

FRANCHISE DISCLOSURE DOCUMENT

LASHKIND Franchise, Inc.
a Delaware corporation
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The franchise offered is for the operation of a full-service beauty business having a distinctive interior and exterior design and trade dress and offering for sale to the public products and services related to the face, and in particular to eyelashes and eyebrows, under the name “LASHKIND.”

The total investment necessary to begin operation of a LASHKIND franchise is ~~\$214,480~~209,280 to ~~\$299,122~~750. This includes between ~~\$63,310~~64,270 to ~~\$71,312~~770 that must be paid to the franchisor and/or its affiliate, as appropriate.

We offer qualified individuals and companies a multi-unit development agreement, which includes the right to own and operate multiple franchises within a particular geographic area. For example, if you commit to develop a minimum of two LASHKIND franchises, the total investment is ~~\$244,480~~239,280 to ~~\$329,122~~750. This includes \$93,310 to \$101,312 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact ~~Patrick Pantano~~Corey Wilde at 1867 Yonge Street, Suite 600, Toronto, Ontario, Canada M4S 1Y5 and (416) 630-6280.

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, DC 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: ~~March 17, 2023~~ September 9, 2024

How to Use this Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information.

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G and Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only LASHKIND business in my area?	Item 12 and the “territory” provisions in the franchise agreement and multi-unit operator agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be a LASHKIND franchisee?	Item 20, Exhibit G or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may ~~to~~ buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate ~~you~~your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments to be made to your franchise agreement. If so, you should check the State Specific Addendum. See the Table of Contents for the location of the State Specific Addendum.

Special Risks to Consider About *This* Franchise

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

- 1. Out-of-State Dispute Resolution.** The franchise agreement and multi-unit operator agreement require you to resolve disputes with the franchisor by arbitration in Delaware. Out-of-state arbitration 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 Delaware than in your own state.
- 2. Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
- 3. 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 franchisor in a system with a longer operating history.
- 4. Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or by the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
- 5. General 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.

Certain states may require other risks to be highlighted. If so, check the "State Specific Addendum" (if any) to see whether your state requires other risks to be highlighted.

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EXHIBITS

- A – List of State Administrators/Agents for Service of Process
- B – State Specific Addendum
- C – Financial Statements
- D – Franchise Agreement (and Exhibits)
- E – Multi-Unit Development Agreement (and Exhibits)
- F – Table of Contents of the Operations Manual
- G – List of Franchisees
- H – Franchisees Who Have Left the System
- I – General Release
- J – Franchisee Acknowledgment Statement
- K - Receipts

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, the words “we,” “our” and “us” refer to LASHKIND Franchise, Inc., the franchisor of this business. “You”, “your” and “franchisee” refer to the person who buys the franchise, whether you are an individual, a corporation, limited liability company or other business entity. If you are a corporation, limited liability company or other business entity, certain provisions of this Disclosure Document also apply to your owners and will be noted.

OUR BUSINESS ACTIVITIES

We were incorporated in Delaware in November 2022 for purposes of offering LASHKIND franchises and owning and operating (through affiliates) LASHKIND businesses. Our principal business address is 1867 Yonge Street, Suite 600, Toronto, Ontario, Canada M4S 1Y5. We do business under our corporate name and the name “LASHKIND”. We have not operated in the line of business associated with the franchise. We have offered LASHKIND franchises ~~as of the Issuance Date of this Franchise Disclosure Document,~~ since March 17, 2023.

Our agents for service of process are listed in Exhibit A.

We grant franchises to qualified persons or business entities in conjunction with the trademarks “LASHKIND” and certain associated logos (collectively referred to as the “**Marks**”). We refer to these businesses as “LASHKIND”. We refer to the LASHKIND you will operate as the “**Franchised Business**”.

The franchise offered is for a full-service beauty business, having a distinctive interior and exterior design and trade dress and offering for sale to the public products and services related to the face, and in particular to eyelashes and eyebrows. You must operate the Franchised Business in accordance with our standards, methods, procedures and specifications, which we refer to as our “**System**” and which is more particularly described in our Franchise Agreement attached as Exhibit B to this Disclosure Document.

OUR PARENT, PREDECESSORS AND AFFILIATES

Blo Blow Dry Bar Holdings, Inc. (“**Blo Holdings**”) a Delaware corporation with a principal business address that is the same as ours, is our sole shareholder. NSF Blo, LLC (“**NSF Blo**”), a Delaware limited liability company with a principal business address at 1209 Orange Street, Wilmington, Delaware 19801, is the majority shareholder of Blo Holdings. Neither Blo Holdings nor NSF Blo owns or operates the type of business you will operate.

Shine Products Inc. (“**SPI**”) is a distributor of certain proprietary products to LASHKIND Lash and Brow Bar franchisees. SPI has a principal business address of 1867 Yonge Street, Suite 600, Toronto, Ontario, Canada M4S 1Y5.

Affiliated Franchise Programs

Through common control by Blo Holdings and NSF Blo we are affiliated with the below franchise programs. None of these affiliates operates a MYNC Lash and Brow Bar business, nor have they offered franchises for MYNC Lash and Brow Bar businesses.

Mync Franchise Inc. (“**MYNC**”) has offered Mync Lash and Brow Bar franchises in Canada for full-service lash and brow businesses since December 1, 2022, and has a principal business address of 1867 Yonge Street, Suite 600, Toronto, Ontario, Canada M4S 1Y5. MYNC is the owner of the Marks and has licensed use of the Marks to us.

Blo Blow Dry Bar Inc. (“**Blo Ontario**”) is an Ontario corporation with the same principal business address as ours. Since April 2009, Blo Ontario or its predecessors have offered Blo Blow Dry Bar franchises in Canada for full-service blow dry businesses offering for sale to the public hair styling and cleaning services, products and accessories.

Blo Blow Dry Bar Inc. (“**Blo Delaware**”) is a Delaware corporation with the same principal business address as ours. Since January 2010, Blo Delaware has offered Blo Blow Dry Bar franchises in the United States for full-service blow dry businesses offering for sale to the public hair styling and cleaning services, products and accessories. As of December 31, 2023, there were 89 Blo Blow Dry Bar franchised facilities in the United States.

~~As of December 31, 2022, there were 100 Blo Blow Dry Bar franchised facilities globally.~~

Barkley Ventures Franchising, LLC’s (“**BVF**”) principal business address is 3699 N. Dixie Hwy, Oakland Park, Florida 33334. Since February 2022, BVF has offered franchises in the United States for canine care facilities offering day care, boarding services, grooming services, training, specialty retail boutique for dogs, and other products and services operating under the name Central Bark. As of December 31, 2023~~2021~~, there were 34~~38~~ franchised facilities in the United States.

Duck Donuts Holdings, LLC’s (“**Duck Donuts**”) principal business address is 1215 Manor Drive, Suite 302, Mechanicsburg, Pennsylvania 17055. Since April 2021, Duck Donuts has offered franchises for retail businesses offering fresh made to order donuts and other authorized products under the name DUCK DONUTS-~~Prior~~[®]; prior to April that 2021, Duck Donuts’ affiliate and predecessor, Duck Donuts Franchising Company, LLC offered Duck Donuts franchises from approximately October 2012 through April 2021. As of December 31, 2023~~2022~~, there were 40~~9~~131 franchised locations in the United States.

TRS Franchise Group LLC’s (“Federal Donuts”) principal business address is 915 Spring Garden Street, Philadelphia, PA 19123. Since February 2023, Federal Donuts has offered

franchises for the operation of a donut, fried chicken, and coffee shop under the name Federal Donuts. As of December 31, 2023, there were 0 franchised locations in the United States.

OnAxis Franchising Group, LLC (“Green Home Solutions”) principal business address is 136 School Street #286, Spring Mills, Pennsylvania 16875. Since April 2010 Green Home Solutions has offered franchises for the operation of a business that offers indoor environmentally preferred solutions and services. As of December 31, 2023, there were 208 franchised locations in the United States.

Except as disclosed above, each of the affiliates disclosed above shares our principal business address. Except as disclosed above, none of the affiliates disclosed above have conducted the type of business that you will operate.

OUR FRANCHISE PROGRAM

In this Disclosure Document we grant to persons who meet our qualifications, and who are willing to undertake the investment and effort, franchises for the right to own and operate a Franchised Business at a single location that we approve using the Marks, Copyrights and the System. Our current form of Franchise Agreement is attached as Exhibit “D”.

We may also offer multi-unit development agreements (“Multi-Unit Development Agreements”), attached to this Disclosure Document as Exhibit “E”, to qualified individuals, corporations, partnerships and limited liability companies (“Multi-Unit Developer”). If you sign a Multi-Unit Development Agreement, we will grant you the right, and you will accept the responsibility, to establish an agreed-upon number of Franchised Businesses (a minimum of two) within an agreed-upon designated area (the “Exclusive Area”), under an agreed-upon timetable (the “Development Schedule”). Each Franchised Business will be constructed and operated under a separate Franchise Agreement. You must sign the then-current form of franchise agreement for each Franchised Business to be developed under the multi-unit development agreement, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document.

MARKET AND COMPETITION

Our concept is targeted to the general public, but your clients will likely be predominantly female. As a franchisee, you will compete for consumers with a variety of other businesses, including those that only eyebrow and eyelash services and those that offer spa services in general. The market for eyebrow and eyelash services is well established and highly competitive. Your competition may be local, independent businesses or may be part of a regional or national chain or franchise. Demand for the services you offer may be dependent on the local and national economic conditions and their effect on the public’s discretionary spending. The market for our services may experience seasonal variations and may be affected by economic conditions.

REGULATIONS SPECIFIC TO THE INDUSTRY

State, Local, or Federal laws require you to obtain various licenses and/or permits for the operation of your Franchised Business. Each state may differ in licensing and permit requirements for the services you will offer and may have regulations relating to individual license requirements for your employees. You must research the requirements that apply to your specific territory, and to operate your Franchised Business in full compliance with all State, Local and/or Federal laws that apply to your business.

You must also comply with employment, workers' compensation, insurance, corporate, taxing and other laws and regulations. Among the licenses and permits you may need are: zoning or land use approvals, sales and use tax permits, special tax stamps, fire department permits, health permits, alarm permits, county occupational permits, retail sales licenses and wastewater discharge permits. There may be other laws, rules or regulations that affect your bar, including minimum wage and labor laws along with ADA, OSHA and EPA considerations. You must comply with all laws and licensing requirements related to the operation of your Franchised Business. We recommend that you consult with your attorney for an understanding of them.

ITEM 2 **BUSINESS EXPERIENCE**

DIRECTOR & CHIEF EXECUTIVE OFFICER (CEO): VANESSA MELMAN YAKOBSON

Ms. Yakobson has been our CEO since ~~April 2016~~ our inception in 2022 and has been engaged in the line of business associated with the franchise since that time. From March 2014 to March 2016, she worked in marketing, sales and capital introduction on an independent basis. From May 2013 to February 2014, she was Director of Business Development for Triumph Asset Management located in Toronto, Ontario, Canada. From October 2002 to October 2012, she was Managing Director, Development & Strategy for Pediatric Oncology Group of Ontario located in Toronto, Ontario, Canada. Since April 2016 Ms. Yakobson has been the Director and CEO of our affiliate Blo Blow Dry Bar.

DIRECTOR: PATRICK SUGRUE

~~Mr. Sugrue is a Partner at NewSpring Capital. Mr. Sugrue joined NewSpring in 2020 with over 25 years of C level operating and consulting experience. He focuses his efforts at NewSpring on investments in franchise focused and company owned multi-unit concepts with significant growth potential. Prior to joining NewSpring, Mr. Sugrue served in multiple C-level positions at Saladworks, Sofina Foods, Fearmans Pork, Honeybaked Ham, and AHL. Mr. Sugrue joined NewSpring Capital as a partner in 2020. Prior to joining NewSpring, Mr. Sugrue served as President and CEO at Saladworks from March 2016 to August 2019.~~

~~Services. Throughout these roles, he worked to strategically reposition brands and business models to drive improved sales efficiency and income growth. Mr. Sugrue was also Managing Partner at H&S Investments where he worked with family owned businesses in the lower middle market to identify key areas of performance improvements, manage succession planning, and identify and qualify acquisitional opportunities with the support of private equity firms.~~

BRAND PRESIDENT/FOUNDER: NATHALIE SMITH

~~Ms. Smith is one of our cofounders and is the Brand President. She focuses her efforts at MYNC on the consistent fulfillment of its brand promise. Ms. Smith is also a Business Woman Of The Year 2016 finalist, and has worked as a TV personality for a national talk show since 2015. Prior to founding MYNC, Ms. Smith provided contract commercial property management services for a group of independent companies including Great West Life Realty and Knightstone Capital.~~

VICE PRESIDENT, OPERATIONS/FOUNDER: MICHAEL HAMOR

~~Mr. Hamor is one of our cofounders and is the Vice President of Operations. With over 20 years of business experience founding and working with startups, he focuses his efforts at MYNC on steering the company's development.. Mr. Hamor also serves on the Board of Summerhill Capital Inc, a real estate investment company.~~

PRESIDENT / CHAIRMAN OF THE BOARD: ARI YAKOBSON

Mr. Yakobson is one of our co-founders and has been our President and Chairman of the Board since our inception. Since 2002, Mr. Yakobson is the Founder and Managing Partner of Neves Inc., a merchant bank located in Toronto, Ontario, Canada. Since 2005 he has been Director, Strategic Advisor and Shareholder of Astley Gilbert Ltd. located in Toronto, Canada.

VICE PRESIDENT: PAUL SPINDLER

Mr. Spindler has been our Vice President since our inception. Mr. Spindler is a co-founder and Vice President of our affiliate Blo Blow Dry Bar, Inc. since its inception in 2009.

VICE PRESIDENT OF FRANCHISE DEVELOPMENT: PATRICK PANTANO

— Mr. Pantano is our Vice President of Franchise Development and has held this position since our inception. Before joining us, Mr. Pantano served as: (a) Vice President of Franchise Development for RetroFitness, LLC from October 2019 through January 2021; and (b) Director of Franchise Development for RetroFitness, LLC from March 2013 through October 2019.

VICE PRESIDENT OF FRANCHISE OPERATIONS: KIM WOLFE

Ms. Kim Wolfe is our Vice President of Franchise Operations and has held this position since our inception. Ms. Wolfe is the ~~Director~~Vice President of Franchise Operations at our affiliate, Blo Blow Dry Bar, Inc., and has served with the company since March 2015.

VICE PRESIDENT OF MARKETING: SHAUNA STALKER

Ms. Shauna Stalker is our Vice President of Marketing, based out of Toronto, Ontario, and has held this position since our inception. Ms. Stalker is Director of Marketing at our affiliate, Blo Blow Dry Bar, Inc. and has served with the company since ~~from~~ January 2018. Before joining us, Ms. Stalker served as Manager for Brampton Golf & Country Club based out of Brampton, Ontario from September 2013 to December 2017.

Vice President of Franchise Development: Corey Wilde

Mr. Wilde serves as our, and our affiliate Blo Blow Dry Bar's, Vice President of Franchise Development and has held the position since January 2024. Prior to joining Lashkind, Mr. Wilde Vice President if Brand Development for Hissho Sushi 2019-2023, Chief Development Officer for Togo's Eateries 2018-2019, Vice President of Franchise Development for Bruster's Ice Cream 2014-2018, and Sr. Director of Franchise Development for Kahala Brands 2013-2014

Director of Training & Product Development: Lina Mai

Ms Lina Mai has been our Director and Training and Product Development since July 2024. She was formally the CEO of LASHBAR LLC based in San Diego and served in that role since December 2017. From February 2017 to September 2017 Ms. Mai was an Owner and Operator at a LASHBAR Salon in San Diego, California. From April 2016 to January 2017 Ms. Mai was an independent hair stylist in San Diego, California. From February 2011 to March 2016 Ms. Mai was the Spa Manager/Co-Founder at Nail Bar & Spa in St. Cloud, Florida.

Director of Operations and Franchise Business Coach: Joseph Mai, Jr.

Joseph Mai, Jr. has been our Director of Operations and Business Coach since July 2024. Mr. Mai was formally a director of LASHBAR LLC and served in that role since December 2017. From May 2017 until July 2024, Mr. Mai served as Vice President of Operations of our affiliate Lash Appeal LLC located in San Diego, California. From February 2017 to September 2017, Joseph Mai, Jr. was an Owner and Operator at a LASHBAR Salon in San Diego,

California. Since April 2015 and, continuing to date, Joseph Mai Jr. has served as CEO Copyhq LLC, a print and marketing company, located in San Diego, California. From August 2010 to December 2015, Joseph Mai, Jr. was CEO at Roudr Automotive Network in San Diego, California.

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

FRANCHISE AGREEMENT

Initial Franchise Fee

The initial franchise fee is \$~~40~~45,000. You will pay this fee in a lump sum to us when you sign the Franchise Agreement and is fully earned by us. The initial franchise fee is imposed uniformly on all franchisees, and it is not refundable. The initial franchise fee is payment, in part, for expenses incurred by us in furnishing assistance and services to you as set forth in the Franchise Agreement and for costs incurred by us, including general sales and marketing expenses, training, legal, accounting, and other professional fees.

If you are a qualified United States Veteran, then we will discount the initial franchise fee by 10% (currently, a \$4,000 discount for your first franchise).

LASHKIND U and Franchisee Training and Payments

~~You will attend two (2) to three (3) days of remote orientation and training.~~

~~Onsite Franchisee training is conducted at your location just prior to opening, is four (4) to six (6) days long and will cost approximately Two Thousand One Hundred Fifty Dollars (\$2,150) to Three Thousand One Hundred Eighty Dollars (\$3,180) and includes the FBC's (Franchise Business Coaches) (as defined below) flight, accommodations and per diem (currently \$80) to us.~~

“LASHKIND U” is the onsite training program for your ~~Artist Educator~~Lead Stylist(s) and stylists and is conducted at your location prior to opening. It is ~~five (5)~~four (4) to ~~ten (10)~~six (6) days long and you must pay the trainers’ expenses including travel, accommodation, and meals. ~~We estimate these costs will be~~ The fee for Lashkind U ranges between Eight Thousand Six Hundred Sixty Dollars (\$8,660) to Thirteen Thousand One Hundred Thirty Two Dollars

~~(\$13,132) depending on travel, \$6,770 and \$11,770. This estimate includes your one (1) trainee's wages and the trainer's salary, flight, accommodation and per diem.~~

~~All payments with respect to training are travel, accommodations and a per diem fee in the amount we designate (currently (\$80) and trainee wages. This payment must be made prior to attending Lashkind U and is non-refundable.~~

Grand Opening Advertising

You must, unless we designate otherwise, pay to us an amount ranging from \$12,500 to \$15,000, as we designate, for grand opening advertising and marketing (the "Grand Opening Advertising Expenditure") for your Franchised Business. You must pay us the Grand Opening Advertising Expenditure on the date we designate, which date will be after you sign your Franchise Agreement, but before the grand opening campaign commences (which is typically about two months before you are scheduled to open). The Grand Opening Advertising fee is imposed uniformly on all franchisees, and it is not refundable. We use the Grand Opening Advertising Expenditure to pay marketing and advertising service providers and for other grand opening marketing related expenditures. We have the right to retain an administrative fee of up to 15% of the Grand Opening Advertising Expenditure.

MULTI-UNIT DEVELOPMENT AGREEMENT

In the event that we sell you an area to be developed containing multiple Franchised Businesses, we will charge a multi-unit developer fee that is based on the number of Franchised Businesses that you commit to open within your Exclusive Area. The multi-unit developer fee is equal to 100% of the initial franchise fee for each Franchised Business to be developed under the Multi-Unit Development Agreement. You will pay this total amount in a lump sum when you sign the Multi-Unit Development Agreement, and it is not refundable under any circumstances, regardless of whether you open any Franchised Business in the Exclusive Area.

For the first Franchised Business to be developed, the initial franchise fee is ~~\$40~~45,000. For the second Franchised Business to be developed, the initial franchise fee is \$30,000. For the third and any additional Franchised Businesses to be developed, the initial franchise fee is \$15,000. Only multi-unit developers signing a Multi-Unit Development Agreement with us are eligible for these reduced fees.

For example, if you commit to develop a minimum of two Franchised Businesses within the Exclusive Area, your multi-unit developer fee is ~~\$70~~75,000 calculated as follows: ~~\$40~~45,000 plus \$30,000. If you wish to develop more than two Franchised Businesses, the multi-unit developer fee will increase by \$15,000 for each additional Franchised Business you commit to develop.

You will sign a Franchise Agreement for each Franchised Business you agree to develop as part of your Multi-Unit Development Agreement. It is expected that you will sign the Franchise Agreement for your first Franchised Business at the same time the Multi-Unit

Development Agreement is signed. For each Franchised Business developed after the first one, you will sign the Franchise Agreement when you sign a lease or purchase agreement for the Franchised Business. You may not open any of your Franchised Businesses unless and until a fully executed Franchise Agreement is in place for that Franchised Business.

There are no other payments to or purchases from us or our affiliates that you are required to make before your Franchised Business opens.

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ITEM 6
OTHER FEES

Name of Fee	Amount	Due Date	Remarks
Royalty Fee ¹	6% of Gross Sales	Payable on the 20th day of each month for the prior calendar month. If the 20th of any month is not a business day, then the Royalty Fee is due on the next business day. (See Note 1)	See definition of Gross Sales (See Note 1). Payments are made by electronic funds transfer.
Advertising Fund Contribution	The greater of 2% of Gross Sales or \$250 each month We reserve the right to increase to your Advertising Fund Contribution upon thirty (30) days notice	Payable at the same time and in the same manner as the Royalty Fee (See Note 1)	The Advertising Fund is described in Item 11.
Brand Maintenance Fee	Currently, \$150 per month	Payable at the same time and in the same manner as the Royalty Fee (See Note 1)	This fee covers social media, web, public relations, best practices coaching, and corporate direction and collaboration around event planning and management.

Name of Fee	Amount	Due Date	Remarks
Technology Fee	Currently, \$50 per month	Payable to us at the same time and in the same manner as the Royalty Fee	You must begin paying us the monthly Technology Fee on the earlier to occur of: (a) the date we designate; (b) the date you begin using the technology we designate, or(c) when you open the Franchised Business. You agree to pay all fees assessed by us, including pass-through fees paid to designated or approved suppliers in connection with technology used in connection with the Franchised Business, including, without limitation for (a) the development, administration and maintenance of websites and mobile applications, and (b)the development, installation, maintenance and/or licensing of current and future developed technology and/or software programs and platforms.

Name of Fee	Amount	Due Date	Remarks
Local Advertising	The greater of \$1,500 or 1% of Gross Sales per month (commencing after your Grand Opening Advertising campaign in the fourth month of operations). After the expiration of the 12-month anniversary of the opening date, we may, in our discretion, lower the expenditure requirement to \$1,000 or such lower amount as we designate.	Must be spent monthly	You pay directly to your local suppliers, unless we designate otherwise, but all advertising you want to use is subject to our approval. If you do not expend the required amount, we have the right to require you to pay to us the deficiency amount, or to require you to expend the deficiency amount directly on local advertising in accordance with our designated specifications. We reserve the right to require you to use our designated and approved suppliers for local advertising expenditures (which suppliers may include us and/or our affiliates).

