

Special Risks to Consider about *This Franchise*

Certain states require the following risks be highlighted:

- 1. 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.
- 2. Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Indiana. 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 Indiana than in your own state.
- 3. Royalty Payments.** You must make minimum royalty payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
- 4. Personal Guaranty.** Your spouse must sign a document that makes your spouse liable for all your financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
- 5. Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (Item 21), calls into question the franchisor's ability to provide services and support to you.

information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised businesses. 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 Business, however, we may provide you with the actual records of that Business. If you receive any other financial performance information or projections of your future income, you should report it to us by contacting Thad Miller at tmiller@dvmmatch.com or the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1
Systemwide Outlet Summary
For Years 2021 to 2023**

Outlet Type	Year	Outlets at Start of the Year	Outlets at End of the Year	Net Change
Franchised	2021	0	1	+1
	2022	1	3	+2
	2023	3	4	+1
Company-Owned	2021	0	1	+1
	2022	0 1	0	0
	2023	0	0	0
Total Outlets	2019 2021	0	0 2	0 +2
	2020	0	0	0
	2021 2022	0 2	1 3	+1
	2022 2023	1 3	3 4	+2 +1

**Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021 to 2023**

State	Year	Number of Transfers
All States Total	2021	0
	2022	0
	2023	0

**Table No. 3
Status of Franchised Outlets
For Years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year	Total Outlets
All States Total	2021	0	1	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1	1
Indiana	2021	0	1	0	0	0	0	1	1
	2022	0	0	0	0	0	0	1	1
	2023	0	0	0	0	0	0	1	1
Texas	2021	0	1	0	0	0	0	1	1
	2022	0	0	0	0	0	0	1	1
	2023	0	0	0	0	0	0	1	1
Arizona	2021	0	1	0	0	0	0	1	1
	2022	0	0	0	0	0	0	1	1
	2023	0	0	0	0	0	0	1	1
All States Total	2022 2021	1 0	1 1	0	0	0	0	3	3
	2022	3	0	0	0	0	0	3	3
	2023	3	0	0	0	0	0	3	3

**Table No. 4
Status of Company-Owned Outlets
For Years 2021 to 2023**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Indiana	2021	0	1	0	0	0	1
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Kentucky	2021	0	1	0	0	0	1
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Ohio	2021	0	1	0	0	0	1
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
All States Total	2021	0	3	0	0	0	3
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

**Table No. 5
Projected Openings
As of December 31, 2023**

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	1	0
Kentucky	0	1	0
Tennessee	0	1	0
Nevada	0	1	0
Total	0	4	0

Note 1

The franchised outlet in Table No. 4 has a territory that covers more than one state: Indiana, Kentucky and Ohio. To avoid over-counting the franchised outlets, the total numbers disclosed in the last row of this table reflect the total amount of outlets rather than the number of territories these franchises operate in.

Note 2

Two of the projected new franchised outlets in Table No. 5 have territories that cover more than one state: (1) Arizona, Colorado and New Mexico; and (2) Georgia, North Carolina and South Carolina. To avoid over counting territories as projected franchised outlets, the total numbers disclosed in the last row of this table reflect the total amount of projected new outlets rather than the number of territories these projected franchisees operate in.

Except as set forth in Exhibit G, no franchisees have had a franchise terminated, canceled, not renewed or otherwise ceased to do business during the most recently completed fiscal year and all franchisees have communicated with us within 10 weeks of the issuance date of this disclosure document.

Our current and former franchisees are listed on Exhibit G. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. During the last three years, no current or former franchisees or licensees have signed confidentiality clauses that restrict them from discussing with you their experiences as franchisees in our system.

We are unaware of any trademark specific franchisee organizations associated with our franchise system that has either (a) been created, sponsored, or endorsed by us, or (b) is incorporated or otherwise organized under state law and asks us to be included in our disclosure document during the next fiscal year.

