item 17, Governing Law, Jurisdiction and Venue and Choice of Forum: The following statement is added to the cover page and Item 17:

Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

In accordance with Minnesota Statutes, Section 80C.17, Subd. 5, no action may be commenced more than three years after the cause of action accrues.

Item 17, General Release: The following statement is added to Item 17:

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to the Franchise Agreement (“Franchise Agreement”) dated _____ between DOXA Talent Franchising LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

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

2. The following sentence is added to the end of Section 12.B:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, subdivision 3, 4, and 5 which requires, except in certain cases, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the Franchise Agreement.

3. Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

4. The following sentence is added to the end of Sections 4.B and 10.C:

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

5. The following sentence is added to Section 8.E:

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

56. The following sentences are added to the end of Sections 11.C and 14.I:

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

Franchise Disclosure Document Effective Dates

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

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

Hawaii:	[PENDING] SEE SEPARATE FDD
Illinois:	[PENDING]
Indiana:	February 11, 2025 SEE SEPARATE FDD
Maryland:	[PENDING]
Michigan:	[PENDING] SEE SEPARATE FDD
Minnesota:	[PENDING]
New York:	March 4, 2025 SEE SEPARATE FDD
Washington:	[PENDING] SEE SEPARATE FDD
Wisconsin:	February 11, 2025 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.