Name of Fee	Amount	Due Date	Remarks
Grand Opening Advertising Fee	\$12,500 to \$15,000	Two (2) months prior to opening and three (3) months after opening.	You must conduct a grand opening advertising campaign beginning two (2) months before the schedule date of opening and continuing for the first three (3) months of operation. You must, unless we designate otherwise, pay to us the Grand Opening Advertising Expenditure (ranging from Twelve Thousand Five Hundred Dollars (\$12,500) to Fifteen Thousand Dollars (\$15,000), as we designate). We may require that you pay all or some of the Grand Opening Advertising Expenditure directly to designated vendors. We collect the Grand Opening Advertising Expenditure and pay service providers directly for grand opening advertising and marketing related purposes. We have the right to retain an administrative fee of up to fifteen percent (15%) of the Grand Opening Advertising Expenditure.
Cooperative Advertising	As determined by the members	As determined by the members	We may form (or approve the formation of) advertising cooperatives where there are multiple franchises in a geographical area. Any amounts you contribute to an advertising cooperative will count toward your local advertising requirement.

Name of Fee	Amount	Due Date	Remarks
Initial Training Program/ <u>LashKind U</u>	All costs and expenses associated with the completion of the initial training program	As incurred	You must attend and complete, to our satisfaction, our designated initial training program (including any remote training required by us). Costs and expenses will include all salaries and all travel, accommodation, and per diem expenses of our trainers or your trainees, as applicable.
LASHKIND U	All costs and expenses associated with attending and completing LASHKIND U	As incurred	Prior to opening, you and your stylists must attend and complete “LASHKIND U”, which is an onsite training program estimated to last for five (5) to ten (10) days. You are responsible for paying the trainee’s wages and of the trainer’s salary, travel, accommodations and per diem to us.
Onsite Franchisee Training	(Currently, \$80 per day), plus our trainers’ salaries and travel and accommodation expenses	Upon invoice	Onsite franchisee training is conducted at your location just prior to opening and lasts approximately four (4) to six (6) days.
On-Site Coaching Visit	All costs associated with such training, including us or our designee’s travel, accommodation and per diem expenses	Upon Invoice	This training is mandatory At Franchisor’s option, we may require an <u>on-site coaching visit from a LashKind team member within your first year of operation and it must be completed between the fourth (4th) and twelfth (12th) months of operation.</u> This range covers the cost of the On Site Coaching Team visit(including travel, accommodation, etc.).

Name of Fee	Amount	Due Date	Remarks
First-Year Coaching Program	No charge		During the twelve-month period following the date on which you open the Franchised Business, you must participate in our designated “first-year coaching program”.
Additional On-Site Training	(Currently, \$300 per trainer per day), plus per diem charges (currently, \$80 per day), plus travel and accommodation expenses	Upon invoice	If you request that we provide additional training at your Franchised Business to you and/or your employees. You must pay the additional on-site training fees, plus reimbursement for our representatives’ expenses in providing on-site training, including travel, accommodation and per diem.
Conference Fee	Currently up to \$400 per year per person	As incurred.	We may require you to attend a national business meeting or annual convention for up to four (4) days per year, at a location we designate. You are responsible for any and all incidental expenses incurred by you and your personnel in connection attendance at Franchisor’s national business meeting or annual convention, including, without limitation, costs of travel, lodging, meals and wages.

Name of Fee	Amount	Due Date	Remarks
Interim Management Support Fee	The greater of 10% of Gross Revenue or \$400 per day, plus travel and other expenses.	As incurred.	We may impose this fee (in addition to all regularly occurring fees such as the Royalty Fee and Advertising Fund Contributions), payable to us, if we provide on-site management of your Franchised Business.
Transfer Fee (Franchise Agreement)	50% of our then-current initial franchise fee, plus any applicable broker or commission fees	Upon receipt by us of the transfer agreement or a new franchise agreement, signed by you and/or the transferee (as applicable), prior to closing as a condition of our consent	No fee is imposed for a one-time transfer to a corporate entity formed by you for the convenience of ownership during the first six months of the Term. If you wish to effectuate this type of transfer after the six-month period, you must pay a \$1,500 transfer fee at the time you submit your request. The transfer fee may be paid by you or the transferee, but will be required to be paid in advance of closing as a condition of our consent. See Note 2.

Name of Fee	Amount	Due Date	Remarks
Minority Interest Transfer Fee	\$750	Upon submission of request to add additional owner	If you are a legal entity and you request consent to bring on a minority owner in the legal entity (meaning holding less than 15% of the entity) after signing the Franchise Agreement, you must pay to us the “Minority Owner Transfer Fee” of \$750, due and payable to us when you submit your request. Note, if your change in ownership results in a change in control of the franchisee entity, we may charge you the full Transfer Fee.
Transfer Fee (Multi-Unit Development Agreement) ²	\$25,000, plus any applicable broker or commission fees	Upon receipt by us of the transfer agreement or a new franchise agreement, signed by you and/or the transferee (as applicable), prior to closing as a condition of our consent	No fee is imposed for a one-time transfer to a corporate entity formed by you for the convenience of ownership. The transfer fee may be paid by you or the transferee, but will be required to be paid in advance of closing as a condition of our consent. See Note 2.
Renewal Fee	25% of our then-current initial franchise fee	Prior to renewal	You must satisfy all renewal requirements; payable before renewal of the Franchise Agreement.
Relocation of Your Franchised Business	Reimbursement of our expenses	Upon demand	If you request permission to relocate your Franchised Business, you must reimburse our costs and expenses related to reviewing your request and any proposed new location.

Name of Fee	Amount	Due Date	Remarks
Interest on overdue amounts	18% per year or the highest rate allowed by law, whichever is less	Upon demand	Applies to all overdue Royalty Fees, Advertising Fund Contributions and other amounts due to us that are not received within five (5) days of their due date. Also applies to any understatement in amounts due revealed by an audit.
Audit Expenses	All costs and expenses associated with audit	Upon demand	Audit costs payable only if the audit is required due to your failure to provide required reports, or if the audit shows an understatement in amounts due of at least 2%.
Computer Hardware	Approximately \$2,500 - \$3,500	As required	You must purchase a computer for the Point of Sale System.
Salon Account Management <u>Booki ng Software (BookerZenoti)</u>	Currently \$88200 per month	Monthly	Payable to the approved software provider. You must maintain a contract to obtain all updates and/or upgrades for the required software. Please note, this fee is charged in United States dollars. We require you to pay the fee directly to our designated vendor, but we reserve the right to require you to pay the then-current fee to us, our affiliate or other third-party designee effective on notice to you.
Salon Account Management Marketing Tool (Frederick)	Currently \$149	Monthly	This is a marketing tool to market to your clients and is mandatory for your first full year of operations.

Name of Fee	Amount	Due Date	Remarks
Yelp	Currently \$28 per month	Monthly	You must participate on Yelp in the Beauty & Spas section. This monthly fee is currently payable to us. We reserve the right to require you to pay this fee directly to the designated vendor and this fee is subject to increase if the designated vendor increases rates, effective on notice to you.
<u>Email and Maintenance Fee</u>	<u>The then-current Email Maintenance Fee</u> <u>Currently, \$10.49 per month per Franchisee email and \$5.00 per month per Location for email support plus an additional \$2.50 per email per month for email security.</u>	<u>Monthly</u>	<u>You must maintain a System email account and you must pay all fees associated with the email account. As of the issuance date of this Disclosure Document, we require you to pay the fee directly to our designated vendor, but we reserve the right to require you to pay the then-current fee to us, our affiliate or other third-party designee effective on notice to you.</u>
Human Resources Management Services (ADP)	Variable depending on the number of employees and options selected (currently \$100 to \$200)	Monthly	We require you to use ADP for your first year of operations. You must maintain a contract to obtain all updates and/or upgrades for the required software. Payable to the approved software provider.

Name of Fee	Amount	Due Date	Remarks
Approval of Products or Suppliers	All costs of evaluation (not to exceed \$500)	Time of evaluation	Applies to new suppliers you wish to purchase from or products you wish to purchase that we have not previously approved. We are not required to approve any additional products or suppliers.
Secret Shopper Fee ³	\$150 - \$175	As required	
Insurance Policies	Amount of unpaid premiums plus our expenses in obtaining the policies.	Upon demand	Payable only if you fail to maintain required insurance coverage and we obtain coverage for you.
System Modifications	All costs and expenses of modifications	As required	If we decide to modify the System by requiring new equipment, fixtures, software, trademarks, etc., you must make the modifications at your expense, and we may require you to make additional purchases of any item and/or service from us or our designated suppliers (as we designate).
Remodeling and Refurbishment	All costs and expenses for remodeling or refurbishment.	As required	We may require you to remodel and/or refurbish your Bar to meet our then-current image for Franchised Businesses. We will not make this request more frequently than every five (5) years.
Fees, Costs and Legal Fees	Will vary under circumstances	Upon demand	Payable upon your failure to comply with the Franchise Agreement and also if we are the prevailing party in litigation or arbitration (as applicable).

Name of Fee	Amount	Due Date	Remarks
Indemnification	Will vary under circumstances	Upon demand	You are required to defend and indemnify us for any third-party claims based on your acts, your operation of the Franchised Business, and/or breaches of the Franchise Agreement.
Gift Card Program	Will vary	As required	You must participate in our gift card program. Gift cards are available for sale through our website and at all LASHKIND businesses in the System; and may be redeemed at any LASHKIND in the System, regardless of where they were purchased. Gift cards may be physical or virtual and may be for series or prepaid services (including memberships).
Liquidated Damages ⁴	You must pay us the average weekly Royalty Fee and Brand Fund Contribution payable by you for the 12 months prior to your default multiplied by the lesser of (i) 24 months, or (ii) the number of months remaining in the term of your Franchise Agreement.	As incurred.	Payable to us in the event your Franchise Agreement is terminated due to your default.

Name of Fee	Amount	Due Date	Remarks
<u>Non-Compliance Fee</u>	<u>The current fee for any non-compliance with our system specifications or provision of the Franchise Agreement, currently \$500 per week.</u>	<u>Due by automatic debit 30 days after written invoice</u>	<u>Due after any non-compliance with our system specifications or any provision of the Franchise Agreement. If such non-compliance is ongoing, we may charge you \$500 per week until you cease such non-compliance.</u>

All fees are uniformly imposed by and payable to us, unless otherwise noted, and are non-refundable.

NOTES:

1. “Gross Sales” means the aggregate of all revenue from the sale of products, gift cards, barter or exchange, complimentary services and services from all sources in connection with the Franchised Business whether for check, cash, credit or otherwise, including all proceeds from any business interruption insurance, but excluding all refunds made in good faith, any sales and equivalent taxes that you collect and pay to any governmental taxing authority, and the value of any allowance issued or granted to any of your customers that you credit in full or partial satisfaction of the price of any products and services offered by the Franchised Business.

If you do not report the Gross Sales, we may debit your account for 120% of the last Royalty and Advertising Fund Contribution that we debited. If the Royalty and Advertising Fund Contribution we debit are less than the Royalty and Advertising Fund Contribution you ~~actually~~ owe us, once we have been able to determine your true and correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty and Advertising Fund Contribution we debit are greater than the Royalty and Advertising Fund Contribution you ~~actually~~ owe us, we will credit the excess against the amount we otherwise would debit from your account during the following month.

You must use the commercial billing service, and the computer program associated with this service, as we designate, to process payments from customers and other payments and fees. You must allow the commercial billing service to allow us the unrestricted right to access and review all ~~of~~ your records and reports related to your Franchised Business operations, including, without limitation, all Gross Sales information and financial reports. If we require, you must send us monthly, signed Gross Sales reports (“Monthly Reports”) within 15 days of the conclusion of each month for the Gross Sales generated in the immediately preceding month. The Monthly Reports must set forth your monthly Gross Sales generated during the previous month, and any other information we may require. We may change the form and content of the Monthly Reports periodically. The royalty must be paid ~~on a monthly basis~~ (unless we specify otherwise), via EFT, under which we automatically deduct all payments owed to us under the Franchise Agreement,

and any other agreement between you and us, from your bank account. Upon written notice to you, we may designate another method of payment through which you must pay one or more recurring fees to us or our designee. Additionally, we reserve the right to require you to pay the Royalty Fee, Ad Fund Contribution, Brand Maintenance Fee, Technology Fee and any other recurring fee on a different recurring basis, including on a weekly, bi-monthly or other recurring basis, effective on notice to you.

If any state imposes a sales or other tax on the Royalty fees, then we have the right to collect this tax from you.

2. If you are selling your Franchised Business and the purchaser is an individual or company that has previously been referred to us by a franchise broker or is otherwise current in our franchise sales process, then you must pay the applicable franchise broker fees (or any other applicable fees) if the sale to that individual/company is completed as a condition to our approving the sale and transfer.
3. We may use an independent service to conduct a “secret shopper” quality control and evaluation program. You must participate in this program, and we may require that you pay the then-current charges imposed by the evaluation service (as we direct, either directly to the evaluation service provider or to us as a reimbursement).
4. If we terminate your Franchise Agreement for cause, you agree to pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is higher.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Franchise Fee ¹	\$4045,000	Lump Sum	Upon Signing Franchise Agreement	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Real Estate/Rent (one (1) month) ²	\$4,500 to \$6,000	As Arranged	Before Beginning Operations	Lessor
Security Deposits ³	\$4,500 to \$8,000	As Arranged	Before Beginning Operations	Lessor, Utilities
Drawings & Permits ⁴	\$6,000 to \$10,800	As Arranged	Before Beginning Operations	Third Parties
Leasehold Improvements ⁵	\$68,000 to \$100,000	As Arranged	Before Beginning Operations	Third Parties
<u>Exterior Signage</u>	<u>\$5,000 to \$7,000</u>	<u>As Arranged</u>	<u>Before Beginning Operations</u>	<u>Third Parties</u>
Interior Signs & Art	\$6,200	As Arranged	Before Beginning Operations	Third Parties
Furniture, Fixtures & Equipment ⁶	\$26,670 <u>\$19,100 to \$33,810</u> \$26,800	As Arranged	Before Beginning Operations	Third Parties
Computer System and Software and Training ⁷	\$2,500 to \$5,000 <u>\$1,700</u>	As Arranged	Before Beginning Operations	Third Parties
Insurance (one (1) month) ⁸	\$300 to \$500	As Arranged	Before Beginning Operations	Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Supplies and Inventory ⁹	\$ 24,000 <u>21,210</u> to \$ 27,000 <u>30,480</u>	As Arranged	Before Beginning Operations	Approved Suppliers
<u>Initial Training-LASHKIND U, orientation and training</u> ¹⁰	\$ 10,810 <u>6,770</u> to \$ 16,312 <u>11,770</u>	As Arranged	Before Beginning Operations	Us
Grand Opening Promotions, Advertising and Events ¹¹	\$12,500 to \$15,000	As Arranged	Beginning Two (2) Months Before the Scheduled Opening Date and Continuing Three (3) Months Following Opening	Approved Suppliers and Us
Licenses and Permits ¹²	\$500	As Arranged	Before Beginning Operations	Licensing Authority
Legal & Accounting ¹³	\$2,000 to \$5,000	As Arranged	Before Beginning Operations	Lawyer, Accountant
Additional Funds ¹⁴ (three (3) months)	\$6,000 to \$25,000	As Arranged	As Necessary	You Determine
TOTAL	\$214,480<u>209,280</u> to \$299,122<u>750</u>			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

NOTES

1. **Franchise Fee.** The Franchise Fee is described in greater detail in Item 5 of this Disclosure Document.
2. **Real Estate/Rent.** You must lease or otherwise provide a suitable facility for the operation of the Franchised Business. Typically, a Franchised Business will be located within a mall, plaza or free-standing location and should have approximately seven hundred (700) to one thousand (1,000) square feet of space. Lease costs will vary based upon the square footage leased, the cost per square foot and the required maintenance costs. The amounts you pay are typically not refundable, but in certain circumstances the security deposit may be. If you choose to purchase real estate for your Franchised Business, we cannot estimate how this would increase your initial investment. Our estimates assume that you will lease an existing building and build it out to our specifications.
3. **Security Deposits.** We assume you will have to pay your landlord a security deposit equal to one (1) month's rent in advance but in some instances may be higher. If you are a new customer of your local utilities, you will generally have to pay deposits in connection with services such as electric, telephone, gas and water. The amount of deposit will vary depending upon the policies of the local utilities.
4. **Drawings and Permits.** This range is an estimate of the costs and expenses you will incur in connection with securing drawings and permits for the build-out and construction of the premises for the Franchised Business with one of our approved architectural design firms.
5. **Leasehold Improvements.** The facility must be renovated according to our standards and specifications. This estimate is based on our and our affiliates' combined industry experience in renovating/constructing a LASHKIND business. The costs are approximate estimates and will vary according to locality. The estimate is for the total construction/renovation cost of a Franchised Business, excluding the cost of building permits which may vary due to wide variations in building and site conditions. The estimate also excludes financing costs, which may vary widely based on factors like the type of loan, the size and location of the Franchised Business and your creditworthiness. Building construction and renovation costs vary greatly from region to region depending on material, labor costs, union or non-union practices, your ability to negotiate with the landlord, and other variables. You will incur costs to bring the property into conformity with the System. These costs necessarily vary in each individual situation based on the physical condition of the property, equipment, signage, and items already present on the property. This estimate assumes a tenant allowance negotiated with the landlord that is between \$25,000 - \$50,000. The signage requirements and costs will vary based upon the size and location of the Franchised Business, municipal zoning requirements and local wage rates for installation, among other things. We reserve the right to require you to use our designated vendor for construction management services.

6. ***Furniture, Fixtures & Equipment.*** You must purchase décor items, and our proprietary millwork, styling stations and chairs, and reception furniture for use in the salon. The low end is a 4-seat configuration and the high end is 6 seats.
7. ***Computer System and Software.*** You must purchase a computer system with the peripheral equipment and software that we require. On-site computer training will be supplied by the software provider at your expense. The computer system is described in Item 11. The current cost to set up and maintain your ~~LASHKIND e-mail account is Five Dollars (\$5) and Ten Dollars and Ninety Nine Cents (\$10.99), respectively, per month and is currently payable to our third-party supplier~~ email is \$10.49 per month per Franchisee email and \$5.00 per month per Location for email support plus an additional \$2.50 per email per month for email security.
8. ***Insurance.*** You must purchase the type and amount of insurance specified in Section 15 of the Franchise Agreement in addition to any other insurance that may be required by applicable law, any lender or your landlord.
9. ***Initial Inventory and Bar Supplies.*** You must carry an initial inventory from our approved suppliers which may include beauty products, beauty tools, accessories, lash and brow after-care products, and other designated inventory items.
10. ***Initial Training.*** Trainers will attend at your location prior to opening to conduct staff training, franchisee training and software training. We reserve the right to conduct training entirely remotely, which may include the use of video-conferencing technologies (e.g., Zoom) and other currently existing and/or future developed technology platforms and programs. You must pay the trainee's wages and the trainers' salary and expenses including travel, accommodation, and per diem.
11. ***Grand Opening Promotions, Advertising and Events.*** You must conduct a grand opening advertising campaign beginning two (2) months before the ~~schedule~~ scheduled date of opening and continuing for the first three (3) months of operation. You must, unless we designate otherwise, pay to us the Grand Opening Advertising Expenditure (ranging from Twelve Thousand Five Hundred Dollars (\$12,500) to Fifteen Thousand Dollars (\$15,000), as we designate). We may require that you pay all or some of the Grand Opening Advertising Expenditure directly to designated vendors. We collect the Grand Opening Advertising Expenditure and pay service providers directly for grand opening advertising and marketing related purposes. We have the right to retain an administrative fee of up to fifteen percent (15%) of the Grand Opening Advertising Expenditure. You must also purchase certain collateral items, including promotional items, menus, bags and other printed materials used in the operation and promotion of your Franchised Business. As of the date of this Disclosure Document, we require you to participate on Yelp in the Beauty & Spas section, and you must pay us Twenty-Eight Dollars (\$28) per month (unless we designate otherwise) for this service. We remit payment directly to Yelp. We reserve the right to modify the payment structure for Yelp services effective on notice to you.

- 12. Licenses and Permits.** Municipal government agencies typically charge fees for occupancy permits, operating licenses and sales tax licenses, among other things. Your actual costs may vary based on the requirements of municipal government agencies. Provincial licenses for cosmetology typically range from Twenty-Five Dollars (\$25) to Eighty Dollars (\$80) annually. Municipal licenses for beauty salons typically range from Two Hundred Fifty Dollars (\$250) to Five Hundred Dollars (\$500) annually.
- 13. Legal & Accounting.** We strongly recommend that you engage a lawyer or accountant to assist you in your review of this offering and to advise you as to laws, rules and regulations applicable to the development and operation of your Franchised Business. You will need to employ or engage a lawyer, an accountant and other consultants to assist you in establishing your Franchised Business. These fees may vary from location to location depending upon the prevailing rates of local lawyers, accountants and consultants.
- 14. Additional Funds.** This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three months after commencing operations. We recommend that you have a minimum amount of working capital available to cover operating expenses, including employees' salaries, for the first three (3) months that the Franchised Business is open. However, we cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. This estimate includes such items as rent, utilities, internet service, initial payroll and payroll taxes, software fees, technology fees, local advertising expenses, repairs and maintenance and other miscellaneous items.

YOUR ESTIMATED INITIAL INVESTMENT – MULTI-UNIT DEVELOPER (2-PACK AS EXAMPLE)

Type of Expenditure	Amount	Method of Payment	When Due	To whom payment is to be made
Multi-Unit Developer Fee ¹	\$70 <u>75</u> ,000	Lump Sum	When Multi-Unit Development Agreement is signed	Us
Other Expenditures for first Franchised Business ²	\$174,480 <u>164,280</u> to \$259,122 <u>254,750</u>	As Disclosed in Table 1	As Disclosed in Table 1	As Disclosed in Table 1

Type of Expenditure	Amount	Method of Payment	When Due	To whom payment is to be made
Total	\$244,480<u>239,280</u> to \$329,122<u>750</u>			In addition to the Multi-Unit Developer fee, you will incur initial investment expenses for the development and opening of each Franchised Business you are obligated to open under the Multi-Unit Development Agreement attached at Exhibit C of the Disclosure Document. The current estimated initial investment range for the development of a Franchised Business is disclosed in the above tables and is subject to adjustment and increase in the future.

NOTES:

1. The multi-unit developer fee is calculated as \$40,000 for the first Franchised Business you commit to develop, plus \$30,000 for the second Franchised Business, plus \$15,000 for each additional Franchised Business you commit to develop. Our estimate assumes you will develop a minimum of two Franchised Businesses (\$40,000 plus \$30,000 equals \$70,000).
2. The estimated initial investment for each Franchised Business you must develop under the multi-unit development agreement is subject to change for future Franchised Businesses, based on our then-current offer at the time and the costs associated with the types of expenditures listed in the first table presented in this Item 7. As stated in the table, the estimate included only covers the multi-unit developer fee and the estimated initial investment for the first Franchised Business you are required to open under the multi-unit development agreement. You will incur initial investment expenses for each Franchised Business you are obligated to open under the multi-unit development agreement, and that initial investment estimate may increase in the future.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as indicated below, you do not need to purchase or lease any goods, services, supplies, fixtures, equipment, inventory or real estate relating to the establishment or operation of the Franchised Business from us or our designees.

Generally

The Franchise Agreement includes restrictions on (a) the types of products and services you are permitted to offer in connection with the operation of the Franchised Business, and (b) the sources of products, services, inventory, equipment and other items. We may require you to buy some or all products, services and items from us, our affiliates, and/or our designated

suppliers. We may change our designations, including our lists of approved and designated sources of supply, at any time on notice to you. We may, in certain instances, permit you to select a vendor or supplier for certain goods or services, but in such an event, the goods or services you purchase must comply with specifications that we establish. We may communicate these obligations to you in any way we determine, including through the Manual (as defined below) or other written communications.