**ITEM 21
FINANCIAL STATEMENTS**

DVMMatch began offering franchises in 2021. Attached as Exhibit C to this disclosure document is our fully audited financial report for 2023 and 2022, and an unaudited Balance Sheet and Profit and Loss statement as of ~~December 31, 2021~~ November 30, 2024. The franchisor has not been in business for

[three years or more and cannot include all the financial statements required by the Rule.](#)

**ITEM 22
CONTRACTS**

Attached are copies of the following agreements proposed for use in this state:

Exhibit A: Compliance Questionnaire

Exhibit B: Franchise Agreement

**ITEM 23
RECEIPT**

Attached to the end of this disclosure document, following the Exhibits, is a receipt. Please sign it, date it the date you receive the disclosure document, and return it to us. A duplicate of the receipt is attached for your records.

DVMmatch
Balance Sheet
As of November 30, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Checking (6679) DVMmatch	5,083.48
Total Bank Accounts	\$5,083.48
Other Current Assets	
Prepaid Expenses	23,829.25
Total Other Current Assets	\$23,829.25
Total Current Assets	\$28,912.73
Fixed Assets	
Accumulated Amortization	-7,932.40
Accumulated Depreciation	-15,951.43
CRM Software	20,902.50
Equipment	30,731.39
Organizational Costs	3,752.00
Total Fixed Assets	\$31,502.06
Other Assets	
Vehicle Asset	46,845.98
Total Other Assets	\$46,845.98
TOTAL ASSETS	\$107,260.77
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
American Express 91003	72,472.08
Total Credit Cards	\$72,472.08
Other Current Liabilities	
Line of Credit	24,000.00
Total Other Current Liabilities	\$24,000.00
Total Current Liabilities	\$96,472.08
Long-Term Liabilities	
Car Loan Star Bank 3532	45,150.97
Star Bank Loan 1962 (LOC)	49,652.37
Total Long-Term Liabilities	\$94,803.34
Total Liabilities	\$191,275.42

DVMmatch
Profit and Loss
January - November, 2024

	TOTAL
Income	
Royalty Fees	26,400.00
Sales	18,441.25
Shared Marketing	19,800.00
Total Income	\$64,641.25
GROSS PROFIT	\$64,641.25
Expenses	
Advertising & Marketing	68,637.48
Google Advertising	12,745.39
Total Advertising & Marketing	81,382.87
Automotive Lease	13,427.37
Fuel	44.76
Registration	339.60
Repairs & Maintenance	3,000.00
Total Automotive Lease	16,811.73
Bank Charges & Fees	493.67
Computer & IT Expense	
Internet	2,527.52
Software	2,020.34
Web Hosting Services	263.08
Total Computer & IT Expense	4,810.94
Conferences & Seminars	35,472.94
Dues and subscription	329.00
Interest Paid	10,261.14
Interest - Star Bank 1962 LOC	3,944.88
Total Interest Paid	14,206.02
Legal & Professional Services	22,230.50
Meals & Entertainment	
Entertainment	447.51
Meals	262.80
Total Meals & Entertainment	710.31
Office Supplies	4.27
Postage	183.25
Storage	1,607.00
Travel	9,967.63
Total Expenses	\$188,210.13
NET OPERATING INCOME	\$ -123,568.88
NET INCOME	\$ -123,568.88

DVMmatch, LLC

Balance Sheet

As of December 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Checking (5813) DO NOT USE	0.00
Checking (5824) DO NOT USE	-550.00
Checking (6679)	12,987.09
Total Bank Accounts	\$12,437.09
Other Current Assets	
Inventory Asset	0.00
Uncategorized Asset	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$12,437.09
TOTAL ASSETS	\$12,437.09
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
American Express 91003	0.00
Total Credit Cards	\$0.00
Other Current Liabilities	
Other Payable - DDSmatch	15,000.00
Total Other Current Liabilities	\$15,000.00
Total Current Liabilities	\$15,000.00
Long-Term Liabilities	
Star Bank Loan 1962	49,585.10
Total Long-Term Liabilities	\$49,585.10
Total Liabilities	\$64,585.10
Equity	
Opening Balance Equity	1,000.00
Owner's Investment	28,743.93
Retained Earnings	
Net Income	-81,891.94
Total Equity	\$ -52,148.01
TOTAL LIABILITIES AND EQUITY	\$12,437.09