You must operate your Franchised Business in strict conformance with the Franchise Agreement and our methods, standards, and specifications which we prescribe in our confidential operating manual and various other confidential manuals and writings, any or all of which may be in electronic format (collectively the “Manual”). We have the unrestricted right to change the Manual over time. You are expected to review and comply with all such changes at your sole cost and expense. The Manual may include, among other provisions, service specifications, pricing requirements (to the fullest extent permissible under applicable law), minimum advertised pricing requirements, branding (including design, layout, décor, appearance, lighting and cleanliness standards and specifications), standards of customer service, safety, cleanliness, maintenance, remodeling, replacement of outdated, obsolete or worn out equipment, signage specifications, graphics and artwork specifications and standards, dress and uniform requirements, environmental care, consistency, training services, brand image, advertising, and promotion among other subjects and areas. We may require you to participate in in-house certification, videos and instruction that you must use in connection with the operation of the Franchised Business.

You may only offer approved services and products (“Approved Services and Products”) at your Franchised Business. You are not permitted to offer or sell any other services, products, classes or items in connection with the operation of your Franchised Business. We may provide you with a list of the Approved Services and Products upon signing your Franchise Agreement or in the Manual. All Approved Services and Products must meet our standards and specifications. To: (i) better assure the quality of the Approved Services and Products; (ii) assure the supply of the Approved Services and Products; and/or (iii) enable us, in our sole discretion to take advantage of marketplace efficiencies, we have the right to require you to purchase any and all items from us, our affiliates, and/or other suppliers or distributors approved or designated by us. Your purchase or lease of goods or services as required is an essential element of your compliance with the Franchise Agreement and the Manual, and your failure to do so will be a breach of the Franchise Agreement and may result in your loss of material benefits, including the termination of the Franchise Agreement. We may also develop certain equipment, products, marketing services and items which you must purchase from us and/or our affiliates and use and/or offer for sale, as applicable, at or in connection with the operation of your Franchised Business.

We may formulate and modify our standards and specifications for products and services at any time—as we deem appropriate, including based upon the collective experience of our franchisees and our principals. Our standards and specifications are described in the Franchise Agreement, the Manual, and/or other written documents. We have the right, under the Franchise Agreement, to change the standards and specifications applicable to operation of the Franchised Business, including standards and specifications for services, suppliers, products, inventory,

signs, furnishings, supplies, fixtures and equipment by written notice to you or through changes in the Manual. You may incur an increased cost to comply with these changes at your own expense; however, no change will materially alter your fundamental rights under the Franchise Agreement. We will notify you of any change to our standards and specifications by way of written amendments to the Manual or otherwise in writing.

Specifications

Without limiting the foregoing, you must build out, furnish and equip the Franchised Business according to our standards and specifications as described in our Manual. Many of the products, supplies and services needed in connection with establishing your Franchised Business, such as stylist chairs, fixtures, décor, paper goods and retail products inventory, computer hardware and software and signs, must meet our specifications for appearance, quality, performance and functionality, among other things. We reserve the right to require you to purchase any or all of these items from designated or approved suppliers (which may include us and/or our affiliates). As of the issuance date of this Disclosure Document, our millwork (which includes the, reception desk, retail display units, styling stations and chairs, which are proprietary to us, may only be purchased from approved suppliers. We list the specifications for these items and services in the Manual or in other written or electronic communications provided to you. We formulate and modify our specifications for products, supplies and services based upon our and our Parent's industry knowledge and our experience in developing and operating LASHKIND Businesses.

Approved Suppliers

As of the issuance date of this Disclosure Document, you must purchase the following products, supplies and services from our designated or approved suppliers: millwork, styling stations, fixtures, décor, signage, paper goods, retail products, suppliers and consumables, beauty products and after-care products, computer hardware and software, salon account management tools and software services, candidate recruitment management services, accounting software, local advertising services (e.g. Yelp), and ~~Booker marketing~~ Zenoti suite software and services. As of the issuance date of this Disclosure Document, we require you to use ADP for your first year of operations for certain designated payroll and other human resource management services. We reserve the right to modify this requirement and to designate a different vendor for such services, effective on notice to you. We will provide you with a list of required purchases and designated suppliers in our Manual and/or other written or electronic communications. We anticipate that the required purchases and designated suppliers may change over time. SPI, which is owned in part by our officers, is an approved supplier of certain products, including Proprietary Products (as defined below).

You may request our approval of an alternate supplier or vendor for items or services that require supplier approval, however we are not obligated to review or consider any such request. If we elect to consider your request, we may require you to send us the information and samples that we designate or request, including items and/or information we deem appropriate to determine whether an item or service complies with our standards and specifications, and/or whether the proposed supplier meets our criteria. You must reimburse us for all of our

reasonable expenses in connection with determining whether we will approve an item, service or supplier (currently estimated at \$500 per request). If we do not communicate our approval or disapproval of the alternate item, service or supplier, as applicable, within 60 days, your request will be considered disapproved. Our approval process may focus on, among other criteria, the supplier's dependability, general reputation and ability to provide sufficient quantity of product or services, the products' or services' prices and quality, arrangements we already have in place with other designated or approved suppliers, and/or impact on the system. We are not required to approve or authorize any additional products, items or suppliers. We grant and revoke approval of suppliers through notice to our suppliers and franchisees.

Right to Derive Revenue and Material Consideration

We and our affiliates reserve the right to derive revenue and to receive consideration, including monetary payments and other benefits, from franchisees for goods or services that we and/or our affiliates sell or lease to them, and ~~also~~ from vendors who sell or lease products and/or services to our franchisees. We first began offering franchise opportunities on the issuance date of this Disclosure Document and do not currently have any franchisees. Accordingly, we have not derived any revenue on account of franchisee purchases or leases. We and our affiliates reserve the right to derive revenue from the sale and/or lease of ~~any and~~ all goods, products, items and/or services to franchisees without restriction. We and our affiliates may impose mark-ups on any and all purchases and leases from us or our affiliates.

As of the issuance date of this Disclosure Document, some approved suppliers and/or distributors of facial care products, make-up products, store fixtures, merchant processor services, payroll and human resource management services, printing services pay us a percentage (currently ranging from 3% to 15% of purchases by franchisees). These amounts are subject to change (including increase) at any time in the future. We have received no revenue from required purchases by franchisees for the most recent fiscal year ending on December 31, 2023~~2022~~.

Except as disclosed in this Item 8, as of the issuance date of this Disclosure Document, we do not currently have any third-party vendors or suppliers that pay us a rebate or any other consideration in connection with required franchisee purchases, but we reserve the right to collect these types of rebates or other consideration at any time in the future without restriction. We and our affiliates also reserve the right to receive compensation from suppliers for creating or maintaining purchasing relationships. If we and/or our affiliates receive these rebates and/or payments, there will be no restriction on our and/or our affiliate's use of these monies. We have negotiated price discounts on items you are required to purchase from designated vendors, although we are not contractually required to do so. We reserve the right to enter ~~into~~ and to modify vendor arrangements at any time and are not under any obligation to ensure future price discounts on any item. Except as expressly disclosed in this Item, as of the issuance date of this Disclosure Document, we have not negotiated any purchase agreements with suppliers for the benefit of franchisees, but we reserve the right to do so at any time in the future.

As of the issuance date of this Disclosure Document, other than the suppliers disclosed above, none of our officers currently own any interest in an approved supplier (other than the franchisor entity).

Miscellaneous

We may negotiate group rates, including price terms, for the purchase of equipment, inventory and supplies necessary for the operation of the Franchised Business. Presently, there are no purchasing or distribution cooperatives that you must join. We may receive rebates, discounts or other financial benefits from Approved Suppliers, or any other suppliers based on our franchisees' purchase of goods or services. If we receive rebates or other payments, there are no restrictions on our use of those funds.

We estimate that approximately between 90 and 95% of your ~~expenditures~~expenditure in establishing your Franchised Business will be for goods and services that must be purchased from an Approved Supplier or in accordance with our standards and specifications. We estimate that approximately between 25 and 30% of your ~~expenditures~~expenditure on an ongoing basis will be for goods and services that must be purchased from an Approved Supplier, or in accordance with our standards and specifications.

We do not provide or withhold material benefits to you (such as renewal rights or the right to open additional Franchised Businesses) based on whether ~~or not~~ you purchase through the sources we designate or approve; however, purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will entitle us to terminate the Franchise Agreement.

INSURANCE

In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, the insurance ~~coverages~~coverage that we periodically require; our insurance requirements will be contained in the Manual. We may regulate the types, amounts, terms and conditions of insurance coverage required for your Franchised Business and standards for underwriters of policies providing required insurance coverage; our protection and rights under the policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims.

You currently must maintain the following insurance coverages: (1) commercial general liability with limits of not less than \$1,000,000; (2) professional liability with limits of not less than \$1,000,000; (3) business interruption insurance; (4) contents coverage, including tenant's improvements value, at replacement cost; (5) sewer back-up insurance; (6) workers' compensation, employer's liability and other insurance required by applicable state laws; and (7) any other insurance that may be required according to the terms of the lease for the premises or as may be required by us in the future. Unless we designate otherwise, there is no designated premises endorsement or limitation to the location of the Franchised Business physical address permitted. You must maintain all required policies in force during the entire term of the Franchise Agreement and any renewal terms. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances. Each insurance policy must name us (and, if we request, our directors, employees or shareholders) as additional insureds, include a waiver of subrogation in our favor, be primary and non-contributory and must provide us with 30 days' advance written notice of any material modification, cancellation or expiration of the policy. We require that you carry a bond to cover the prepaid liabilities that accrue from the sale of among, other things, Gift Cards, Series and Memberships.

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.

The following abbreviations appear in this Item 9 table: **FA** – Franchise Agreement; **MUDA** – Multi-Unit Development Agreement;

Obligation	Section in the Agreement	Item in the Disclosure Document
a. Site selection and acquisition of lease	FA: Sections 2 and 5 MUDA: Article I	Items 11 and 12
b. Pre-opening Purchases/leases	FA: Sections 5, 13 and 15 MUDA: Article I	Items 7 and 8
c. Site development and other pre-opening requirements	FA: Sections 5 and 8 MUDA: Article II	Items 7, 8 and 11
d. Initial and ongoing training	FA: Section 8	Items 6, 7 and 11
e. Opening	FA: Sections 5, 8, and 11 MUDA: Article I	Item 11
f. Fees	FA: Sections 2.5, 5, 8, 10, 11, 12, 13, 15, 18 and 21 MUDA: Article III	Items 5, 6 and 7
g. Compliance with standards & policies/Operating Manual.	FA: Sections 5, 6, 9, 10, and 13	Items 8 and 16
h. Trademarks and Proprietary information	FA: Sections 6, 7, and 9	Items 13 and 14
i. Restrictions on sources of product and services	FA: Sections 5, 6, 9 and 13	Items 8 and 16
j. Warranty and customer service requirements	FA: Section 13	Item 16
k. Territorial development	FA: None MUDA: Article I	Item 12
l. Ongoing product/service purchases	FA: Section 13	Items 8 and 11

Obligation	Section in the Agreement	Item in the Disclosure Document
m. Maintenance, appearance & remodeling requirements	FA: Sections 5, 10 and 13	Item 6
n. Insurance	FA: Section 15	Items 6, 7 and 8
o. Advertising	FA: Section 11	Items 6 and 11
p. Indemnification	FA: Section 21 MUDA: Article IX	Item 6
q. Owner's participation/management/staffing	FA: Section 13	Item 15
r. Records/reports	FA: Section 12	Item 11
s. Inspections/audits	FA: Sections 6 and 12	Item 6, 11 and 13
t. Transfer	FA: Section 18 MUDA: Article VI	Item 17
u. Renewal	FA: Section 4 MUDA: Article II	Item 17
v. Post-termination obligations	FA: Section 17 MUDA: Article V	Item 17
w. Non-competition	FA: Sections 7 and 17 MUDA: Article II	Item 17
x. Dispute resolution	FA: Section 23 MUDA: Article VIII	Item 17
y. Liquidated damages	FA: Section 17	Item 6
z. Owners/shareholders guaranty	FA: Section 18	Item 15

ITEM 10
FINANCING

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

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

PRE-OPENING OBLIGATIONS

Multi-Unit Development Agreement: The pre-opening and continuing services we provide under the Franchise Agreement will be provided to each Multi-Unit Developer for each Franchised Business that they open, however the Multi-Unit Developer will not be trained for each unit opened after the first unit.

Franchise Agreement: Before you open your Franchised Business, we will:

1. designate your Protected Territory, as further described in Item 12. (Franchise Agreement – Section 2.5)
2. if we have not already approved a site that you have selected before you sign the Franchise Agreement, provide you with our criteria for site selection and review the site you have selected for the location of the Franchised Business. We will not own and/or lease a site to you. (Franchise Agreement – Sections 2.5 and 5.1)
3. review and approve your lease or purchase agreement for the site for the Approved Location. (Franchise Agreement – Section 5.2)
4. We will assist you with the build-out of your Franchised Business. (Franchise Agreement – Section 5.3) You must engage the services of and contract with our designer to develop plans for the build-out of your Franchised Business that are specific to the location we have approved. You must engage mechanical and electrical engineers and an architect to prepare the drawings for any and all permits required for construction of your Franchised Business.
5. provide you with an initial orientation and training program to be held at your location. You will be responsible for all costs associated with training and orientation. (Franchise Agreement – Section 8.1)
6. provide to you, on loan, one copy of our Manual, or grant you access to an electronic copy of the Manual. (Franchise Agreement – Section 9.1)
7. Review your Grand Opening Advertising campaign to promote the opening of your Franchised Business. As of the issuance date of this Disclosure Document, we require you to pay to us the Grand Opening Advertising Expenditure and we will allocate and expend the funds on your behalf as we determine appropriate in our sole and absolute discretion, and we may retain an administrative fee of up to 15% of the Grand Opening Advertising Expenditure. We may require you to pay a portion of the Grand Opening Advertising Expenditure directly to designated vendors. (Franchise Agreement – Section 11.1)

CONTINUING OBLIGATIONS

Franchise Agreement: During the operation of your Franchised Business, we will:

1. periodically advise you and offer you general guidance by telephone, e-mail, facsimile, newsletters and other methods. Our guidance is based on our industry experience and our experience in operating LASHKIND businesses. Our advice and guidance may consist of knowledge and experience relating to the authorized services or products, as well as operational methods, accounting procedures, and marketing and sales strategies. (Franchise Agreement – Section 14.1)

2. at our discretion, periodically visit the Franchised Business to advise, assist and guide you in various aspects of the operation and management of the Franchised Business. We may prepare written reports outlining any suggested changes or improvements in the operations of the Franchised Business and detail any deficiencies that become evident ~~as a result~~ because of any visit. If we prepare a report, you may request a copy from us. If we use a secret shopper, you will pay for the report (currently \$150 to \$175 per visit). (Franchise Agreement – Section 14.2)

3. make available to you operations assistance and ongoing training as we deem necessary. (Franchise Agreement – Sections 8.2 and 8.5)

4. make available to you changes and additions to the System as generally made available to all franchisees. (Franchise Agreement – Section 14.3)

5. periodically provide formats for advertising and promotional materials including ad-slicks, brochures, flyers and other materials for you to produce and use. (Franchise Agreement – Section 14.4)

6. approve forms of advertising materials you will use for Local Advertising, Grand Opening Advertising and Cooperative Advertising. (Franchise Agreement – Section 11)

7. provide you with modifications to the Manual as they are made available to franchisees. (Franchise Agreement – Section 9.2)

8. establish the minimum and/or maximum prices that you may charge, as permitted by applicable law. (Franchise Agreement – Section 14.1)

PROMOTION, ADVERTISING AND BRAND MAINTENANCE

Advertising Fund

We have established a System-wide Advertising Fund, and you must contribute to the Advertising Fund an amount equal to the greater of (i) 2% of the Gross Sales generated by your Franchised Business per month, or (ii) \$250 per month. We reserve the right to increase your Advertising Fund Contribution by a reasonable amount upon thirty (30) days' notice. (Franchise Agreement – Section 11.3). We will administer the Advertising Fund as follows:

1. We will control the creative concepts and the materials and media to be used, and we will determine the placement and allocation of advertisements. We may use print,

television, radio, Internet or other media for advertisements and promotions. We will not be obligated to spend any amount on advertising in any franchisee's area that will benefit directly or in proportion to their contribution from the placement of advertising by the Advertising Fund.

2. We may use your contributions to meet any cost of, or reimburse us for our cost of, producing, maintaining, administering and directing consumer advertising, public relations and the brand's digital presence (including the cost of developing, supporting and/or administering mobile applications; preparing and conducting television, radio, digital marketing/internet, magazine, direct mail and newspaper advertising campaigns and other public relations activities; developing and/or hosting an Internet website or similar activities; employing advertising agencies to assist therein; providing promotional brochures; conducting market research; attending franchise and industry conventions; salaries and compensation for employees performing marketing and promotional related duties or functions, and providing other marketing materials to franchisees). We may conduct all advertising and public relations in-house, or we may use a national or regional advertising or public relations agency. We will maintain your contributions in a separate account from our funds and we will not use them for any of our general operating expenses, except we may use Advertising Fund Contributions for administrative costs and fees of up to 15% of Advertising Fund Contributions, in addition to salaries and overhead related to the administration of the Advertising Fund. We will not use Advertising Fund Contributions principally for the purpose of soliciting franchise sales, however, we may include statements about the availability of information regarding the franchise opportunity and the purchase of a franchise in any advertising, promotional or other items produced, circulated and/or distributed using Advertising Fund Contributions. Vendors and suppliers may, if we permit, contribute to the Advertising Fund.

3. We expect to use all contributions in the fiscal year they are made, but any monies remaining in the Advertising Fund at the end of any year will carry over to the next year. We will use any interest or other earnings of the Advertising Fund before using current contributions. We intend for the Advertising Fund to be perpetual, but we have the right to terminate it if necessary. We will not terminate the Advertising Fund until all contributions and earnings have been used for advertising and promotional purposes or have been returned to our franchisees on a *pro rata* basis. In the past fiscal year, we did not collect any Advertising Fund contributions because we had not yet established a Fund and, as a result, we cannot provide a breakdown of how such Advertising Fund contributions were spent. During the fiscal year ended December 31, ~~2023~~2022, we did not collect or expend any Advertising Fund contributions.

4. All LASHKIND businesses owned by us or our affiliates will make similar contributions to the Advertising Fund as required of franchisees.

5. We will have an unaudited statement of the Advertising Fund prepared each year and we will provide you with a copy within a reasonable time after the statement's issuance if you request a copy on or before March 31st of the following year. You will not be entitled to receive the statement if you fail to timely submit the written request to us. We may require that the annual accounting be audited by an independent certified public accountant at the expense of the Advertising Fund.

6. The Advertising Fund is not a trust and we assume no fiduciary duty in administering the Advertising Fund.

Brand Maintenance Fee

In addition to the Advertising Fund, you must pay ~~to~~ us a monthly Brand Maintenance Fee in the amount we designate (currently \$150 per month). We reserve the right to reasonable increases the Brand Maintenance Fee upon 30 ~~days~~ days' notice. The Brand Maintenance Fee currently covers social media, web, public relations, best practices coaching, and corporate direction and collaboration around event planning and management.

Local Advertising

You must conduct advertising, promotions and public relations in the local area surrounding the Franchised Business each month, and you must spend the greater of \$1,500 or 1% of Gross Sales each month on your local advertising. Your obligation to expend the monthly Local Advertising Expenditure begins after your Grand Opening Advertising campaign, in the fourth month of operations. After the expiration of the 12-month anniversary of the opening date, we may, in our discretion and on a location-by-location basis, lower the expenditure requirement to \$1,000 or such lower amount as we designate. You will pay for your ads and promotions directly to your local advertising suppliers. You must comply with our brand marketing guidelines and specifications. We reserve the right to designate mandated suppliers for local marketing and advertising services (including online marketing service providers). We reserve the right to require you to pay the Local Advertising Expenditure directly to us or our affiliate, in which event we and/or our affiliate will expend the Local Advertising Expenditure amount for advertising, promotions and public relations in the local area surrounding the Franchised Business. You must submit any and all materials incorporating any of the Marks to us for review and approval prior to use or circulation. Within 30 days of our request, you must give us an accounting of your advertising activities, including verification copies of the ads and receipts or proof of expenditures. (Franchise Agreement – Section 11.2). You must also prominently display franchise brochures and other materials that we provide, at our cost, in your location to solicit prospective franchisees. Unless we designate otherwise, you must participate on Yelp in the Beauty & Spas section, currently \$28 per month (payable to us).

Any advertising that has not been furnished by us or that we have not approved within the preceding 12 months must be submitted to us for our review. We will have 15 days after our receipt of the materials to advise you whether they are approved or not. If we do not provide you with oral or written approval within this 15-day period, the materials are deemed not approved. Any advertising or promotional materials you provide to us for our review will become our property, and there will be no restriction on our use or distribution of these materials. The approval process described in this paragraph also applies to proposed advertising to be used by an advertising cooperative. We may require you to include certain language in your advertising, such as “franchises available” and our website address and telephone number.

Cooperative Advertising

Although we are not obligated to do so, we may create an advertising cooperative for the benefit of all Franchised Businesses located within a particular region, or we may approve of an advertising cooperative formed by our franchisees within a particular region. You must participate in any advertising cooperative established in your region. The members of the cooperative will determine the amount and frequency of contributions you must make to the cooperative. If we form the cooperative, we will determine the amount and frequency of contributions you must make to the cooperative. Any amounts you contribute to an advertising cooperative will count toward your local advertising requirement, but if the amount you contribute to a cooperative is less than the amount you must spend on local advertising, you must still spend the difference locally. We will have the authority to create, change, merge or dissolve any advertising cooperative.

Any LASHKIND owned and operated by us or our affiliates will participate in advertising cooperatives on the same basis as our franchisees, and will have the same voting rights as franchisees. In no event will ~~any one~~anyone franchisee (or any group of commonly controlled franchisees) ~~have~~has more than 25% of the total vote on any cooperative matter.

Grand Opening Advertising

You must conduct a grand opening advertising campaign beginning two (2) months before the schedule date of opening and continuing for the first three (3) months of operation. You must, unless we designate otherwise, pay to us the Grand Opening Advertising Expenditure (ranging from Twelve Thousand Five Hundred Dollars (\$12,500) to Fifteen Thousand Dollars (\$15,000), as we designate). We may require that you pay all or some of the Grand Opening Advertising Expenditure directly to designated vendors. We collect the Grand Opening Advertising Expenditure and pay service providers directly for grand opening advertising and marketing related purposes. We have the right to retain an administrative fee of up to fifteen percent (15%) of the Grand Opening Advertising Expenditure.

ADVISORY COUNCILS

We may in the future form advisory councils to work with us to improve various aspects of the System, including advertising campaigns, new products and services, and other matters. If formed, its members will be made up of franchisees and our representatives. The franchisee representatives may be chosen by us or elected by other franchisees. If formed, the advisory councils will act in an advisory capacity only and will not have decision-making authority. We will have the power to form, merge, change or dissolve any advisory council, ~~in~~at our discretion.

WEBSITE / EXTRANET/INTERNET ADVERTISING

You are not permitted to establish or maintain a separate website, splash page, profile or other presence on the Internet, or otherwise advertise on the Internet or any other public computer network in connection with the Franchised Business, including on Facebook, TikTok,

Snapchat, Instagram, Twitter, LinkedIn, YouTube or any other social media and/or networking site.

We will have the right to establish a website or other electronic system providing private and secure communications (*e.g.*, an extranet) between us, our franchisees, and other persons and entities that we decide are appropriate. If we require, you must establish and maintain access to the extranet in the manner we designate. Additionally, we may periodically prepare agreements and policies concerning the use of the extranet that you must acknowledge and/or sign.

COMPUTER/POINT-OF SALE SYSTEM

You must purchase a computer and use the ~~Booker~~Zenoti web-based salon management software program and the then-current hardware for your Point-of-Sale System. You must purchase and use the software programs we designate. We may also require you to use mobile applications we designate, which may include proprietary mobile apps and / or mobile apps created or designed for the System. You may purchase the computer from any authorized dealer. Your computer system and the required software provide you with the following functions: point of sale, appointment book, inventory management and staff reporting. The current cost for the ~~Booker~~Zenoti web-based salon management software program is ~~Eighty Eight United States Two Hundred Dollars~~ (~~\$200 USD\$88~~) per month, payable monthly, quarterly or annually as required by the approved supplier. We estimate that the computer hardware will initially cost approximately Two Thousand Dollars (\$2,000). ~~During your first year of operations, you must use the Frederick web-based salon management marketing tool to market to your clients. The current cost for the Frederick web-based salon management marketing tool is One Hundred Forty Nine United States Dollars (USD\$149) per month, payable monthly, quarterly or annually as required by the approved supplier. After your first year of operations, use of the Frederick system is optional.~~

~~The current~~ cost to set up and maintain your LASHKIND email account is ~~\$5 and currently \$10.99~~49 per month, ~~respectively per Franchisee email and \$5.00 per month per Location for email support plus an additional \$2.50 per email per month for email security~~ (which fees are subject to increase effective on notice to you), ~~which you~~. These fees are currently required to ~~pay~~be paid to us (and we remit payment to the vendor). Ongoing technical support will be provided to you by our approved supplier unless we designate otherwise. As of the issuance date of this Disclosure Document, you will be invoiced by the approved supplier at the rates negotiated by us. This process is subject to modification in the future, as we may designate it in our sole discretion. The current cost for computer systems and software and training is between \$2,500 and \$5,000.

You must purchase ongoing technical support and maintenance for your computer equipment. You must maintain, at all times during your Franchise Agreement, an on-site maintenance contract. You must also have a high-speed internet connection at all times for your computer system. Neither we nor any affiliate of ours will provide you with any maintenance, updates or upgrades for your computer system or software.

You must update or upgrade computer hardware and software as we deem necessary or appropriate. There are no contractual limitations on either our right to require you to obtain updates and/or upgrades, or the cost of any updates and/or upgrades. As disclosed above, you

must use all software we designate, which may include proprietary software that we develop or which is developed for us, and software allowing us independent access to your financial statements and benchmarking data. We have the right to independently access all information you collect or compile at any time without first notifying you. You must make sure that we have electronic access to your computer system at all times, at your expense. (Franchise Agreement – Section 5)

SITE SELECTION

If you have a potential site for the Franchised Business, you may propose the location for our consideration. If you do not have a proposed site, you must find one within the “Designated Area” specified in your Franchise Agreement. You will not receive any territorial rights or protections in the Designated Area. You will have 90 days after you sign the Franchise Agreement to provide us with the information we require to evaluate your proposed site. We will notify you within 10 days after we receive all required information whether the site is approved. If we do not provide our specific approval of the site, it is deemed not approved. If we do not approve your site, we will provide you with an additional 30 days to find another location. If you are still unable to secure an accepted site within the additional 30 days, we have the right to terminate the Franchise Agreement and keep the initial franchise fee. We will furnish you with our general site selection criteria, but it is entirely your responsibility to locate and obtain a site that meets our standards and criteria and that is acceptable to us. (Franchise Agreement – Sections 2.3 and 5.1)

The general site selection and evaluation criteria which we consider in approving your site includes the condition of the premises, demographics and population density of the surrounding area, proximity to other LASHKIND businesses, lease or purchase requirements, visibility, ease of access, available parking and overall suitability.

TYPICAL LENGTH OF TIME BEFORE OPENING

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of a Franchised Business is six to nine months, but you must open your Franchised Business and be operational not later than 12 months after signing the Franchise Agreement or we may terminate your Franchise Agreement. Factors that may affect your beginning operations include ability to secure permits, zoning and local ordinances, weather conditions and delays in installation of equipment and fixtures. (Franchise Agreement – Section 5.3)

REMOTE TRAINING AND ON-SITE TRAINING

You must attend and complete to our satisfaction our designated initial training program, which we reserve the right to change at any time. We may conduct all or any portion of the initial training program remotely, including through currently existing or future developed technology platforms. The total length of this training is estimated to range from ten (10) to twelve (12) weeks.

~~The first portion of initial training is conducted remotely, lasts for approximately two (2) to three (3) days, and consists of orientation and training that will take the form of 2-3 hour online training sessions. As stated above, we reserve the right to conduct the initial training program remotely through any virtual technology platform we designate.~~

~~After completion of the initial remote orientation and training, you~~You will receive remote brand and operations training in the weeks prior to opening. The training program covers the business and administrative aspects of the operation of a Franchised Business, Training will be facilitated by one or more Franchise Business Coaches (each an “FBC”) and our VP of Marketing; and will take the form of weekly calls and on-line training sessions. As of the date of this Disclosure Document the final sessions will be conducted onsite prior to opening.

Onsite training is conducted at your location just prior to opening, is four (4) to six (6) days long and will cost approximately ~~Two Thousand One Hundred Fifty Dollars (\$2,150) to Three Thousand One Hundred Eighty Dollars (\$3,180).~~(\$6,770) to (\$11,770). This estimate includes the trainer’s salary, travel, accommodations and a per diem fee in the amount we designate (currently ~~(\$80)).~~ and trainee wages. If you or your manager fail to complete our initial orientation and training and onsite training to our satisfaction, we have the right to terminate your Franchise Agreement.

~~LASHKIND U is the onsite training program for your Artist Educator(s) and stylists and is conducted at your location prior to opening. It is five (5) to ten (10) days long and you must pay the trainee’s wages and the trainers’ salary and expenses including travel, accommodation and per diem. We estimate these costs will be between Eight Thousand Six Hundred Sixty Dollars (\$8,660) to Thirteen Thousand One Hundred Thirty Two Dollars (\$13,132) depending on travel.~~

Between the fourth (4th) and twelfth (12th) months of your first (1st) year of operation, we ~~will~~may at our option attend ~~at~~ your Franchised Business to conduct an “On-Site Coaching Visit”. You shall be responsible for paying all costs associated with the completion of the On-Site Coaching Visit, including our on-site coach’s travel, accommodations and per diem immediately upon your receipt of an invoice from us. We estimate that the costs of our on-site coaching team will be between ~~Fifty~~Eight Hundred Thirty Dollars (~~\$50~~830) and One Thousand Five Hundred Twenty Dollar (\$1,520).

If you require additional on-site assistance, you must pay our then-current additional training fees (currently, Three Hundred Dollars (\$300) per trainer per day), in addition to the per diem fee (currently, Eighty Dollars (\$80)) for each of our representatives, plus you must reimburse our representatives’ expenses, including travel and accommodations.

The instructional materials we use in our initial training program include our Manual and any other information that we believe is beneficial to our franchisees and their employees in the initial training program. As of the date of this Disclosure Document, our initial training program consists of:

TRAINING PROGRAM

	Subject	Hours of Classroom Training	Hours of On-the-Job Training			Location
Pre Base Camp	Brand History, Brand Positioning, Role of a Franchisee, Personal Mission	1	1	0	0	Online—Virtual Meeting
Base Camp	Mission + Vision, Service + Product Offerings, Full Circle Experience—Discussion of LASHBAR Operations Manual, Pre-Opening, Personnel, Management and Customer Service	1	3	0	0	Online—Virtual Meeting—San Diego, California
Base Camp	LASHKIND University—Signature Styles, Techniques + Brand Standards, Look Book	1	1	0	0	Online—Virtual Meeting
Base Camp	Driving In Bar Sales	1	1	0	0	Online—Virtual Meeting
Base Camp	Financial Foundations: Profitability, Goal Setting and Strategic Planning	1	1	0	0	Online—Virtual Meeting
Base Camp	Customer Experience, Brand Excellence and Digital Reputation—Booker Advertising, Marketing Suite—Community Engagement, and Promotions, Print Programs, Social Media, Local Marketing, Pricing and Events Brainstorms—Coupons	1	4	0	0	Online—Virtual Meeting—San Diego, California
Base Camp	Building & Retaining a Strong Team (Recruitment + Retention)	1	1	0	0	Online—Virtual Meeting
CTLO	Module 1: Build + Business Preparation	2	0	0	20	San Diego, California
CTLO	Module 2: Business Fundamentals: Getting to Breakeven and Driving Profitability	2	0	0	0	Online—Weekly Virtual Training
CTLO	Module 3: Vendors + Suppliers—Reporting Requirements, Accounting and Record Keeping, Inventory Management, Sourcing, Approved Vendors, Payroll, P&L	1	4	0	0	Online—Weekly Virtual Training—San Diego, California

	<u>Statements</u>			
CTLO	Module 4: Building + Retaining a Strong Team (Recruitment + Retention)	2		Online – Weekly Virtual Training
CTLO	Module 5: Revenue Drivers	1		Online – Weekly Virtual Training
CTLO	Module 6: Services, Policies and Brand Standards Pre-Opening Procedures, Licenses and Permits,	2 4	0	Online – Weekly Virtual Training San Diego, California
CTLO	Module 7: Inventory Management Real Estate Criteria, Location Site Form, Build Out, Interior Design, Décor, Opening Inventory	1 4	5	Online – Weekly Virtual Training San Diego, California
CTLO	Driving Sales	1		Online – Weekly Virtual Training
	M o d u l e : P a y r o h : S e h e d h n s : P r e p a r a			

	<p style="text-align: center;">L A S H K I N D F R A N C H I S E R V I C E S</p>		
<p>CTLO <u>Services</u></p>	<p style="text-align: center;">M e d i c a l S e r v i c e s</p>	<p style="text-align: center;">1</p>	<p>Online Weekly Virtual Training</p>

		and C e r t i f i c a t e d		
CTLO Memberships		Various readings of manuals and completion of Online Courses as part of CTLO 01	8-12	Online — Self Study - Virtual
PRE + SOFT OPEN (7 Days)	Preparing for Soft Open – In-shop training and space preparation (5-7) days		49 — 67 40 - 60	Onsite at Your location
Subtotal Hours		24	66-86	
TOTALS Total Hours		90-111	28 — 32	49 — 67

You must also complete any and all remote training we require, including remote training to be provided by System vendors, as part of the initial training program. We reserve the right to change the initial training program at any time. As of the date of this Disclosure Document, our initial training program is overseen by ~~Nathalie Smith~~ Lina Mai. We also reserve the right to periodically name additional trainers and/or to draw upon the experience of the staff members from our Affiliate’s ~~LASHKIND~~ and/or Franchised Business to assist in providing training. There are no limits on our right to assign a substitute to provide training.

We may periodically require that previously trained and experienced franchisees, their managers, and/or employees attend refresher-training programs. Attendance at these programs will be at your sole expense, which may include a reasonable fee for the training program.

(Franchise Agreement – Section 8.5) We may also conduct an annual meeting or convention of our franchisees, which may include discussions relating to changes to the System, new offerings and refresher training. If we choose to hold an annual meeting or convention, attendance will be mandatory for you (or if you are a legal entity, your owner responsible for Franchised Business operations). The current non-refundable fee for the annual meeting is \$300 to \$400 for each person from your Franchised Business attending the meeting (which fee is due and payable on the date we designate), and you must also pay all of the expenses your attendees incur while at the annual meeting, including travel, lodging, meals, wages and benefits. The fee for the annual meeting is due to the Franchisor whether or not you attend the annual meeting.

CONFIDENTIAL OPERATIONS MANUAL

The Table of Contents of the Manual, along with estimated number of pages devoted to each section, is included as Exhibit F to this Disclosure Document. Our Manual is currently provided in electronic format. The Manual includes approximately 2750 pages total.

ITEM 12 **TERRITORY**

FRANCHISE AGREEMENT

You must operate your Franchise at a location that we approve, and you may not relocate without our written approval. We will grant you a Protected Territory. Your Protected Territory will be included in your Franchise Agreement and may be described in terms of specific boundaries (such as streets or town lines) or be depicted on a map. The minimum size of the Protected Territory shall be 3 blocks surrounding the location for urban areas and a one-mile radius for suburban areas. The size of your Protected Territory will be determined by us once your location is selected.

Except as otherwise disclosed in this Item, if you are in full compliance with the Franchise Agreement during its term, we will not establish, or license others to establish, LASHKIND businesses or competing businesses within your Protected Territory. However, we retain the right to sell Proprietary Products anywhere, including within your Protected Territory, such as through our Website and mail order, and you will not earn a portion of any of the revenue generated from our sales of these Proprietary Products, even if the Proprietary Products are delivered to a customer within your Protected Territory.

Due to the nature of the beauty care business, you may provide services and/or sell products to customers who live anywhere but who choose to use your Franchised Business at your approved location. Your Protected Territory is an area within which we will not grant another franchise or open a company-owned LASHKIND, and is the area in which you will concentrate your advertising activities. You are not permitted to market, advertise or promote the Franchised Business outside of your Protected Territory unless you receive our prior written approval, which we may grant, revoke or withhold in our sole and absolute discretion. This Protected Territory may change periodically as the market and demographics change.

Except as otherwise expressly set forth below, you may sell our Proprietary Products and related merchandise to retail customers and prospective retail customers at the Franchised Business location only. Your customers may travel from outside of your Protected Territory to your Franchised Business for services. You may not engage in any promotional activities or sell products or similar products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system (collectively, the “Electronic Media”); through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Protected Territory, you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Protected Territory. You have no options, rights of first refusal, or similar rights to acquire additional franchises. You may not sell our Proprietary Products to any business or other customer ~~at~~ wholesale.

We and our affiliates may sell products under the Proprietary Marks within and outside your Protected Territory through any method of distribution other than a dedicated LASHKIND, including sales through channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing sales (together, “alternative distribution channels”). You may not use alternative distribution channels to make sales anywhere and you will not receive any compensation for our sales through alternative distribution channels.

We have not yet established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark, however we reserve the right to do so in the future. We describe earlier in this Item 12 what we may do anywhere and at any time.

Except for the LASHKIND businesses operated by us, neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned units which sell our Proprietary Products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

There are no minimum sales goals, market penetration or other criteria you must meet to maintain your rights to the Protected Territory.

Rights We Retain: We and/or our affiliates may, in our discretion, and without granting any rights to you,

- a) solicit prospective franchisees and grant franchises or other rights to operate Franchised Businesses through national or regional advertising, trade shows or conventions or through e-commerce or similar means;

- b) grant franchises LASHKIND businesses, and to own and operate LASHKIND businesses ourselves or through affiliates at locations outside of your Protected Territory;
- c) sell, solicit, recruit and provide services for any franchised business not defined as a LASHKIND Franchise;
- d) sell and provide the services and Proprietary Products authorized for sale by Franchised Businesses under the Marks or other trade names, trademarks, service marks and commercial symbols through alternative distribution channels, as described above;
- e) solicit prospective franchisees for, and own and operate, businesses of any other kind or nature, anywhere; and
- f) acquire, be acquired by, merge or affiliate with, or engage in any transaction with other businesses (whether or not those businesses are competitive), including competing franchise systems with locations operating in your Protected Territory, and we and/or our licensees have the right to operate the business under the Marks in the Protected Territory without affording any rights to you or providing any compensation to you.

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.

Special Venues

We reserve the right to establish and operate, and/or to license others to establish and operate, Franchised Businesses in “Special Venues”, including Special Venues located in your Protected Territory. The term “Special Venues” means non-traditional venues such as resorts, military bases, airports, casinos, and entertainment venues.

MULTI-UNIT DEVELOPMENT AGREEMENT

You may (if you qualify) develop and operate a number of Franchised Businesses within a specified area (the “Development Area”). We and you will agree on the Development Area, and it will be described in the Multi-Unit Development Agreement before signing it. The Development Area will be defined in terms of municipal or county boundaries but may be defined as a specified trade area within a municipality. The actual size of the Development Area will vary depending upon the availability of contiguous markets, our long-range development plans, your financial and operational resources, population, and market conditions. In each case, the territory guidelines for single franchise locations will prevail for each location developed as per your Multi-Unit Development Agreement. We and you will negotiate the number of Franchised Businesses you must develop to keep your development rights and the dates by which you must develop them. We and you then will complete the schedule in the Multi-Unit

Development Agreement before signing it. Subject to your rights under Franchise Agreements then in effect, we may, after the Multi-Unit Development Agreement expires or is terminated, establish, or allow others to establish, Franchised Businesses within the Development Area. While the Multi-Unit Development Agreement is in effect, we (and our affiliates) will not establish, or allow other franchise owners to establish, Franchised Businesses to be located within the Development Area. There are no other restrictions on us. You may not develop or operate Franchised Businesses outside the Development Area. We may terminate the Multi-Unit Development Agreement if you do not satisfy your development obligations when required.

Except as described above, continuation of your territorial exclusivity does not depend on your achieving a certain sales volume, market penetration, or other contingency, and we may not alter your Exclusive Area.

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.

To maintain your rights under the Multi-Unit Development Agreement there must be open and in operation the cumulative number of Franchised Businesses set forth on the Development Schedule by the dates set forth in the Development Schedule.

ITEM 13 TRADEMARKS

We grant our franchisees the right to operate businesses under the name “LASHKIND,” which is the principal Mark used to identify our System of operation. You may also use any other current or future Mark to operate your Franchised Business that we designate in writing, including the logo on the front of this Disclosure Document and the trademarks listed below. By “Marks” we mean the trade names, trademarks, service marks and logos used to identify LASHKIND businesses. Our affiliate has filed for the following marks on the Principal Register of the U.S. Patent and Trademark Office (“PTO”), and has granted us a license to use and sublicense to use the Marks:

Mark	Registration/Serial Number	Registration/Filing Date	Register
LASHKIND	97483947	June 6/30, /2022	Principal
LASH DEMOCRACY	97483954	June 6/30, /2022	Principal
LASH INSURANCE	97698124	November 11/30, /2022	Principal
<u>Lash Appeal</u>	<u>5534561</u>	<u>8/07/2018</u>	<u>Principal</u>

* ~~We do not have a federal registration for our principal trademark. Therefore, this trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to~~

~~use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.~~

We have filed all affidavits and intend to renew our registrations for the Marks when they become due.

There are currently no effective material determinations of the PTO, trademark trial and appeal board, the trademark administrator of this state or any court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks.

To our knowledge, there are no infringing or prior superior uses actually known to us that could materially affect the use of the Marks in this state or any other state in which a Franchised Business may be located. There are no agreements currently in effect, which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

You will not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your Franchised Business. You may only use the Marks in accordance with our standards, operating procedures and specifications. Any unauthorized use of the Marks by you is a breach of your Agreement and an infringement of our rights in the Marks. You may not contest the validity or ownership of the Marks, including any Marks that we license to you after you sign your Agreement. You may not assist any other person in contesting the validity or ownership of the Marks.

You must immediately notify us of any apparent infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you may not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We may take whatever action we deem appropriate in these situations, and we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

We can require you to modify or discontinue the use of any Mark and to use other trademarks or service marks. We will not be required to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. We are not obligated to reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

We will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. Our reimbursement does not include your expenses for removing signage or discontinuing your use of any Mark. Our reimbursement also does not apply to any disputes where we challenge your use of a Mark, or if your use of the Mark is not in compliance with your Franchise Agreement.

Our reimbursement does not apply to legal fees you incur in seeking separate, independent legal counsel.

You must use the Marks as the sole trade identification of the Franchised Business, but you may not use any Mark or part of any Mark as part of your corporate name in any modified form. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law.

You must notify us if you apply for your own trademark or service mark registrations. You must not register or seek to register as a trademark or service mark, either with the PTO or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any of our Marks.

You may not establish, create or operate an Internet site or website using any domain name containing the word “Lashkind” or any variation thereof without our prior written consent. You may not use the Marks as part of any advertisement on the Internet without our permission.

ITEM 14 **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

No patents nor pending patents are material to the franchise. We own copyrights in the Manual, marketing materials and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Registrar of Copyrights and need not do so to protect them. You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so.

To our knowledge, there are currently no effective determinations of the U.S. Copyright Office or any court regarding the copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

We have developed certain Trade Secrets and other Confidential Information, including certain trade secrets, methods of business management, sales and promotion techniques, and know-how, knowledge of, and experience in, operating a LASHKIND. We will provide our Trade Secrets and other Confidential Information to you during training, in the Manual and as a result of the assistance we furnish you during the term of the franchise. You may only use ~~the~~ Trade Secrets and other Confidential Information for the purpose of operating your Franchised Business. You may only divulge Trade Secrets and other Confidential Information to employees who must have access to it ~~in order~~ to operate the Franchised Business. You must enforce the confidentiality provisions ~~as~~ to your employees.

Certain individuals with access to Trade Secrets or other Confidential Information, including your shareholders (and members of their immediate families and households), officers, directors, partners, members, if you are a corporation, limited liability company or other business

entity, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements in a form we specify.

All ideas, concepts, techniques or materials concerning the Franchised 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 our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL
OPERATION OF THE FRANCHISED BUSINESS

FRANCHISE AGREEMENT

The Franchised Business must always be under the direct full-time supervision of the owner or a designated manager who has completed our initial training program to our satisfaction and who has been approved by us. While you may hire a manager to operate your Franchised Business, you must still be directly involved in the daily operation of your Franchised Business. If you are a corporate entity, the principals of the entity must be actively involved in the daily operation of the Franchised Business. You must keep us informed of the identity of your current designated manager. Your designated manager does not need to have an ownership interest in you.

As described in Item 14, your owners (and members of their immediate families and households), officers, directors, partners, members, managers, executives, employees and staff, and other individuals having access to Trade Secrets or other Confidential Information may be required to sign nondisclosure and non-competition agreements in a form we specify (Exhibit B to the Franchise Agreement). We will be a third-party beneficiary with the independent right to enforce the agreements.

If you are a business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all of your obligations under your Agreement and agree to be personally liable for your breach of the Agreement by signing the Guaranty and Assumption of Obligations (Exhibit C to the Franchise Agreement).

~~Franchisee's~~The franchisee's spouse is not required to guarantee performance.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services and products we periodically specify, in strict accordance with our standards and specifications. You may not sell any services or products that we have not authorized, and you must discontinue offering any services, products or programs that we may, in our sole discretion, disapprove in writing at any time.

We may periodically change required or authorized services, products or programs. There are no limits on our right to do so. If we modify the System, you may have to add or replace equipment, signs and fixtures, and you may have to make improvements or modifications as necessary to maintain uniformity with our current standards and specifications.

On a case-by-case basis, we may allow you or other System franchisees to offer certain additional services, products or programs that are not otherwise part of the System. We will decide which franchisees can offer additional services based on test marketing, the franchisee’s qualifications and operational history, differences in regional or local markets and other factors. If we allow these deviations, we do not have to grant you a similar variance or other special accommodation.

We may designate the minimum and/or maximum prices that you may charge, to the fullest extent permitted by applicable law. There are no restrictions or conditions imposed by us that limit access to customers.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in the Franchise Agreement	Summary
a. Length of the franchise term	Section 4.1	The initial term is ten years
b. Renewal or extension of the term	Section 4.2	An additional term is ten years, subject to (c) below

Provision	Section in the Franchise Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 4.12	<p>You may renew the Franchise Agreement if you: have substantially complied with the provisions of the Franchise Agreement; have the right to maintain possession of the Approved Location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us, have paid a renewal fee; are not currently in default of any provision of the Franchise Agreement or any other agreement between you and us and have not been in default more than twice during the term of the Franchise Agreement; have given timely written notice of your intent to renew; sign a current Franchise Agreement; comply with current qualifications and training requirements; and sign a General Release.</p> <p>You may be asked to sign a contract with materially different terms and conditions than your original contract, (the boundaries of your territory may change) and the fees on renewal may be higher.</p>
d. Termination by franchisee	Not applicable (subject to state law)	Subject to state law.
e. Termination by franchisor without cause	Not applicable	Not applicable.
f. Termination by franchisor with cause	Section 16.2	We may terminate the Franchise Agreement only if you default.