DVMmatch, LLC

Profit and Loss
January - December 2021

	TOTAL
Income	
Sales	47,875.00
Total Income	\$47,875.00
Cost of Goods Sold	
Inventory Shrinkage (deleted)	0.00
Total Cost of Goods Sold	\$0.00
GROSS PROFIT	\$47,875.00
Expenses	
Advertising & Marketing	36,246.28
Automotive	18,150.12
Bank Charges & Fees	261.84
Car & Truck	1,909.78
Consultants	30,871.13
Dues and subscription	3,093.50
Insurance	1,143.00
Interest Paid	841.62
Internet Cable Fee	2,056.03
Legal & Professional Services	12,833.64
Meals & Entertainment	1,185.06
Office Equipment	5,803.19
Office Supplies	5,407.81
Postage	291.20
Rent & Lease	3,573.00
Repairs & Maintenance	3,088.78
Telephone	53.50
Travel	1,002.94
Utilities	259.42
Web Hosting Services	1,695.10
Total Expenses	\$129,766.94
NET OPERATING INCOME	\$ -81,891.94
NET INCOME	\$ -81,891.94

EXHIBIT E
STATE FRANCHISE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

<p>California: Franchise Division Department of Corporations 1515 K Street Sacramento, California 95814-4052 (916) 445-7205</p>	<p>North Dakota: Franchise Division Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, North Dakota 58505 (701) 328-2910</p>
<p>Hawaii: Franchise & Securities Division State Department of Commerce P.O. Box 40 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>Oregon: Corporate Securities Section Department of Insurance & Finance Labor & Industries Building Salem, Oregon 97310 (501) 378-4387</p>
<p>Illinois: Franchise Division Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>Rhode Island: Franchise Office Division of Securities 233 Richmond Street, Suite 232 Providence, Rhode Island 02903 (401) 222-3048</p>
<p>Indiana: Franchise Division Office of Secretary of State 302 West Washington Street Room E111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>South Dakota: Franchise Office Division of Securities 910 East Sioux Avenue Pierre, South Dakota 57501 (605) 773-4013</p>
<p>Maryland: Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p>Virginia: Franchise Office State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051</p>
<p>Michigan: Consumer Protection Division Franchise Section P.O. Box 30213 Lansing, Michigan 48909 (517) 373-7117</p>	<p>Washington: The Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760</p>
<p>Minnesota: Franchise Division Department of Commerce 85 7th Place East, Suite 600<u>280</u> St. Paul, Minnesota 55101 (651) 296-4026<u>539-1600</u></p>	<p>Wisconsin: Franchise Office Wisconsin Securities Commission P.O. Box 1768 Madison, Wisconsin 53701 (608) 266-3364</p>

MINNESOTA

**ADDENDUM TO DVMMATCH FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA**

1. ITEM 13 of the Disclosure Document is amended as follows:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the Proprietary Marks, so long as you were using the Proprietary Marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(f), entitled **“Termination by franchisor with cause”**:

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

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

We will not require a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

4. The following is added to the end of the “Summary” section of Item 17(v), entitled **Choice of forum**:

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

5. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) 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 (1) any of the franchisee’s rights as provided for in Minnesota Statutes,

Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

7. 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. 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).

8. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

9. 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.

10. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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

12. Initial franchise fees will be deferred until the business opens.

**ADDENDUM TO DVMMATCH FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA**

This Addendum to the Franchise Agreement is agreed to this ___ day of __, 20___, is by and between DVMMATCH, LLC and _____ and amends the Franchise Agreement between the parties dated as of the Effective Date (the "Agreement").

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Agreement agree as follows:

- Sections 3(B) and 19(A) is amended to add that with respect to Franchises governed by Minnesota Law, Franchisor will comply with the Minnesota Franchise Law that requires, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.
- Sections 3(B) and 21(B) do not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
- Section 15 is amended to add that as required by Minnesota Franchise Act, Franchisor will reimburse Franchisee for any costs incurred by Franchisee in the defense of Franchisee's right to use the Proprietary Marks, so long as Franchisee was using the Proprietary Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
- Section 24(F) does not waive the party's rights to trial by jury pursuant to Minn. Rule Part 2860.4400J
- Minn. Rule Part 2860.4400J prohibits Franchisee from waving its rights to consenting to liquidated damages, termination penalties or judgment notes. To the extent that the Agreement requires Franchisee to waive these rights, the Franchise Agreement will be considered amended to the extent necessary to comply with the Minnesota Rule.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

3. [Initial franchise fees will be deferred until the business opens.](#)