Provision	Section in the Franchise Agreement	Summary
g. “Cause” defined – curable defaults	Section 16.2	Curable defaults include failure to comply with mandatory specifications, failure to make payments when due, offering a product or service that we have not approved, and your failure to substantially comply with any mandatory specification, standard or operating procedure prescribed in the Manual or otherwise prescribed in writing
h. “Cause” defined – non-curable defaults	Section 16.2	Non-curable defaults include if you fail to establish and equip the Franchised Business; fail to satisfactorily complete training; make a material misrepresentation or omission in the application for the franchise; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; use the manual, Trade Secrets or Confidential Information in an unauthorized manner; abandon the Franchised Business for five consecutive days; surrender or transfer of control for Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a designated manager; understate any amounts due by 2% or more; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use for the Marks; fail on two or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate; violate any health, safety or other laws or conduct the Franchised Business in a manner creating a health or safety hazard; fail to comply with any applicable law or regulation within 10 days of receiving notice of that failure; repeatedly breach the Franchise Agreement or fail to comply with our mandatory specifications; default under any other agreement between you and us.

Provision	Section in the Franchise Agreement	Summary
i. Franchisee’s obligations on termination/non-renewal	Section 17.1	On termination or non-renewal of the Franchise Agreement, you must: stop operating the Franchised Business; stop using any Trade Secrets, Confidential Information, the System, the Trade Dress (including proprietary millwork) and the Marks; if requested, assign your interest in the Approved Location to us; cancel or assign to us any assumed names; pay all sums owed to us including all pre-paid obligations incurred through the purchase of gift cards, series and/or loyalty programs, damages and costs incurred in enforcing the termination provisions of the Franchise Agreement; return the Manual, Trade Secrets and all other Confidential Information; assign your telephone and facsimile numbers to us; and comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.
j. Assignment of contract by franchisor	Section 18.1	There are no restrictions on our right to assign our interest in the Franchise Agreement
k. “Transfer” by franchisee – defined	Section 18.2	“Transfer” includes transfer of ownership in the franchise, the Franchise Agreement, the Approved Location, the Franchised Business’ assets or the franchisee entity.
l. Franchisor approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.

Provision	Section in the Franchise Agreement	Summary
m. Conditions for franchisor approval of transfer	Section 18.2	We will consent to a transfer if: the proposed transfer is a least one year after the effective date of the Franchise Agreement; we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a General Release; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the existing or then-current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed the Nondisclosure and Non-Competition Agreement; and the transferee has agreed that its designated manager will complete the initial training program before assuming management of the Franchised Business.
n. Franchisor’s right of first refusal to acquire franchisee’s business	Section 19	We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Franchisor’s option to purchase franchisee’s business	Section 17.56	Except as described in (n) above, we do not have the rights to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Franchised Business for book value

Provision	Section in the Franchise Agreement	Summary
p. Death or disability of franchisee	Section 18.67	If you (or one of your owners) die or become incapacitated, your representative must transfer, subject to the terms of the Franchise Agreement your interest in the Franchised Business within 180 days of death or incapacity or we may terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 7.3	You may not (a) own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any Competing Business (as defined in the franchise agreement), other than any other LASHKIND Franchised Business under license from us; or (b) divert or attempt to divert any business or customer or prospect of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

Provision	Section in the Franchise Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2	For a period of 2 years after the expiration and nonrenewal, transfer or termination of your franchise agreement, regardless of the cause, you may not: (1) own, operate, maintain, engage in, be employed by, or have any interest in any Competing Business at the time of termination or expiration and nonrenewal that is at the Franchised Business location (the "Location"), or within a radius of twenty-five (25) miles from the Location, or within a radius of twenty-five (25) miles from any Franchised Business of a then-existing franchisee of us, or from a then-existing business operated by us or our affiliate using the Marks; or (2) solicit, service, or sell to, directly or indirectly, any customer who was a customer of the Franchised Business before the effective date of transfer, termination or expiration of this Agreement, as applicable; except that this covenant will not restrict you from engaging in general advertising or marketing to the extent not prohibited by Franchisee's non-competition covenant.
s. Modification of the agreement	Section 9.2 and 22.6	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Manual without your consent if the modification does not materially alter your fundamental rights
t. Integration/merger clause	Section 22.6	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.

Provision	Section in the Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Section <u>23.67</u> and <u>23.8</u>	You must bring all disputes before our President and/or Chief Executive Officer in the format we designate (which may require an in-person meeting or a virtual meeting, as we designate) prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, with the exception of certain claims, all claims or disputes between you and us must be submitted first to mediation in New Castle County, Delaware (or, at our option, in the city and state in which our then-current headquarters is located) and if not resolved through mediation, then to arbitration in New Castle County, Delaware (or, at our option, in the city and state in which our then-current headquarters is located) in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect (subject to state law).
v. Choice of forum	Section <u>23.61</u>	Delaware (subject to state law)
w. Choice of law	Section 23.1	Delaware (subject to state law)

THE MULTI-UNIT DEVELOPER RELATIONSHIP

Provision	Article in the Multi-Unit Development Agreement	Summary
a. Length of the franchise term	Article I	Term of development schedule
b. Renewal or extension of the term	Article I	Not renewable, but you may negotiate a new agreement
c. Requirements for multi-unit developer to renew or extend	Not applicable	Not applicable

Provision	Article in the Multi-Unit Development Agreement	Summary
d. Termination by multi-unit developer	Not applicable	Not applicable. (subject to state law)
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	Article IV	We may terminate the Multi-Unit Development Agreement if you are in breach of the Agreement and do not cure the breach (if the breach is curable)
g. “Cause” defined – curable defaults	Article IV	You fail to comply with any provision of the Multi-Unit Development Agreement that is not considered incurable
h. “Cause” defined – non-curable defaults	Article IV	Unauthorized transfer; a general partnership interest is terminated for any reason (if you are a limited partnership); you or your owners make a material misrepresentation to us in obtaining the development rights; you or your owners are convicted of a felony or other crime that may adversely affect the goodwill associated with the Marks; you fail on three separate occasions in any 12 month period to comply with the agreement; we have delivered to you a notice of termination of any Franchise Agreement between you and us
i. Multi-unit developer’s obligations on termination/non-renewal	Article V	Lose development rights.
j. Assignment of contract by franchisor	Article VI	No restriction on our right to assign.
k. “Transfer” by – multi-unit developer – defined	Not applicable	You may not transfer your rights under the Multi-Unit Development Agreement.

Provision	Article in the Multi-Unit Development Agreement	Summary
l. Franchisor approval of transfer by multi-unit developer	Not applicable	You are not permitted to transfer your rights under the Multi-Unit Development Agreement.
m. Conditions for franchisor approval of transfer	Not applicable	Not applicable
n. Franchisor's right of first refusal to acquire multi-unit developer's business	Not applicable	Not applicable
o. Franchisor's option to purchase multi-unit developer's business	Not applicable	Not applicable
p. Death or disability of multi-unit developer	Article VI	Interest must be transferred to an approved party within six months
q. Non-competition covenants during the term of the franchise	Article V	You may not (a) own, maintain, engage in, be employed by, lend money to, extend credit to or have any interest in any Competing Business (as defined in the franchise agreement), other than any other LASHKIND Franchised Business under license from us; or (b) divert or attempt to divert any business or customer or prospect of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

Provision	Article in the Multi-Unit Development Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Article V	For a period of 2 years after the expiration and nonrenewal, transfer or termination of your multi-unit operator agreement, regardless of the cause, you may not: (1) own, operate, maintain, engage in, be employed by, or have any interest in any Competing Business at the time of termination or expiration and nonrenewal that is located within the Development Area, or within a radius of twenty-five (25) miles of the Development Area, or within any other System multi-unit developer's Development Area,; or (2) solicit, service, or sell to, directly or indirectly, any customer who was a customer of the Franchised Business before the effective date of transfer, termination or expiration of this Agreement, as applicable; except that this covenant will not restrict you from engaging in general advertising or marketing to the extent not prohibited by Franchisee's non-competition covenant.
s. Modification of the agreement	Article VII	Must be in writing by both parties.
t. Integration/merger clause	Article VII	Only the terms of the Multi-Unit Development Agreement are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Multi-Unit Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.

Provision	Article in the Multi-Unit Development Agreement	Summary
u. Dispute resolution by arbitration or mediation	Article VIII	You must bring all disputes before our President and/or Chief Executive Officer in the format we designate (which may require an in-person meeting or a virtual meeting, as we designate) prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, with the exception of certain claims, all claims or disputes between you and us must be submitted first to mediation in New Castle County, Delaware (or, at our option, in the city and state in which our then-current headquarters is located) and if not resolved through mediation, then to arbitration in New Castle County, Delaware (or, at our option, in the city and state in which our then-current headquarters is located) in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect (subject to state law).
v. Choice of forum	Article VIII	Delaware (subject to state law)
w. Choice of law	Article VIII	Delaware (subject to state law)

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the 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/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing 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 outlets.~~ As of December 31, 2023, there were 14 Franchised Bars in operation. The historical financial performance information contained in this Item 19 reflects certain performance information for the 12 Franchised Bars that were open for at least one full year as of December 31, 2023 (the “Item 19 Bars”), during the period January 1, 2023, through December 31, 2023 (the “Reporting Period”). Two (2) Franchised Bars were excluded from this Item 19 financial performance representation because they were not open for the entire Reporting Period.

The table below shows the Average Gross Sales for Item 19 Bars for the Reporting Period grouped in thirds.

	Count	Average	Min	Max
Top Third	4	\$346,947	\$316,991	\$378,145
Middle Third	4	\$259,522	\$237,726	\$281,510
Bottom Third	4	\$203,103	\$148,126	\$232,763
Total	12	\$269,857	\$148,126	\$378,145

GENERAL NOTES APPLICABLE TO ALL TABLES:

1. The Gross Sales figures represent revenue from the sale of services and the sale of retail items during the Reporting Period, as reported to us by the Item 19 Bars through the reporting system software.

2. Average means the sum of all data points in a set, divided by the number of data points in that set.

3. Gross Sales means the aggregate of all revenue from the sale of products, gift cards, barter or exchange, complimentary services and services from all sources in connection with the Franchised Business, but excluding all refunds made in good faith, any sales and equivalent taxes that Franchisees collect and pay to any governmental taxing authority, and the value of any

allowance issued or granted to any of the Franchisee’s customers that are credited in full or partial satisfaction of the price of any products and services offered by the Franchised Business.

4. These figures are unaudited.

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

Some stores have earned these amounts. Your individual results may vary. There is no assurance you’ll earn as much.

Other than the preceding financial performance representation, LashKind Franchise Inc. does not make any 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 our the franchisor’s management by contacting our Vice President of Franchise Development, Patrick Pantano, c/o LASHKIND Franchise, Inc, Corey Wilde at 1867 Yonge Street, Suite 600, Toronto, Ontario, M4S 1Y5, Telephone and (416) 630-6280, the Federal Trade Commission, and the appropriate state regulatory agencies.-

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1
Systemwide Outlet Summary
For Fiscal years ended December 31, 2020, Years 2021 and -20232022**

Column-1 Outlet Type	Column-2 Year	Column-3 Outlets at the Start of the Year	Column-4 Outlets at the End of the Year	Column-5 Net Change
Franchised	2020 2021	<u>06</u>	<u>07</u>	<u>0+1</u>
	2021 2022	<u>07</u>	<u>012</u>	<u>0+5</u>
	2022 2023	<u>012</u>	<u>012</u>	<u>0</u>
Company- Owned	2020 2021	<u>01</u>	<u>0</u>	<u>0-1</u>
	2022 2024	<u>0</u>	<u>0</u>	<u>0</u>
	2022 2023	<u>0</u>	<u>02</u>	<u>0+2</u>
Total Outlets	2020 2021	<u>07</u>	<u>07</u>	<u>0</u>
	2022 2024	<u>07</u>	<u>012</u>	<u>0+6</u>
	2022 2023	<u>012</u>	<u>014</u>	<u>0+2</u>

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Fiscal years ended ~~December 31, 2020, Years 2021-2023~~ 2021, 2022

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2021 <u>2020</u>	<u>0</u>
	2022 <u>2021</u>	0
	2022 <u>2023</u>	0

Table No. 3
Status of Franchised Outlets
For Fiscal years ended ~~December 31, 2020, Years 2021, -2023~~ 2022

Col 1 State	Col 2 Year	Col 3 Outlets at Start of Year	Col 4 Outlets Opened	Col 5 Termin ations	Col 6 Non- Renewals	Col 7 Reacquired by Franchisor	Col 8 Ceased Operations - Other Reasons	Col 9 Outlet s at End of the Year
<u>Total</u> <u>AZ</u>	2021 <u>2020</u>	0	0	0	0	0	0	0
	2022 <u>2021</u>	0	0	0	0	0	0	0
	2022 <u>2023</u>	0	<u>0</u>	0	0	0	0	<u>0</u>
<u>CA</u>	<u>2021</u>	<u>6</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	<u>2022</u>	<u>7</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
	<u>2023</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>10</u>
<u>SC</u>	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Total</u>	<u>2021</u>	<u>6</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	<u>2022</u>	<u>7</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
	<u>2023</u>	<u>12</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>12</u>

Table No. 4
Status of Company-Owned Outlets
For Fiscal years ended ~~December 31, 2020~~, Years 2021, 2022-2023

Col1 State	Col2 Year	Col3 Outlets at Start of Year	Col4 Outlets Opened	Col5 Outlets Reacquired from Franchisee	Col6 Outlets Closed	Col7 Outlets Sold to Franchisee	Col8 Outlets at End of the Year
CA	2021 2020	0 ₁	0	0	0	0 ₁	0
	2022 2021	0	0	0	0	0	0
	2022 2023	0	0	0 ₂	0	0	0 ₂
Total	2021 2020	0 ₁	0	0	0	0 ₁	0
	2022 2021	0	0	0	0	0	0
	2022 2023	0	0	0 ₂	0	0	0 ₂

Table No. 5
Projected Openings as of December 31, ~~2022~~2023

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	1	1	0
California	0 ₂	0 ₂	0
Colorado	0	0	0
Florida	0 ₁	2 ₁	0
IndianaTexas	0 ₂	0	0
Iowa	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
North Carolina	0	0	0
Ohio	0	0	0
Pennsylvania	0	0	0
South Carolina	0	2	0

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Tennessee	0	0	0
Texas	0	1	0
Washington	0	0	0
Total	0 <u>6</u>	<u>54</u>	0

A list of the names of all franchisees, multi-unit developers and the addresses and telephone numbers of their businesses is provided in Exhibit G to this Disclosure Document.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee or multi-unit developer who had a business terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the applicable agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document are listed on Exhibit H to this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

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

There are no trademark-specific organizations formed by our franchisees that are associated with the System.

ITEM 21 **FINANCIAL STATEMENTS**

Attached as Exhibit C is our audited opening balance sheet dated ~~February 28, 2023~~ December 31, 2023, as well as an unaudited balance sheet dated June 30, 2024.

Our fiscal year end is December ~~31st~~ 31.

ITEM 22 **CONTRACTS**

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

- Exhibit D Franchise Agreement (with exhibits)
- Exhibit E Multi-Unit Development Agreement (with exhibits)

Exhibit I General Release
Exhibit J Franchisee Acknowledgement Statement (Page 108)

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document as Exhibit K. Please return one signed copy to us and retain the other for your records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General

State	State Agency	Agent for Service of Process
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fourteenth Floor Dept 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733

State	State Agency	Agent for Service of Process
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B TO THE DISCLOSURE DOCUMENT
STATE SPECIFIC ADDENDUM

CALIFORNIA APPENDIX

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement or Multi-Unit Development Agreement contain provisions that are inconsistent with the law, the law will control.
2. The Franchise Agreement and Multi-Unit Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).
3. The Franchise Agreement and Multi-Unit Development Agreement contain covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.
4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.
5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.
6. The franchise agreement requires binding arbitration. The arbitration will occur in Delaware with the costs being borne by the franchisee and franchisor. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California. Business and Professions Code Section 20040.5 relating to forum selection clauses restricting ~~venue~~ venues outside the state of California or arbitration may be preempted by the Federal Arbitration Act. Section 20040.5 may still apply to any provision relating to judicial proceedings. A binding arbitration provision may not be enforceable under generally applicable contract defenses, such as fraud, duress, or unconscionability.
7. The Franchise Agreement and Area Development Agreement require application of the laws of Delaware. This provision may not be enforceable under California law.

8. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). The Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
9. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
10. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
11. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
12. Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and the franchisee is open for business. For area development offerings, the portion of the fee attributable to an individual outlet in the development schedule is deferred until that outlet is open and the franchisor has performed its pre-opening obligations.
12. OUR WEBSITE, www.wearelashkind.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.
13. Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:
 - (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
 - (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
 - (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

14. 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.
15. Franchisees owning a 5% interest or greater must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.
16. The highest interest rate allowed by law for Late Payments in the State of California is 10% annually.

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

ADDENDUM TO THE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS

The Illinois Attorney General requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the “Act”). To the extent that (i) the jurisdictional requirements of the Act are met and (ii) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

(a) Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

(b) No franchisee shall be required to litigate any cause of action, ~~with the exception of~~ except for arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois, nor shall the Franchise Agreement provide for a choice of law provision for any state other than Illinois.

(c) Any condition, stipulation, or provision purporting to bind a franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent a franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE FRANCHISE AGREEMENT AND MUDA
REQUIRED BY THE STATE OF ILLINOIS

(a) Illinois law governs the Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

(b) No franchisee shall be required to litigate any cause of action, ~~with the exception of~~ except for arbitration proceedings, arising under the Franchise Agreement or the Act outside of the State of Illinois, nor shall the Franchise Agreement provide for a choice of law provision for any state other than Illinois.

(c) Any condition, stipulation, or provision purporting to bind a franchisee to waive compliance with any provision of the Act, or any other Illinois law is void. The foregoing requirement, however, shall not prevent a franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, and shall not prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE ADDENDUM TO THE LASHKIND FRANCHISE, INC.
DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT AND
MULTI-UNIT DEVELOPMENT AGREEMENT FOR THE STATE OF INDIANA**

1. To be added to Item 3 of the Disclosure Document, is the following statement:

There are presently no arbitration proceedings to which the Franchisor is a party.
2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's Protected Territory.
3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).
4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. This amends Articles 22 and 23 of the Franchise Agreement and Articles VII and VIII of the Multi-Unit Development Agreement.
5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

ADDENDUM TO THE LASHKIND FRANCHISE, INC.
FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF
MARYLAND

This will serve as the State Addendum for the State of Maryland for LASHKIND Franchise, Inc.'s Franchise Disclosure Document.

1. The provision contained in Item 17 may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

2. Item 17 of the Franchise Disclosure Document shall be amended to state that 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.

3. The Franchisee Acknowledgement Statement (Exhibit J to the Disclosure Document) is amended to state the acknowledgements or representations of the franchisee made in the Statement which disclaim the occurrence and/or acknowledgement of the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Item 17 of the Franchise Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. Item 17 of the Franchise Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The General Release (Exhibit I to the Disclosure Document) is amended to provide that the general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

7. 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 in connection with the franchise.

8. Item 5 is amended to state:

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

ADDENDUM TO THE LASHKIND FRANCHISE, INC.
FRANCHISE AGREEMENT AND MULTI-UNIT DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

1. 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 in connection with the franchise.

~~2. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.~~

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20____.

LASHKIND FRANCHISE, INC.

By: _____
Name: _____
Title: _____

FRANCHISEE:

|

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (a) A prohibition on the right of a franchisee to join an association of franchises.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five (5) years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months' advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) Failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Katharyn Barron
525 W. Ottawa Street, 1st Floor
Lansing, Michigan 48933
(517) 335-7567

|

**ADDENDUM TO THE LASHKIND FRANCHISE, INC.
DISCLOSURE DOCUMENT FOR THE STATE OF MINNESOTA**

This addendum to the Disclosure Document effectively amends and revises said Disclosure Document and Franchise Agreement and Multi-Unit Development Agreement as follows:

1. Item 13 of the Disclosure Document and Article 6 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding such use.”

2. Item 17 of the Disclosure Document and Article 16 of the Franchise Agreement and Article IV of the Multi-Unit Development Agreement are amended by the addition of the following language to the original language that appears therein:

“With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec. 80C.14, Subds.3, 4 and 5, which require (except in certain specified cases) 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 that consent to the transfer of the franchise will not be unreasonably withheld.”

3. Item 17 of the Disclosure Document and Article 23 of the Franchise Agreement and Article VII of the Multi-Unit Development Agreement are amended by the addition of the following language to amend the Governing Law, Jurisdiction and Venue, and Choice of Forum sections:

“Minn. Stat. Sec. 80C.21 and Rule 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 agreements can abrogate or reduce any of the 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.”

4. Item 17 of the Disclosure Document and Article 4 of the Franchise Agreement and Article VIII of the Multi-Unit Development Agreement are amended by the addition of the following language to the original language that appears therein:

“Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release.”

5. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. Article 23 of the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Article 23 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

8. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. Article 22 of the Franchise Agreement is hereby amended accordingly.

9. No statement, questionnaire, or acknowledgement signed or agreed to b9. No statement, questionnaire, or acknowledgement signed or agreed to be 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.

**ADDENDUM TO THE LASHKIND FRANCHISE, INC.
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or

securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. 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”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum", and Item 17(w), titled "Choice of law":

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

**ADDENDUM TO THE LASHKIND FRANCHISE, INC.
DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NORTH DAKOTA**

This addendum to the Disclosure Document, Franchise Agreement and Multi-Unit Development Agreement effectively amends and revises said documents as follows:

1. Item 17(c) of the Disclosure Document and Article 4 of the Franchise Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release.

2. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document, Article 17 of the Franchise Agreement and Article IV of the Multi-Unit Development Agreement are amended accordingly.

3. Item 6 and Item 17(i) of the Disclosure Document, Article 23 of the Franchise Agreement requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota.

4. Item 17(u) of the Disclosure Document, Article 23 of the Franchise Agreement and Article VII of the Multi-Unit Development Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties.

5. Item 17(v) of the Disclosure Document and the provisions of Article 23 of the Franchise Agreement and Article VII of the Multi-Unit Development Agreement which require jurisdiction of courts in the State of Delaware are deleted.

6. Item 17(w) of the Disclosure Document, Article 23 of the Franchise Agreement and Article VII of the Multi-Unit Development Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

7. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain

substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

8. The provisions of Article 23 of the Franchise Agreement and Article VIII of the Multi-Unit Development Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.

9. The provisions of Article 23 of the Franchise Agreement and Article 8 of the Multi-Unit Development Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies.

10. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

11. In the State of North Dakota only, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business, and it is operating.

**ADDENDUM TO THE LASHKIND FRANCHISE, INC.
DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NORTH DAKOTA**

1. Section 17.8 of the Franchise Agreement requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota.

2. Article 23 of the Franchise Agreement and Article VII of the Multi-Unit Development Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties.

3. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

~~4. In the State of North Dakota only, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-~~

~~opening obligations have been satisfied and until you open your business, and it is operating.~~

**ADDENDUM TO THE LASHKIND FRANCHISE, INC.
DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF RHODE ISLAND**

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that:

“A provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA

In the State of South Dakota, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____

_____.

FRANCHISEE:

FRANCHISOR:

LASHKIND Franchise, Inc. _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

PRINCIPALS:

Name: _____

Name: _____

ADDENDUM TO THE LASHKIND FRANCHISE, INC.
DISCLOSURE DOCUMENT REQUIRED BY THE COMMONWEALTH OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for LASHKIND Franchise, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement and development agreement does not constitute “reasonable cause,” as that the term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, the provision may not be enforceable.

**ADDENDUM TO THE LASHKIND FRANCHISE, INC.
DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON**

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

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

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

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

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

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

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

The General Release (Exhibit I to the Disclosure Document) is amended to provide that the general release shall not apply to any liability under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR FRANCHISEE

EXHIBIT C TO THE DISCLOSURE DOCUMENT
FINANCIAL STATEMENTS

|

LASHKIND FRANCHISE, INC.
UNAUDITED FINANCIAL STATEMENTS

As of DATE

**THESE FINANCIAL STATEMENTS ~~HAVE BEEN~~ ARE PREPARED WITHOUT AN
AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF ~~FRANCHISEES~~
~~WOULD~~ FRANCHISES SHOULD BE ADVISED THAT NO INDEPENDENT
CERTIFIED PUBLIC ACCOUNTANT ~~HAS~~ HAD AUDITED THESE FIGURES OR
EXPRESSED AN HIS/HER OPINION WITH ~~REGARDS~~ REGARD TO ~~THEIR~~ THE
CONTENT OR FORM.**

EXHIBIT D TO THE DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

LASHKIND FRANCHISE INC.
FRANCHISE AGREEMENT

FRANCHISEE

DATE OF AGREEMENT

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EXHIBITS:

Exhibit A	Approved Location; Protected Territory
Exhibit B	Confidentiality and Non-Competition Agreement
Exhibit C	Guaranty and Assumption of Obligations
Exhibit D	Principal Owner’s Statement
Exhibit E	Collateral Assignment and Assumption of Lease
Exhibit F	Listing Assignment Agreement
Exhibit G	Electronic Funds Transfer Agreement
Exhibit H	SBA Addendum

LASHKIND FRANCHISE, INC.

FRANCHISE AGREEMENT

This Franchise Agreement, made on _____, is by and between Lashkind Franchise, Inc., a Delaware corporation having its principal place of business at 1867 Yonge Street, Suite 600, Toronto, Ontario, M4S 1Y5 (“we”, “us” or “our”), and _____, an individual/partnership/corporation/limited liability company established in the State of _____ and whose principal address is _____ (“you” or “your”).

W I T N E S S E T H:

WHEREAS, we have developed, and are in the process of further developing, a System identified by the service mark “Lashkind” and relating to the establishment and operation of a full-service beauty business having a distinctive interior and exterior design and trade dress and offering for sale to the public products and services related to the face, and in particular to eyelashes and eyebrows (referred to in this Agreement as a “Franchised Business”); and

WHEREAS, in addition to the service mark “Lashkind” and certain other Marks, the distinguishing characteristics of the System include, among other things, uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; distinctive interior and exterior design, layout and décor; other strategies, techniques and Trade Secrets; and the Manual; and

WHEREAS, we grant to qualified persons and business entities the right to own and operate a single Franchised Business using the System and the Marks; and

WHEREAS, you desire to own and operate a Franchised Business, have applied for the Franchise and such application has been approved by us in reliance upon all of the representations made herein and therein; and

WHEREAS, you understand and acknowledge the importance of our high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with our System.

NOW, THEREFORE, we and you, intending to be legally bound, agree as follows:

ARTICLE 1
DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

“Advertising Fund” has the meaning given to such term in Section 3.3;

“Advertising Fund Contribution” has the meaning given to such term in Section 3.3;

“Affiliate” means any business entity that controls, is controlled by, or is under common control with us;

“Agreement” means this agreement entitled “Lashkind Franchise, Inc. Franchise Agreement” and all instruments supplemental hereto or in amendment or confirmation hereof;

“Approved Location” means the site for the operation of the Franchised Business selected by you and approved in writing by us;

“Approved Supplier(s)” has the meaning given to such term in Section 13.1;

“Competitive Business” means any business that offers (or grants franchises or licenses to others to operate a business that offers) goods or services the same as or similar to those provided by Franchised Businesses or in which Trade Secrets and other Confidential Information could be used to the disadvantage of us, any Affiliate or our other franchisees; provided, however, that the term “Competitive Business” shall not apply to (a) any business operated by you under a Franchise Agreement with us, or (b) any business operated by a publicly held entity in which you own less than a five percent (5%) legal or beneficial interest;

“Confidential Information” means technical and non-technical information used in or related to Franchised Businesses that is not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified as confidential when delivered by us. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of yours; (b) you can demonstrate was rightfully in your possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

“Cooperative Advertising” means the combined advertising program of two (2) or more franchisees established within a common market that we may require for Franchised Businesses within a particular region;

“General Manager” means the person designated by you who has primary responsibility for managing the day-to-day affairs of the Franchised Business. If you are an individual and not a business entity, the General Manager shall be you;

“Effective Date” means the date on which this Agreement is fully executed, thereby commencing its effectiveness and term;

“Electronic Depository Transfer Account” means an account established at a national banking institution approved by us and providing us with access to electronically withdraw any funds due us;

“Protected Territory” means the geographic area of territorial exclusivity granted to you under this Agreement as defined by Section 2.5;

“Franchise” means the right granted to you by us to use the System and the Marks;

“Franchise Fee” has the meaning given to such term in Section 3.1;

“Franchised Business” means the Lashkind business to be established and operated by you pursuant to this Agreement;

“Franchisor Indemnitees” has the meaning given to such term in Section 21.3;

“Grand Opening Advertising” has the meaning given to such term in Section 11.1;

“Gross Sales” means the aggregate of all revenue from the sale of products and services from all sources in connection with the Franchised Business whether for check, cash, credit or otherwise including, without limitation, all proceeds from any business interruption insurance, but excluding all refunds made in good faith, any sales and equivalent taxes that are collected by you for or on behalf of any governmental taxing authority and paid thereto, and the value of any allowance issued or granted to any client of the Franchised Business that is credited by you in full or partial satisfaction of the price of any products and services offered in connection with the Franchised Business;

“Gross Sales Reports” has the meaning given to such term in Section 12.2;

“Incapacity” means the absence of your principal for twenty (20) days or more. Returns to work for less than four (4) consecutive days shall not toll the running of the above-mentioned twenty (20) day period;

“Internet” means any one (1) or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

“Local Advertising” has the meaning given to such term in Section 11.2;

“Manual” means the Lashkind Franchise, Inc. Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by us from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers’ manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by us or on our behalf;

“Marks” means the service mark “Lashkind” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, copyrights, drawings and other commercial symbols as we may designate to be used in connection with Franchised Businesses;

“Millwork” means our proprietary equipment which includes the styling bar, reception desk and retail display units.

“Royalty Fee” has the meaning given to such term in Section 3.2;

“System” means the uniform standards, methods, procedures and specifications developed by us and as may be added to, changed, modified, withdrawn or otherwise revised by us for the operation of Franchised Businesses; and

“Trade Secrets” means information in any form that is used in or related to Franchised Businesses and is not commonly known by or available to the public including, but not limited to, protocols and techniques, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential clients or suppliers and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

ARTICLE 2
GRANT OF FRANCHISE; APPROVED LOCATION

2.1 Grant

We hereby grant to you, and you undertake and accept, upon the terms and conditions herein contained, the right to establish and operate one (1) Franchised Business at the Approved Location using the System and Marks.

2.2 Approved Location

The street address (or detailed description of the premises) of the Approved Location shall be identified on Exhibit A hereto after we have approved of such location pursuant to Section 5.1.

2.3 Approved Location Not Determined

If the Approved Location of the Franchised Business is not determined as of the Effective Date, then we and you shall determine the geographic area in which the Franchised Business is to be located. You shall follow our procedures in locating a suitable site for the Franchised Business as set forth in Sections 5.1 and 5.2. When the Approved Location is determined, its address will be inserted into Exhibit A hereto. The failure to insert such address shall not affect the enforceability of this Agreement.

2.4 Sub-franchising; Agents

You shall not sublicense the use of the System or Marks to any person or entity to perform any part of your rights or obligations granted hereunder; or grant any person or entity the right to act as your agent to perform any part of your rights or obligations hereunder and any attempt by you to do so shall be void and of no force and effect.

2.5 Protected Territory

So long as this Agreement is in force and effect and you are not in default in any material respect under any of the terms hereof, we shall not establish, own or operate, or grant rights to, or license, any other person to establish, own or operate, any other Franchised Business or other substantially similar business anywhere within the geographic area designated by us for your Franchised Business (“Protected Territory”). When we have approved your location, the Protected Territory will be identified on Exhibit A hereto and may be defined by streets, highways, natural, or political boundaries, and may be outlined on a map attached to Exhibit A. This Protected Territory may change periodically as the market and demographics change. If the Protected Territory should change, we, in our sole discretion, will use all reasonable efforts to protect all franchisees or potential franchisees that may be affected by this change.

2.6 Our Reserved Rights

We retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to:

2.6.1 solicit prospective franchisees and grant franchises or other rights to operate System Franchises through national or regional advertising, trade shows or conventions or through e-commerce or similar means;

2.6.2 grant franchises for System Franchises and to own and operate Lashkind Franchises ourselves or through affiliates at locations outside of your Protected Territory;

2.6.3 sell, solicit, recruit and provide services for any franchised business not defined as a System Franchise;

2.6.4 sell and provide the services and Proprietary Products authorized for sale by System Franchises under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (including telephone, mail order, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of the Protected Territory and according to the terms and conditions we consider appropriate;

2.6.5 solicit prospective franchisees for, and own and operate, businesses of any other kind or nature, anywhere;

2.6.6 acquire be acquired by, merge or affiliate with, or engage in any transaction with other businesses (whether or not those businesses are competitive), including competing franchise systems with locations operating in your Protected Territory, we and/or our licensees have the right to operate the business under the Marks in the Protected Territory without affording any rights to you or providing any compensation to you; and

2.6.7 establish and operate and/or to license others to establish and operate, franchised businesses in “Special Venues”, including Special Venues located in your Protected Territory. For purposes of this Agreement, the term “Special Venues” means non-traditional venues such as resorts, military bases, airports, casinos and entertainment venues.

ARTICLE 3 **FEES**

3.1 Franchise Fee

Upon execution of this Agreement, you shall pay a fee (“Franchise Fee”) to us via certified check or wire transfer in immediately available funds in the amount of ~~Forty-Five~~ Forty Thousand Dollars (\$~~4045~~40,000). The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable. The Franchise Fee is payment, in part, for expenses incurred by us in furnishing assistance and services to you as set forth in this Agreement and for costs incurred by us, including general sales and marketing expenses, training, legal, accounting and other professional fees.

If this Agreement is being executed pursuant to a Multi-Unit Development Agreement, then the Franchise Fee payable hereunder shall be as set forth in such Multi-Unit Development Agreement.

3.2 Royalty Fee

On the twentieth (20th) day of each month, you shall pay to us without offset, credit or deduction of any nature, so long as this Agreement shall be in effect, a monthly fee (“Royalty Fee”) equal to six percent (6%) of Gross Sales for the previous calendar month. Each Royalty Fee shall be accompanied by a Gross Sales Report, as required by Section 12.2, for the same period. You shall provide the Gross Sales Report to us by facsimile transmission, e-mail or in such other form as we specify.

If you do not report the Gross Sales, we may debit your account for one hundred twenty percent (120%) of the last Royalty and Advertising Fund Contribution (described in Section 3.3 below) that we debited. If the Royalty and Advertising Fund Contribution we debit are less than the Royalty and Advertising Fund Contribution you actually owe us, once we have been able to determine your true and

correct Gross Sales, we will debit your account for the balance on a day we specify. If the Royalty and Advertising Fund Contribution we debit are greater than the Royalty and Advertising Fund Contribution you actually owe us, we will credit the excess against the amount we otherwise would debit from your account during the following month.

3.3 Advertising Fund Contributions; Brand Maintenance Fee

3.3.1 We have established a System-wide marketing, advertising and promotion fund (“Advertising Fund”). You must contribute monthly to the Advertising Fund (“Advertising Fund Contribution”) an amount equal to the greater of (i) two percent (2%) of the Gross Sales generated by your Franchised Business, or (ii) Two Hundred Fifty Dollars (\$250). As of the issuance date of the Disclosure Document, we require you to pay a minimum of \$250 per month to the Advertising Fund. With thirty (30) days’ prior written notice to you, we may require a reasonable increase to the Advertising Fund Contribution. Advertising Fund Contributions shall be payable at the same time and in the same manner as Royalty Fees as provided in Section 3.2. When established, the Advertising Fund shall be maintained and administered by us or our designee in accordance with the provisions contained in Section 11.3.

3.3.2 In addition to the Advertising Fund Contribution described above, you shall pay to us a monthly brand maintenance fee (“Brand Maintenance Fee”) in the amount of One Hundred Fifty Dollars (\$150). With thirty (30) days’ prior written notice to you, we may require a reasonable increase to the Brand Maintenance Fee. The Brand Maintenance Fee is payable to us at the same time and in the same manner as the Royalty Fee described above.

3.4 Technology Fee. You must pay to us a monthly “Technology Fee” in the amount we designate each month, currently Fifty Dollars (\$50), during the Term, which fee is due and payable to us at the same time and in the same manner as the Royalty Fee described above. You must begin paying the Technology Fee on the earlier to occur of: (a) the date you begin using the designated technology, (b) the date we designate, or (c) when you open the Franchised Business. This fee may include, as we designate, any and all fees assessed by us, including pass-through fees paid to designated or approved suppliers in connection with technology used in connection with the Franchised Business, including, without limitation for (i) the development, administration and maintenance of websites and mobile applications, and/or (ii) the development, installation, maintenance and/or licensing of current and future developed technology and/or software programs and platforms.

3.5 Miscellaneous. We may require you to pay additional, ongoing fees directly to us in connection with other services we require you to use during the Term of this Agreement. As of the Effective Date of this Agreement, we require you to pay to us: (a) \$28 per month for participation in Yelp, Beauty & Spas section; (b) ~~\$149 per month for access to Frederick~~; (c) \$5 per month for email set up; and (d) ~~\$10.99~~ \$10.99 per month for email maintenance fees. We reserve the right to discontinue these fees and/or to require you to pay the then-current ongoing fee directly to the third-party service provider, effective immediately upon notice to you.

3.6 Taxes

You shall pay to us an amount equal to all sales taxes, use taxes and similar taxes imposed on the fees payable by you to us hereunder and on services or goods furnished to you by us at the same time as you remit such fees to us, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on us for doing business in the state where the Franchised Business is located or other federal, state or local taxes assessed against our income.

3.7 Method of Payment; Electronic Transfer of Funds

You must use the commercial billing service, and the computer program associated with this service, as we designate, to process payments owed to us under this Agreement and any other agreement with us, as well as payments from customers and other payments and fees. You must allow the commercial billing service to allow us the unrestricted right to access and review all of your records and reports related to your Franchised Business, including, without limitation, all Gross Sales information and financial reports. You must send us monthly, signed Gross Sales Reports setting forth the Gross Sales generated in the immediately preceding month on the date we designate. The Gross Sales Reports must set forth your monthly Gross Sales generated during the previous month, and any other information we may require or designate. We may change the form and content of the Gross Sales Reports periodically. Currently, we require you to pay the Royalty Fee on a monthly basis, via electronic funds transfer (“EFT”), under which payments due to us under this Agreement and any other agreement between you and us, are automatically deducted from your bank accounts and paid to us. We reserve the right to: (a) designate a different method of payment other than EFT; and (b) to require you to pay the Royalty Fee and/or Advertising Fund Contributions (and any other recurring payment due to us) on a weekly or bi-monthly, or other recurring basis, as we designate, effective on written notice to you. You shall execute and deliver any and all documents necessary in order to effectuate EFT transactions, including, but not limited to, the agreement attached hereto as Exhibit G and any documents required by your bank and as required by our bank. You shall provide us with continuous access to such an account for the purpose of receiving any payments due to us. You shall ensure that the balance in the account is sufficient to cover amounts owed to us prior to the date such amounts are due. Once established, you shall not close the account without our consent.

3.8 Interest on Late Payments

All Royalty Fees, Advertising Fund Contributions, amounts due for purchases by you from us and/or our Affiliates and other amounts that are not received by us within five (5) days after the due date shall bear interest at the rate of eighteen percent (18%) per annum (or the highest rate allowed by law, whichever is lower) from the date payment is due to the date payment is received by us. You shall pay us for all costs incurred by us in the collection of any unpaid and past-due Royalty Fees, Advertising Fund Contributions or any other amounts due us, including reasonable accounting and legal fees.

3.9 Application of Payments

Notwithstanding any designation by you, we have the right to apply any payments by you to any past due indebtedness of yours and accrued interest thereon for Royalty Fees, Advertising Fund Contributions, purchases from us and/or our Affiliates or any other amount owed to us.

3.10 Non-Compliance Fee

In the event the Franchisee is not in compliance with any terms of this Agreement or the Manual, Franchisee shall pay to Franchisor a non-compliance fee equal to Five Hundred Dollars (\$500.00) per incident per week (“Non-Compliance Fee”).

ARTICLE 4 TERM AND RENEWAL

4.1 Initial Term

This Agreement shall be effective and binding for an initial term of ten (10) years from the Effective Date, unless sooner terminated pursuant to Section 16.

4.2 Renewal Term

Subject to the conditions below, you have the right to obtain a renewal franchise at the expiration of this Agreement by entering into a new franchise agreement with us. The term for a successor franchise is an additional ten (10) years. To qualify for a renewal franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

4.2.1 You have, during the entire term of this Agreement, substantially complied with all material provisions;

4.2.2 You have access to and, for the duration of the renewal franchise's term, the right to remain in possession of the Approved Location, or a suitable substitute location approved by us, which is in full compliance with our then-current specifications and standards;

4.2.3 You have, at your expense, made such capital expenditures as were necessary to maintain uniformity with any System modifications required by us such that the Franchised Business reflects our then-current standards and specifications;

4.2.4 You have satisfied all monetary obligations owed by you to us (or any Affiliate), and have timely met these obligations throughout the term of this Agreement;

4.2.5 You are not currently in default in any material respect of any provision of this Agreement or any other agreement between you and us and have not been in default in any material respect more than twice during the initial term;

4.2.6 You have given written notice of your request for a renewal franchise not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement, provided that we have no obligation to grant you a renewal franchise without the timely receipt of such notice;

4.2.7 You have executed our then-current form of franchise agreement, or have executed renewal documents at our election (with appropriate modifications to reflect the fact that the Franchise Agreement relates to the grant of a renewal franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee or Advertising Fund Contribution; provided, however, that you shall not be required to pay the then-current Franchise Fee but shall be required to pay a renewal fee equal to twenty-five percent (25%) of our then-current Franchise Fee;

4.2.8 You have complied with our then-current qualifications for a new franchisee and have agreed to comply with any training requirements; and

4.2.9 You have executed a general release of any and all claims against us, any Affiliate and against our respective officers, directors, shareholders, managers, members, partners, owners and employees.

ARTICLE 5 **APPROVED LOCATION**

5.1 Selection of Site

You shall, within ninety (90) days after the Effective Date, locate a proposed site for the Franchised Business and provide us with all of the information we require to evaluate the proposed site, including evidence of your favorable prospects for obtaining the site, such as a lease, purchase agreement or similar

document. We shall have ten (10) days after we receive all of the information required in order to review the proposed site. If we do not specifically approve the site within this ten (10) day period, the site is deemed not approved. If we approve of such selection, the site will be designated as the Approved Location for purposes of Section 2.2. If we do not approve of such selection, you shall continue your search for a suitable site for an additional thirty (30) days. If we and you still cannot agree on a site, we have the right to terminate your Franchise Agreement and keep the initial franchise fee.

We shall provide you with general guidelines to assist you in selecting a site suitable for the Approved Location. We have the right to approve or disapprove a proposed location based on such factors as we deem appropriate, including the condition of the premises, demographics and population density of the surrounding area, proximity to other Franchised Businesses, lease requirements, visibility, ease of access, available parking and overall suitability. You shall not locate the Franchised Business on a selected site without our prior written approval, which approval will not be unreasonably withheld or delayed. *We do not represent that we, any Affiliate or any of our owners or employees have special expertise in selecting sites. Neither our assistance nor approval is intended to indicate or indicates that the Franchised Business will be profitable or successful at the Approved Location. You are solely responsible for finding and selecting a site for the Franchised Business. Our approval of a proposed site only indicates that the site meets our minimum requirements for a Franchised Business at the time of our evaluation.*

5.2 Lease of Approved Location

After the approval of the Approved Location (and if the site is to be leased or purchased), within thirty (30) days you shall execute a lease for, or a binding agreement to purchase, the Approved Location, the terms of which must have been previously approved by us. We shall not unreasonably withhold our approval. *Our review of a lease or purchase agreement, or any advice or recommendation offered by us, shall not constitute a representation or guarantee that you will succeed at the Approved Location nor constitute an expression of our opinion regarding the terms of such lease or purchase agreement.*

We shall be entitled to require that nothing contained in any lease or purchase agreement is contradictory to, or likely to interfere with, our rights or your duties under this Agreement. You shall take all actions reasonably necessary to maintain the lease, if any, of the Approved Location while this Agreement is in effect. Any default for which the lease may be terminated shall also be deemed a default hereunder and the time to cure the same shall expire when the lease is terminated. We have the right to require that the lease for the Approved Location be collaterally assigned by you to us, pursuant to the terms of our standard collateral assignment of lease in the form attached hereto as Exhibit E, to secure performance by you of your obligation under this Agreement. Our approval of a lease shall be conditioned upon inclusion of terms in the lease acceptable to us and, at our option, the lease shall contain such provisions as we may reasonably require, including:

5.2.1 a provision reserving to us the right, at our election, to receive an assignment of the leasehold interest upon termination or expiration of the Franchise;

5.2.2 a provision expressly permitting the lessor of the premises to provide us all sales and other information lessor may have obtained or received relating to the operation of the Franchised Business, as we may request;

5.2.3 a provision requiring the lessor to provide us with a copy of any written notice of deficiency sent by the lessor to you, and granting to us the right (but not the obligation) to cure any deficiency under the lease should you fail to do so within fifteen (15) days after the expiration of the period in which you may cure the default;

5.2.4 a provision allowing you to display the Marks in accordance with the specifications required by the Manual, subject only to the provisions of applicable law;

5.2.5 a provision prohibiting the premises from being used for any purpose other than the operation of the Franchised Business;

5.2.6 a provision allowing us, upon expiration or termination of the lease, to enter the premises and remove any signs containing the Marks; and

5.2.7 a provision stating that upon default of this Agreement, we or our nominee have the right to take possession of the Approved Location and operate the Franchised Business.

5.3 Development of Approved Location

In connection with the development of the Approved Location, you shall:

5.3.1 engage a competent licensed architect and engineer to prepare, for our approval, final plans and specifications for improvement of the Approved Location based on the drawings provided to you by us. Our review is only meant to assess that the build-out of your Franchised Business is in compliance with our System standards and any drawings and specifications provided to you by us, and our review will not address compliance with any applicable law, ordinance or building code;

5.3.2 obtain all zoning classifications and clearances that may be required by state and local laws, ordinances or regulations, and submit to us, for our approval, final plans for construction based upon the preliminary plans and specifications;

5.3.3 obtain all building, utility, sign, health, and business permits and licenses, and any other permits and licenses required for the build-out and operation of the Franchised Business and certify in writing and provide evidence to us that all such permits and certifications have been obtained;

5.3.4 engage a qualified, licensed general contractor approved by us to complete construction of all required improvements to the Approved Location;

5.3.5 purchase any supplies or inventory necessary for the operation of the Franchised Business;

5.3.6 purchase and install all equipment, signs, furniture and fixtures, including any computer equipment, required for the operation of the Franchised Business.

5.4 Opening

A. Before opening the Franchised Business and commencing business, you shall:

5.4.1 fulfill all of your obligations pursuant to the other provisions of this Section 5;

5.4.2 furnish us with copies of all insurance policies required by this Agreement, or by the lease, or such other evidence of insurance coverage and payment of premiums as we may request;

5.4.3 complete initial training to our satisfaction, and ensure that all other required persons have completed initial training to our satisfaction;

5.4.4 hire the personnel necessary or required for the operation of the Franchised Business;

5.4.5 obtain all necessary permits and licenses;

5.4.6 if you are a business entity, you have caused each of your stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to us that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

5.4.7 pay in full all amounts due and owing to us.

5.4.8 fulfill your Grand Opening Advertising obligations as set out in Section 11.1

B. The parties agree and acknowledge that time is of the essence with respect to the opening of the Franchised Business, and accordingly, you must comply with all conditions in this Section 5.4 and open the Franchised Business within twelve (12) months after the Effective Date, or we may terminate this Agreement.

5.5 Use of Approved Location

You shall not use the Approved Location for any purpose other than for the operation of a Franchised Business in full compliance with this Agreement and the Manual, unless approved in writing by us.

5.6 Relocation

You shall not relocate the Franchised Business without our prior written consent. If the lease for the Approved Location expires or terminates without your fault or if the Franchised Business's premises is destroyed, condemned, or otherwise rendered unusable, or as otherwise may be agreed upon in writing by us and you, we may allow you to relocate the Franchised Business. Any such relocation shall be at your sole expense and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.3. You shall reimburse us for any costs incurred by us in providing assistance to you, including legal and accounting fees. Notwithstanding the foregoing, we have no obligation to provide relocation assistance. If no relocation site meets with our approval, this Agreement shall terminate as provided in Section 16.

ARTICLE 6 **PROPRIETARY MARKS**

6.1 Ownership

You acknowledge and understand that we are the owner or are the licensee of the owner of the Marks. Your right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by you pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by us. Any unauthorized use of the Marks by you is a breach of this Agreement and an infringement of our rights in and to the Marks. Your use of the Marks, and any goodwill created thereby, shall inure to our benefit. You shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to you. You shall not, at any time

during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

6.2 Limitations on Use

You shall not use any Mark or portion of any Mark as part of any business entity name or trade name, with any prefix, suffix or other modifying words, terms, designs or symbols or in any modified form, without our prior written consent. You shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by us. You shall give such notices of trademark and service mark registrations as we specify and obtain such fictitious or assumed name registrations as may be required under applicable law. You shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to you. You shall include on your letterhead, forms, cards and other such identification, and shall display at the Approved Location, a prominent notice stating that the Franchised Business is an “Independently Owned and Operated Franchise.” You shall not claim any rights in or to any Mark or modification or variation thereof.

6.3 Notification of Infringements and Claims

You shall promptly notify us of any infringement of the Marks or challenge to your use of any of the Marks or claim by any person of any rights in any of the Marks of which you have knowledge. You shall not communicate with any person other than us and, through your counsel, our counsel in connection with any such infringement, challenge or claim; provided, however, you may communicate with your own counsel at your own expense. We have the right to take any action in connection with any such infringement, challenge or claim and have the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks but we shall not be required to take such action. You shall, at our expense, execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be reasonably necessary or advisable to protect and maintain our interests in any such litigation or other proceeding or to otherwise protect and maintain our interest in the Marks.

6.4 Indemnification of Use of Marks

We shall reimburse you for all expenses reasonably incurred by you in any trademark or similar proceeding disputing your authorized use of any Mark, provided that you have timely notified us of such proceeding and have complied in all material respects with this Agreement and our directions in responding to such proceeding. At our option, we or our designee may defend and control the defense of any proceeding arising directly from your use of any Mark. This indemnification shall not include any expenses you incur related to ~~of~~ removing signage or discontinuance of the use of the Marks. This indemnification shall not apply to litigation between us and you wherein your use of the Marks is disputed or challenged by us. This indemnification shall not apply to any separate legal fees or costs incurred by you in seeking independent counsel separate from the counsel representing us and you in the event of litigation disputing our and your use of the Marks.

6.5 Discontinuance of Use

If it becomes necessary for you to modify or discontinue use of any of the Marks, or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, you shall, at your sole cost and expense, comply with our directions within a reasonable time after notice to you by us. We shall not reimburse you for your expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by you to promote a modified or substitute Mark.

6.6 Right to Inspect

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that you are properly employing the Marks in the operation of the Franchised Business, we and our designees have the right to enter and inspect the Franchised Business and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which you render services and conduct activities and operations, and to inspect facilities, equipment, accessories, products, supplies, reports, forms and documents and related data to ensure that you are operating the Franchised Business in accordance with the quality control provisions and performance standards established by us. We and our agents shall have the right, at any reasonable time, to remove sufficient quantities of products, supplies or other inventory items offered for retail sale, or used in rendering services, to test whether such products or items meet our then-current standards. We or our designee have the right to observe you and your employees during the operation of the Franchised Business and to interview and survey (whether in person or by mail) clients and employees and to photograph and videotape the premises.

6.7 Our Sole Right to Domain Name

You shall not establish, create or operate an Internet site or website using a domain name or uniform resource locator containing the Marks or the word “Lashkind” or any variation thereof. You shall not advertise on the Internet using the name “Lashkind” or any other Mark. We are the sole owner of all right, title and interest in and to such domain names as we shall designate in the Manual.

ARTICLE 7

TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION

7.1 Requirement of Confidentiality

You acknowledge that we will disclose Trade Secrets and other Confidential Information to you during the training program, through the Manual, and as a result of guidance furnished to you during the term of this Agreement. You shall not acquire any interest in ~~the~~ Trade Secrets or other Confidential Information, other than the right to utilize it in the development and operation of the Franchised Business and in performing your duties during the term of this Agreement. You acknowledge that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. You acknowledge that the Trade Secrets and other Confidential Information are proprietary and are disclosed to you solely on the condition that you (and all holders of a legal or beneficial interest in you and all officers, directors, executives, managers and members of the professional staff of yours): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information. You shall enforce this Section as to your employees, agents and representatives and shall be liable to us for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them. This Section shall survive the termination of this Agreement indefinitely.

7.2 Additional Developments

All ideas, concepts, techniques or materials concerning the Franchised 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 our sole and exclusive property and works made-for-hire for us, and no compensation will be due to you or your owners or employees therefor. We may incorporate

such items into the System. To the extent any item does not qualify as a “work made-for-hire” for us, you shall assign ownership of that item, and all related rights to that item, to us and shall sign any assignment or other document as we reasonably request to assist us in obtaining or preserving intellectual property rights in the item. We shall disclose to you concepts and developments of other franchisees that are made part of the System. As we may reasonably request and at our expense, you shall take all actions reasonably necessary to assist our efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by you or not.

7.3 Exclusive Relationship

You acknowledge that we would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among franchisees if owners of Franchised Businesses and members of their immediate families and households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither you nor any holder of a legal or beneficial interest in you (or any member of their immediate families and households), nor any officer, director, executive, or manager of yours, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

7.3.1 Divert or attempt to divert any business or client of the Franchised Business to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System; or

7.3.2 Own an interest in, manage, operate, or perform services for any Competitive Business wherever located.

7.3.3 solicit or otherwise attempt to induce or influence any employee or other business associate of ours or any other Franchised Business to compete against, or terminate or modify his, her or its employment or business relationship with, us or any other Franchised Business.

7.4 Nondisclosure and Non-Competition Agreements with Certain Individuals

In addition to the restrictive covenants set forth in Section 7.3 above, we have the right to require you and any holder of a legal or beneficial interest in you, and any officer, director, executive, or manager of yours, to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached hereto as Exhibit B, upon execution of this Agreement or prior to each such person’s affiliation with you. Upon our request, you ~~shall~~ should provide us with copies of all nondisclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at your offices and are subject to audit or review as otherwise set forth herein. We shall be a third-party beneficiary with the right to enforce covenants contained in such agreements.

7.5 Reasonableness of Restrictions

You acknowledge that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, we would not have entered into this Agreement. You acknowledge that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of us, the Trade Secrets and other Confidential Information, the System and the Marks and you waive any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then you shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such

restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be fully enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

7.6 Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

You further acknowledge that an actual or threatened violation of the covenants contained in Article 7 of this Agreement will cause us immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, we shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by you of this Agreement, such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that we may have at law or in equity.

ARTICLE 8 **TRAINING AND ASSISTANCE**

8.1 Training (LashKind U)

You must attend and complete, to our satisfaction, our designated initial training program which program covers the business and administrative aspects of the operation of a System Business as we determine appropriate and may include sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques, record keeping and reporting procedures and other operational issues. We may conduct all or any portion of the initial training program remotely, including through currently existing or future developed technology platforms.

~~Unless we designate otherwise, the first portion of the initial training will take place remotely and is estimated to last between two (2) and three (3) days. We reserve the right to provide and to require you to attend the first portion of the initial training at our Head Office. You are responsible for all costs and expenses associated with attending the initial training program, including, without limitation, all travel, lodging, meals and other accommodation expenses (estimated to range between \$940 and \$1700).~~

~~After completion of the Head Office training, you~~ You will receive remote brand and operations training, as we designate, in the weeks prior to opening. This portion of the initial training program covers the business and administrative aspects of the operation of a Franchised Business and, unless we designate otherwise, will be facilitated by one or more “Franchise Business Coaches” (each an “FBC”) and a member of our marketing team under the supervision of our Vice President of Marketing and may take the forms of weekly calls and/or on-line training sessions.

~~Just prior to opening, you must complete our designated onsite~~ Onsite training, which is conducted at your location just prior to opening and lasts approximately four (4) to six (6) days. The cost is approximately Six Thousand Seven Hundred Seventy Dollars (\$6,770) to Eleven Thousand Seven Hundred Seventy Dollars (\$11,770). You are responsible for our trainers’ salary, flight, lodging, meals and accommodations, as well as a per diem fee in the amount we designate (currently \$80) (the “Per Diem Fee”), immediately upon your receipt of an invoice from us. ~~This amount is estimated to range between \$2,150 to \$3,180.~~

~~Prior to opening, you and your stylists must attend and complete “LASHKIND U”, our onsite training program for your Lead Stylist(s) and stylists and is conducted at your location prior to opening. It is five (5) to ten (10) days long and you must pay the trainee’s wages and the trainers’ salary and expenses including travel, accommodation and per diem. We estimate these costs will be between Eight Thousand Six Hundred Sixty Dollars (\$8,660) to Thirteen Thousand One Hundred Thirty Two Dollars (\$13,132)~~

~~depending on travel. This estimate includes trainee's wages and the trainer's salary, flight, accommodation and per diem.~~

~~Within the first year of operation, between~~ Between the fourth (4th) and twelfth (12th) months of your first (1st) year of operation, we will ~~may~~ conduct an On-Site Coaching Visit to ~~at~~ your Franchised Business-You. Should this occur you are responsible for all costs associated with such training, including our On Site Coaching Teams' salary, flight, lodging, meals and accommodations, immediately upon your receipt of an invoice from us. ~~This amount is estimated between \$830 and \$1,520.~~

You must also complete any and all remote training we require, including remote training to be provided by System vendors, as part of the initial training program. We reserve the right to change the initial training program at any time. If you fail to attend and complete our initial training program to our satisfaction, we have the right to terminate your Franchise Agreement, effective on notice to you.

8.2 Opening Assistance

In conjunction with the opening of the Franchised Business, we shall provide general assistance and guidance. If you request additional assistance with respect to the media launch, the opening or continued operation of the Franchised Business, and should we deem it necessary and appropriate to comply with such request, you shall pay our then-current standard rates, plus expenses, for such additional assistance.

8.3 Failure to Complete Initial Training Program

If we determine that you or your manager are unable to satisfactorily complete the applicable training program described in Section 8.1 above, we shall have the right to terminate this Agreement and keep your Franchise Fee.

8.4 New General Manager

If you are a business entity and, after beginning operations, you name a new General Manager, then the new General Manager must complete the initial training program to our satisfaction within thirty (30) days. You shall pay our then-current training fee and shall pay for the ~~trainee's~~ trainees' expenses while attending training, including travel, lodging, meals, wages and benefits.

8.5 First Year Coaching Program; Ongoing Training

During the twelve (12) month period following the date on which you open the Franchised Business, you must participate in our designated "first-year coaching program" at your sole cost and expense. From time to time during the term of this Agreement, we may, at our discretion, provide ongoing, remedial or refresher onsite training programs. We may designate any such training programs as mandatory for you, your General Manager and/or other of your employees. You shall be responsible for all costs associated with this training, including our then-current Per Diem Fee for each trainer we send to you and you must reimburse our expenses for sending the trainer(s) to you.

8.6 Annual Meeting

We may, in our discretion, conduct an annual meeting and/or convention of franchisees to discuss the System, changes to the System, new offerings and/or refresher training. If we choose to hold an annual meeting or conference, attendance will be mandatory for you (or if you are a legal entity, your owner responsible for Franchised Business operations). You must pay our then-current non-refundable per person fee for each attendee from your Franchised Business (which fee is due and payable on the date we designate

regardless of your attendance), and you must also pay all of the expenses your attendees incur while at the annual meeting, including travel, lodging, meals, wages and benefits.

8.7 Additional On-Site Assistance and Training

At your reasonable request, subject to our availability and as we determine appropriate in our sole and absolute discretion, we shall provide additional assistance and/or training at your Franchised Business. If we agree to provide such additional assistance and/or training at your Franchised Business, you must pay to us our then-current additional training fee (currently \$300 per trainer per day), plus our then-current Per Diem Fee for each trainer sent to the Franchised Business to provide training and, all costs and expenses for providing such trainer(s), including travel, lodging and meals expenses.

ARTICLE 9 CONFIDENTIAL OPERATIONS MANUAL

9.1 Loan to You

While this Agreement is in effect, we shall grant you access to an electronic copy of the Manual. You shall conduct the Franchised Business in strict accordance with the provisions set forth in the Manual. The Manual may consist of one (1) or more separate manuals and other materials as designated by us and may be in written or electronic form. We own the copyrights in the Manual; you shall not copy or duplicate the Manual in whole or in part. The Manual shall, at all times, remain our sole property and shall promptly be returned to us upon expiration or termination of this Agreement.

9.2 Revisions

We have the right to add to or otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by us; provided, however, that no such addition or modification shall materially alter your fundamental status and rights under this Agreement. We may make such additions or modifications without prior notice to you. You shall immediately, upon notice, adopt any such changes. If a dispute as to the contents of the Manual arises, the terms of the master copy of the Manual maintained by us at our headquarters shall be ~~controlling~~ in control. You are expected to review and comply with all changes at your sole cost and expense.

9.3 Confidentiality

The Manual contains our Trade Secrets and other Confidential Information and shall be kept confidential by you both during the term of the Franchise and subsequent to the transfer, expiration or termination of this Agreement. You shall at all times ensure that your copy of the Manual is available at the Approved Location in a current and up-to-date manner. If stored on computer-readable media, you shall maintain the Manual in a locked receptacle at the Approved Location, or if in electronic form, you shall maintain the Manual in a password-protected file. You shall only grant authorized personnel, as defined in the Manual, access to the key or combination of such receptacle or the password to such file (or Internet site, if the Manual is maintained on-line by us in a password-protected site). You shall not disclose, duplicate or otherwise use any portion of the Manual in an unauthorized manner.

ARTICLE 10
FRANCHISE SYSTEM

10.1 Uniformity

You shall strictly comply, and shall cause the Franchised Business to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Manual or other communications supplied to you by us.

10.2 Modification of the System

We have the right to change or modify the System from time to time including, without limitation, the adoption and use of new or modified Marks or copyrighted materials, and new or additional computer hardware, software, support services, equipment, inventory, supplies or sales and marketing techniques. You shall accept and use any such changes in, or additions to, the System as if they were a part of this Agreement as of the Effective Date. You shall make expenditures for such changes, additions or modifications in the System that may be reasonably required. Any required expenditure for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2.

10.3 Variance

We have the right to vary standards, materials or specifications for any franchisee based upon that particular franchisee's qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition that we deem to be of importance to the successful operation of any particular Franchised Business. We shall not be required to disclose or grant to you a like or similar variance hereunder.

ARTICLE 11
ADVERTISING AND PROMOTIONAL ACTIVITIES

11.1 Grand Opening Advertising

You must, unless we designate otherwise, pay us an amount ranging from Twelve Thousand Five Hundred Dollars (\$12,500) and Fifteen Thousand Dollars (\$15,000) as we designate, for grand opening advertising and marketing ("Grand Opening Advertising Expenditure") for your Franchised Business. You must pay us the Grand Opening Advertising Expenditure on the date we designate, which date will be after you sign your Franchise Agreement, but before the grand opening campaign commences (which is typically about two months before you are scheduled to open). We have the right to retain an administrative fee of up to fifteen percent (15%) of the Grand Opening Advertising Expenditure. We may require you to pay a portion of the Grand Opening Advertising Expenditure directly to vendors we designate. The Grand Opening Advertising campaign will generally begin approximately two (2) months before the scheduled opening date and continue for approximately three (3) months following the opening of the Franchised Business. The Grand Opening Advertising Expenditure is non-refundable. You are not permitted to use any advertising materials, including grand opening materials, unless you have submitted the materials first to us for our review and approval, and you have received written out written approval. If we do not respond within fifteen (15) days of your submission, the materials are deemed disapproved. The Grand Opening Advertising expenditures shall be in addition to any Local Advertising expenditures, Advertising Fund Contributions or other advertising programs or incentives. You must provide us with an accounting of the funds spent on the campaign, upon our request and as specified from time to time in writing. We reserve the right to have you deposit all or a portion of your Grand Opening funds with us prior to the start of the campaign or upon our request. If we require this of you, we will coordinate the allocation of these funds on

your behalf for paid marketing activity and the purchase of marketing collateral and promotional material. Any ~~expenditures~~expenditure made on your behalf shall be non-refundable.

11.2 Local Advertising

11.2.1 Commencing on the four-month anniversary of the date on which you launch your Grand Opening Advertising campaign and continuing each month thereafter, you shall spend the greater of (a) \$1,500 or (b) one percent (1%) of the previous month's Gross Sales on advertising, promotions and public relations within the Protected Territory ("Local Advertising"). After the expiration of the 12-month anniversary of the opening date, we may, in our discretion, lower the Local Advertising expenditure requirement to \$1,000 or such other lower amount as we designate. Local Advertising expenditures shall be made directly by you to providers of advertising services, provided, however, that any advertising you propose to use must first be approved by us. We reserve the right to designate mandated suppliers for local marketing and advertising services (including online social media marketing service providers). Within thirty (30) days of a request from us, you shall provide us with evidence of your Local Advertising expenditures, including verification copies of the advertising, receipts of expenditures, and any other information that we may require. We reserve the right to require you to pay the Local Advertising Expenditure directly to us or our affiliate, in which event we and/or our affiliate will expend the Local Advertising Expenditure amount for advertising, promotions and public relations in the local area surrounding the Franchised Business.

11.2.2 All advertising must be completely ethical and not misleading, must be conducted professionally and must conform to our standards. Any advertising that has not been furnished by us or that we have not approved within the preceding twelve (12) months must be submitted to us for our review. We will have fifteen (15) days after our receipt of the materials to advise you whether they are approved or not. If we do not provide you with oral or written approval within ~~this~~these fifteen (15) days, the materials are deemed not approved. Any advertising or promotional materials you provide to us for our review will become our property, and there will be no restriction on our use or dissemination of these materials. We reserve the right to require you to include certain language in your advertising, including, but not limited to, "Franchises Available", our Website address and our telephone number.

11.2.3 You shall prominently display at the Franchised Business any franchise brochures that we provide, at our cost, including brochures related to the franchise opportunity offered by us.

11.2.4 You are not permitted to market, advertise or promote the Franchised Business outside of the Protected Territory unless you receive our prior written approval, which we may grant, revoke or withhold in our sole and absolute discretion.

11.3 Advertising Fund

We have established the Advertising Fund, as defined in Section 3.3. The Advertising Fund shall be maintained and administered by us or our designee as follows:

11.3.1 We shall oversee all marketing programs, with sole control over the creative concepts, materials and media used in such programs, and the placement and allocation thereof. We do not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Advertising Fund. The program(s) may be local, regional or System-wide.

11.3.2 Your Advertising Fund Contributions may be used to meet the costs of, or reimburse us for our costs of, producing, maintaining, administering and directing consumer advertising (including, without limitation, the cost of developing, supporting and/or administering mobile applications; preparing and conducting television, radio, Internet, magazine, newspaper, and direct mail advertising

campaigns and other advertising and public relations activities; developing and/or hosting an Internet web page or site and similar activities; employing advertising agencies to assist therein; providing promotional brochures; conducting market research; attending franchise conventions and industry conventions; salaries and compensation for employees performing marketing and promotional related duties or functions and providing other marketing materials to franchisees). We may conduct all advertising and public relations in-house, or we may use a national or regional advertising or public relations agency. All Advertising Fund Contributions shall be maintained in a separate account from our monies and shall not be used to defray any of our general operating expenses, except we may use Advertising Fund Contributions for administrative costs and fees of up to 15% of Advertising Fund Contributions, in addition to salaries and overhead related to the administration of the Advertising Fund, and reasonable costs and expenses, if any, that we may incur in activities reasonably related to the administration of the Advertising Fund.

11.3.3 We shall endeavor to spend all Advertising Fund Contributions on marketing programs and promotions during our fiscal year within which such contributions are made. If excess amounts remain in any Advertising Fund at the end of such fiscal year, then such amounts shall carry forward to the next fiscal year.

11.3.4 Although we intend the Advertising Fund, if established, to be of perpetual duration, we have the right to terminate the Advertising Fund at any time. The Advertising Fund shall not be terminated, however, until all Advertising Fund Contributions have been expended for advertising and promotional purposes or returned to you, other franchisees and company or Affiliate-owned units on a *pro rata* basis based on total Advertising Fund Contributions made in the aggregate by each contributor.

11.3.5 While we will not use Advertising Fund contributions principally for the purpose of soliciting franchise sales, we may include statements about the availability of information regarding the franchise opportunity and the purchase of a franchise in any advertising, promotional or other items produced, circulated and/or distributed using Advertising Fund Contributions. Each Lashkind business operated by us or our Affiliates shall make Advertising Fund Contributions at the same rate as franchisees. Vendors and suppliers may, if we permit, contribute to the Advertising Fund.

11.3.6 An unaudited statement of the Advertising Fund shall be prepared annually, and we will provide you with a copy within a reasonable time after the statement's issuance if you request a copy on or before March 31st of the following year. You will not be entitled to receive the statement if you fail to timely submit the written request to us. We may require that the annual accounting be audited by an independent certified public accountant at the expense of the Advertising Fund.

11.3.7 You acknowledge that the Advertising Fund is not a trust, and we assume no fiduciary duty in administering the Advertising Fund.

11.4 Cooperative Advertising

We have the right, but not the obligation, to create a Cooperative Advertising program for the benefit of Franchised Businesses located within a particular region, or we may approve of such a Cooperative formed by franchisees within a particular region. If a Cooperative is formed for an area that includes the Protected Territory, then you shall participate in and contribute to the Cooperative. We will determine the amount and frequency of contributions that its members must make to the Cooperative, and how this money is spent. Any amounts that you contribute to a Cooperative will count toward your Local Advertising requirement described in Section 11.2 above; however, if the amount you contribute to a Cooperative is less than the amount you are required to expend on Local Advertising, you must nevertheless spend the difference locally. We will retain the authority to create, change, merge or dissolve any advertising cooperative.

11.5 Website

11.5.1 We have established and maintain a Website, which may, without limitation, promote the Marks, System Businesses and any or all of the products and services offered at Franchised Businesses, the franchising of System Businesses, and/or the System. We shall have the sole right to control all aspects of the Website, including without limitation its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage; we shall also have the right to discontinue operation of the Website.

11.5.2 We shall have the right, but not the obligation, to designate one or more web page(s) to describe you and/or the Franchised Business, with such web page(s) to be located within our Website. You shall comply with our policies with respect to the creation, maintenance and content of any such web pages; and we shall have the right to refuse to post and/or discontinue posting any content and/or the operation of any web page.

11.5.3 You shall not establish a separate Website without our prior written approval (which we shall not be obligated to provide). If approved to establish a Website, you shall comply with our policies, standards and specifications with respect to the creation, maintenance and content of any such Website. You specifically acknowledge and agree that any Website owned or maintained by you or for your benefit shall be deemed “advertising” under this Agreement; and will be subject to (among other things) our approval under this Article 11.

11.5.4 We shall have the right to modify the provisions of this Section 11.5 relating to Websites as we shall solely determine is necessary or appropriate.

11.5.5 You understand and agree that you are strictly prohibited from promoting the Franchised Business or using any of the Marks in any manner on any website, including, but not limited to, social media or networking websites, the use of social media in your Franchised Business’s operation, including prohibitions on your and the Franchised Business’s employees posting or blogging comments about the Franchised Business (“Social Media” includes personal blogs, common social networks like Facebook, Instagram and Pinterest; professional networks like LinkedIn; live-blogging tools like Twitter and Snapchat; virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). If we permit you to use Social Media, you will be required to comply with our designated Social Media guidelines, rules and regulations, which we may alter or revise from time to time, and we may revoke our approval at any time on notice to you. Further, we shall own all passwords associated to your Social Media accounts, and upon termination or non-renewal, they shall revert to us.

11.5.6 You shall not use the Marks or any abbreviation or other name associated with us and/or the System as part of any e-mail address, domain name, and/or other identification of you in any electronic medium. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail or other electronic media without our prior written consent as to your plan for transmitting such advertisements.

11.6 Telephone Numbers, Internet Listings, etc.

You must list and advertise the telephone number(s) for the Franchised Business in the “white pages” telephone directory, and you may, if you choose, place Yellow Pages trademark listings and other business listings in the telephone directory (or directories) distributed in the Protected Territory and in such directory heading or category as specified by us. If a joint listing is obtained, all Franchised Businesses listed together shall pay a *pro rata* share of the cost of the advertisements and listings. Telephone directory advertising expenditures are in addition to, and not included in, your Local Advertising obligations.

You, at our option, shall assign to us all rights to the telephone numbers of the Franchised Business and any related Yellow Pages trademark listing or other business listings and execute all forms and documents required by us and any telephone company at any time to transfer such service and numbers to us. Further, you shall assign to us all Internet listings, domain names, Internet accounts, advertising on the Internet or world wide web, websites, listings with search engines, email addresses or any other similar listing or usage related to the Franchised Business. You shall thereafter use different telephone numbers, email addresses or other listings or usages at or in connection with any subsequent business conducted by you.

11.7 Advisory Councils

We may establish an advisory council to work with us to improve various aspects of the System, including advertising campaigns, new products and services, and other matters. Its members are made up of franchisees and our representatives. The franchisee representatives may be chosen by us or elected by other franchisees. The advisory council will act in an advisory capacity only and will not have decision-making authority. We will have the power to form, merge, change or dissolve any advisory council, in our discretion.

11.8 Brand Maintenance

As described in Section 3.3, you must pay ~~to us~~ a Brand Maintenance Fee. The Brand Maintenance Fee covers social media, web, public relations, best practices coaching, corporate direction and collaboration around event planning and management.

ARTICLE 12 **ACCOUNTING, RECORDS, AND REPORTING OBLIGATIONS**

12.1 Records

During the term of this Agreement, you shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by us in the Manual or otherwise in writing. You shall notify us in writing when you have engaged the services of a bookkeeper. You are required to use QuickBooks and we may require you to include certain items in your Chart of Accounts. You shall retain during the term of this Agreement, and for five (5) years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by us or required by law.

12.2 Gross Sales Reports

You shall maintain an accurate record of Gross Sales and shall deliver to us a statement of Gross Sales (“Gross Sales Report”) for each month in a form that we approve or prescribe. The Gross Sales Report for the preceding calendar month must be provided to us by the third (3rd) day of each month.

12.3 Financial Statements

You shall supply to us on or before the fifteenth (15th) day of each month, in a form approved by us, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the calendar year-to-date. These financial statements must be accurate and ~~shall~~should commence from your first month of operation. You shall, at your expense, submit to us within ninety (90) days after the end of the calendar year an income statement for the calendar year just ended and

a balance sheet as of the last day of the calendar year. Such financial statements shall be prepared in accordance with generally accepted accounting principles applied on a consistent basis. If required by us, such financial statements shall be reviewed or audited by a certified public accountant. You shall submit to us such other periodic reports in the manner and at the times specified in the Manual or otherwise in writing.

12.4 Other Reports

You shall submit to us copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as we may reasonably request from time to time or as specified in the Manual. We shall have the right to release financial and operational information relating to the Franchised Business to our lenders or prospective lenders. You shall certify as true and correct all reports to be submitted pursuant to this Agreement.

12.5 Computer System

You shall purchase, install and use a computer and point-of-sale system consisting of hardware and software in accordance with our specifications and shall upgrade and maintain such systems in accordance with our requirements. We may also require you to use mobile applications, as we designate, which may include proprietary mobile apps and/or other mobile apps created or designated for the System at your sole cost and expense. We shall have full access at all times during the term of this Agreement to all of your computer and point-of-sale data and systems and all related information for any purpose we deem appropriate, including to permit us to verify your compliance with its obligations under this Agreement. You shall install any communications equipment necessary to permit our full access, at your expense.

You shall, at all times during the term of this Agreement, have technical support and maintenance contracts for your computer system and point-of-sale system as prescribed by us. In addition, in our discretion, we may require you to update, upgrade and/or replace its computer system and point-of-sale system (including hardware and software components), and there are no contractual limitations on our right to require you to obtain such updates, upgrades and/or replacements, or the cost of such updates, upgrades and/or replacements. Neither we nor any affiliate of ours will provide you with any maintenance, updates or upgrades for your computer system or software.

We may, from time-to-time, specify in the Manual or otherwise in writing the information that you shall collect and maintain on the computer system installed at the Franchised Business, and you shall provide to us such reports as we may reasonably request from the data so collected and maintained. All data pertaining to the Franchised Business, and all data created or collected by you in connection with the System, or in connection with your operation of the Franchised Business (including without limitation data pertaining to or otherwise concerning the Franchised Business' customers) or otherwise provided by you (including, without limitation, data uploaded to, or downloaded from your computer system) is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you for the term of this Agreement, at no additional cost, solely for your use in connection with the business franchised under this Agreement.

12.6 Right to Inspect

We or our designee have the right, during normal business hours, to examine, copy and audit your books, records and tax returns. If the audit or any other inspection should reveal that any payments to us have been underpaid, then you shall immediately pay to us the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by law, whichever is lower). If the audit or any other inspection discloses an underpayment

or understatement of at least two percent (2%) of the amount due for any period covered by the audit, or if the audit is required due to your failure to provide required reports to us, you shall, in addition to any other payments required above, reimburse us for any and all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or at law.

12.7 Release of Records

At our request, you shall authorize and direct any third parties, including accounting professionals, to release to us all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Sales, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to us on a monthly basis for the length of the unexpired term of this Agreement or until such time as we withdraw our request. You shall execute all documents necessary to facilitate the release of records referenced herein to us. You acknowledge and agree that we may use any and all information, including financial performance information, in any manner we deem appropriate, including, without limitation: (a) in connection with financial performance representations made in our franchise disclosure documents, and (b) sharing such information with other System franchisees for benchmarking and other purposes.

ARTICLE 13 STANDARDS OF OPERATIONS

13.1 Authorized Products, Services and Suppliers

You acknowledge that the reputation and goodwill of the System is based in large part on offering high quality products and services to your clients. Accordingly, you shall provide or offer for use at the Franchised Business only those products, supplies, signs, equipment and other items and services that we from time to time approve (and that are not thereafter disapproved) and that comply with our specifications and quality standards. If required by us, any such items or services shall be purchased only from Approved Suppliers that we designate or approve (which might include, or be limited to, us or an Affiliate). You must carry an inventory of designated items and products which you must purchase from our approved and designated suppliers, which items and/or products may include beauty care products, styling tools, accessories, make-up and other designated inventory items. You shall not offer for sale, sell or provide through the Franchised Business or from the Approved Location any products or services that we have not approved, and you shall not use any unapproved products, styling tools, make-up or inventory items in connection with the operation of the Franchised Business.

13.1.1 Without limiting the foregoing, unless we designate otherwise, you must purchase millwork, stylist chairs, fixtures, décor, signage, paper goods, retail products, eyebrow and eyelash inventory, make-up products, computer hardware and software, salon account management tools and software services, candidate recruitment management services, accounting software, local advertising services (e.g. Yelp), ~~Booker marketing suite software~~ and services from our designated or approved suppliers. We also require you to use ADP for your first year of operations for certain designated services. We reserve the right to modify this requirement and to designate a different vendor for such services, effective on notice to you.

13.1.2 We may provide you, in the Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, signs, equipment and other approved or specified items and services, and we may from time-to-time issue revisions to such list. If we are or an Affiliate is an Approved Supplier, you shall execute a standard form

purchase or supply agreement for the items to be supplied by us or any Affiliate, if we or the Affiliate require such an agreement. If you desire to: (a) use any services or products that we have not approved (for services and products that require supplier approval) or (b) purchase any product, item or service from a supplier other than an approved or designated supplier, you may send us a request for approval, however we are not required to review or consider such request. If we elect to consider your request, we may require you to send us the information and samples that we designate or request, including items and/or information we determine appropriate to determine whether an item, product or service complies with our standards and specifications and/ or whether the proposed supplier meets our criteria. You must reimburse us for all of our reasonable expenses in connection with determining whether we will approve an item, service or supplier. If we do not communicate our approval or disapproval of the alternate item, service or supplier, as applicable, within sixty (60) days, your request will be considered disapproved. Our approval process may focus on, among different or other criteria, the supplier's dependability, general reputation and ability to provide sufficient quantity of product or services, the products' or services' prices and quality, arrangements we already have in place with other designated or approved suppliers and/or impact on the system. Approval of a supplier may be conditioned on, among other things, the supplier's ability to provide sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section shall be construed to require us to approve any particular supplier, or to require us to make available to prospective suppliers, standards and specifications that we deem confidential.

13.1.3 Notwithstanding anything contrary in this Agreement, we have the right to review from time to time our approval of any items or suppliers. We may revoke our approval of any item, service or supplier at any time by notifying you or the supplier. You shall, at your own expense, promptly cease using, selling or providing any items or services disapproved by us and shall promptly cease purchasing from suppliers disapproved by us.

13.1.4 We have the right to designate certain programs, products and/or services not otherwise authorized for general use as part of the System to be offered locally or regionally based upon such factors as we determine including, but not limited to, franchisee qualifications, test marketing and regional or local differences. We have the right to give our consent to one (1) or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.3 and shall not create any rights in you to provide the same products or services.

13.1.5 We may authorize you, as we determine appropriate in our sole and absolute discretion, to offer additional and/or ancillary approved services which are in addition to and different from the services you are required to offer in connection with the operation of the Franchised Business (the "Ancillary Services") in connection with the operation of the Franchised Business. If you qualify to incorporate Ancillary Services in connection with the operation of the Franchised Business, as we designate in our sole and absolute discretion, you must sign our then-current "Ancillary Services Addendum". A sample of the Ancillary Services Addendum, which form may change over time, is attached to this Agreement as Exhibit K. We reserve the right to charge you an additional training fee and/or to require you to pay us and/or third-party service providers training fees in connection with such Ancillary Services. You may also be required to purchase an initial and ongoing inventory of products, inventory and supplies for use in connection with the provision of the Ancillary Services.

13.1.6 We and/or our affiliates have the unrestricted right to derive, collect and retain rebates, markups and other benefits from suppliers and/or in connection with the furnishing of suppliers. Additionally, we and our affiliates have the right to impose markups in connection with the sale of goods and/or services we require you to purchase from us. You shall have no entitlement to or interest in any such rebates, markups or benefits.

13.2 Appearance and Condition of the Franchised Business

You shall maintain the Franchised Business and the Approved Location in “like new” condition, subject to reasonable wear and tear, and shall repair or replace furnishings, equipment, fixtures and signage as necessary to comply with the health and safety standards and specifications of us and your lessor and any applicable laws or regulations. The expense of such maintenance shall be borne by you and shall be in addition to any required System modifications, as described in Section 10.2.

13.3 Redecoration, Remodeling and Modernization of the Franchised Business

In conjunction with the transfer or renewal of this Franchise or at our request, which request shall not occur more frequently than every five (5) years, you shall redecorate, remodel, refurbish and/or modernize your Franchised Business to meet our then-current image for System Businesses. The redecoration, remodeling, refurbishing and/or modernization described in this Section 13.3 shall be in addition to any regular maintenance and cleaning that you must perform.

13.4 Ownership and Management

13.4.1 Unless you have appointed, with our approval, a General Manager for the Franchised Business, the Franchised Business shall, at all times, be under the direct supervision of an “Operating Principal.” If you are an individual, then you shall be the Operating Principal. If you are a corporate entity, then the Operating Principal shall have, at all times, a minimum ten percent (10%) ownership interest in you. The Operating Principal shall have completed our initial training program to our satisfaction. You shall keep us informed, in writing, at all times of the identity of your Operating Principal and General Manager. You must not engage in any business or other activities that will conflict with your obligations under this Agreement.

13.4.2 You shall notify us promptly if the Operating Principal or General Manager cannot continue to serve or no longer qualifies as an Operating Principal or a General Manager. You will have thirty (30) days from the date of the notice (or from any date that we independently determine the Operating Principal or General Manager no longer meets our standards) to take corrective action. During that thirty (30) day period, you shall provide for interim management of the Franchised Business in compliance with this Agreement.

13.4.3 You shall designate and retain at all times during the term of this Agreement the number of personnel as we require in the Manual or otherwise in writing.

13.4.4 We reserve the right to require any of your employees to execute covenants of confidentiality and non-competition, as described herein.

13.5 Days and Hours of Operation

You shall keep the Franchised Business open for business during normal business hours as specified in the Manual, subject to applicable law, as updated periodically via e-mail, facsimile, or other methods of communication.

13.6 Licenses and Permits

You shall secure and maintain in force all required licenses, permits and certificates necessary for the operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. You shall ensure that each of your employees has any certifications or licenses required by applicable law. We make no representation to you with regard to any

legal requirements that you must satisfy or comply with in connection with the operation of the Franchised Business. You shall be solely responsible for investigating and complying with all such laws, ordinances and regulations with regard to the operation of the Franchised Business.

13.7 Notification of Proceedings

You shall notify us in writing of the commencement of any action, suit or proceeding involving you or the Franchised Business, and of the issuance of any order, writ, injunction, award or decree that may affect the operation or financial condition of the Franchised Business not more than five (5) days after such commencement or issuance. You shall deliver to us not more than five (5) days after your receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects your failure to meet and maintain the highest applicable rating or your noncompliance or less than full compliance with any applicable law, rule or regulation. In addition, any and all consumer-related complaints shall be answered by you within fifteen (15) days after receipt thereof or such shorter period of time as may be provided in the complaint. A copy of said answer shall be forwarded to us within three (3) days of the date that said answer is forwarded to the complainant. Furthermore, in the event of any bona fide dispute as to liability for taxes assessed or other indebtedness, you may contest the validity or the amount of tax or indebtedness in accordance with procedures of the taxing authority or applicable law; provided, however, in no event shall you permit a tax sale or seizure by levy of execution or similar writ or warrant of attachment by a creditor to occur against the premises of the Franchised Business or any improvements thereon.

13.8 Compliance with Good Business Practices

You acknowledge that the quality of service, and every detail of appearance and demeanor of you and your employees, is material to this Agreement and the relationship created hereby. Therefore, you shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business. You shall at all times endeavor to give prompt, courteous and efficient service to clients of the Franchised Business. The Franchised Business shall in all dealings with its clients, vendors and the general public adhere to the highest standards of honesty, fair dealing and ethical conduct. If we deem that you did not fairly handle a complaint, we have the right to intervene. We have the right to terminate this Agreement for repeated violation of this Section. You shall reimburse us for all costs reasonably incurred by us in handling complaints for the Franchised Business pursuant to this Section.

13.9 Uniforms

You shall abide by any uniform requirements stated in the Manual. Uniforms, if required, must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets our specifications and quality standards for uniforms.

13.10 Credit Cards; Gift Cards, Series, Memberships and Prepaid Services

You shall, at your expense, lease or purchase the necessary equipment and/or software and shall have arrangements in place with Visa, MasterCard and such other credit card issuers as we may designate, from time to time, to enable the Franchised Business to accept such methods of payment from its clients. We may require that you use a certain merchant processor which benefits all franchisees in the System.

You shall sell or otherwise issue gift cards or certificates, series, memberships or other prepaid services (together "Prepays") that have been prepared utilizing the standard form of Prepays provided or designated by us, and only in the manner specified by us in the Manual or otherwise in writing. You shall fully honor all Prepays that are in the form provided or approved by us regardless of whether a Prepays was issued by you or another Franchised Business. You shall sell, issue, and redeem (without any offset against any Royalty Fees) Prepays in accordance with procedures and policies specified by us in the

Manual or otherwise in writing, including those relating to procedures by which you shall request reimbursement for Prepays issued by other Franchised Businesses and for making timely payment to us, other operators of Franchised Businesses, or a third-party service provider for Prepays issued from your Franchised Business that are honored by us or other Franchised Business operators.

We reserve the right to alter the terms and conditions of any gift card, series, membership or loyalty programs, including reserving the right to apply changes retroactively to benefits already accrued under such programs.

If the Agreement expires, is not renewed, or is terminated, you shall remain responsible for all pre-paid obligations incurred through the purchase of gift cards, series, memberships and/or loyalty programs, through your Franchised Business.

13.11 Best Efforts

You shall use your reasonable best efforts to promote and increase the sales and recognition of services offered through the Franchised Business. You shall require all of your employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all services and products provided as part of the System.

ARTICLE 14 **OUR ADDITIONAL OPERATIONS ASSISTANCE**

14.1 General Advice and Guidance; Pricing

We shall be available to render advice, discuss problems and offer general guidance to you by telephone, e-mail, facsimile, newsletters and other methods with respect to planning, opening and operating the Franchised Business.

We reserve the right, subject to restrictions imposed under applicable law, to require you to offer all products, items and services at prices not to exceed the prices we publish from time to time. We currently do not prohibit System franchisees from charging prices lower than our suggested prices for any item or service, however we reserve the right to do so in the future, to the maximum extent allowed under applicable law. We reserve the right to prohibit you from charging prices lower than our published prices for any item or service, to the maximum extent allowed by applicable law. Nothing contained herein shall be deemed a representation by us that if you follow such guidelines, you will, in fact, generate or optimize profits. You are obligated to inform us of all prices charged for services and products sold by you and to inform us of any modifications of your prices.

14.2 Periodic Visits

We or our designee shall make periodic visits to the Franchised Business for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. We or the designee who visits the Franchised Business may prepare, for the benefit of both us and you, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report may be provided to you at cost. You shall implement any required changes or improvements in a timely manner. If a Secret Shopper is utilized, you will be invoiced each month for these visits.

14.3 System Improvements

We shall communicate improvements in the System to you as such improvements may be developed or acquired by us and implemented as part of the System.

14.4 Marketing and Promotional Materials

We may periodically provide formats for advertising and promotional materials including ad-slicks, brochures, fliers and other materials to you for you to produce and use in the operation of the Franchised Business.

ARTICLE 15 **INSURANCE**

15.1 Types and Amounts of Coverage

At your sole expense, you shall procure, and maintain in full force and effect during the term of this Agreement, the types of insurance we require in the Manual or otherwise in writing. All policies (except any workers' compensation insurance) shall expressly name us as an additional insured. All policies shall contain a waiver of all subrogation in our favor and also our successors and assigns and non-contributory. All insurance policies shall be obtained no later than thirty (30) days before the Franchised Business opens for business. Unless we designate otherwise, there is no designated premises endorsement or limitation to the location of the Franchised Business physical address permitted. We may delay your opening until all required insurance ~~coverages have~~ coverage has been obtained.

In addition to any other insurance that may be required by applicable law, or by the lender or lessor for the Approved Location premises, or as may be required by us in the future, you shall procure:

15.1.1 commercial general liability with limits of not less than One Million Dollars (\$1,000,000);

15.1.2 professional liability with limits of One Million Dollars (\$1,000,000);

15.1.3 business interruption insurance;

15.1.4 contents coverage, including tenant's improvements value, at replacement cost;

15.1.5 sewer back-up insurance;

15.1.6 boiler insurance; and

15.1.7 workers' compensation, employer's liability and other insurance required by applicable state laws.

15.1.8 a bond in an amount commensurate to cover your prepaid liabilities, including but not limited to Gift Cards, Series, Prepays, and Memberships sold by you.

15.2 Future Increases

We have the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

15.3 Carrier Standards

Such policies shall be written by an insurance company licensed in the state in which you operate and having at least an “A” Rating Classification as indicated in the latest issue of A.M. Best’s Key Rating Guide.

15.4 Evidence of Coverage

Your obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance that may be maintained by us, nor shall your performance of this obligation relieve you of liability under the indemnity provisions set forth in Section 21.3. You shall provide, annually, or more frequently if requested by us, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days’ prior written notice to us and shall reflect proof of payment of premiums.

15.5 Failure to Maintain Coverage

Should you not procure and maintain insurance coverage as required by this Agreement, or if not produced by you upon our request, we have the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to you, which charges, together with a reasonable fee for expenses incurred by us in connection with such procurement, shall be payable by you immediately upon notice.

ARTICLE 16 **DEFAULT AND TERMINATION**

16.1 Termination by Us – No Opportunity to Cure

We have the right to terminate this Agreement, without any opportunity to cure by you, if:

16.1.1 You fail to locate a proposed site for the Franchised Business within ninety (90) days after the Effective Date and fail to provide us with all of the information we require to evaluate the proposed site, including evidence of your favorable prospects for obtaining the site, such as a lease, purchase agreement or similar document. You fail to sign a lease or purchase agreement or similar document within thirty (30) days of our approval of the Approved Location.

16.1.2 You fail to establish and equip the Franchised Business pursuant to Section 5;

16.1.3 You fail to satisfactorily complete any training program pursuant to Section 8;

16.1.4 You made any material misrepresentation or omission in your application for the Franchise or otherwise in writing to us in the course of entering into this Agreement;

16.1.5 You, any of your owners or your General Manager is/are convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of us, you or the Franchised Business;

16.1.6 You disclose, duplicate or otherwise use in an unauthorized manner any portion of the Manual, the Trade Secrets or any other Confidential Information;

16.1.7 You abandon, fail or refuse to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by us), or, if first approved by us or otherwise permitted under Section 5.6, you fail to relocate the Franchised Business following the expiration or termination of the lease for the Approved Location, the

destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable in the time period set forth in Section 5.6;

16.1.8 You surrender or transfer control of the operation of the Franchised Business without our approval, make or attempt to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in you, or fail or refuse to assign the Franchise or the interest in you of a deceased or incapacitated owner thereof as herein required;

16.1.9 You fail to maintain the Franchised Business under the primary supervision of a General Manager during the one hundred eighty (180) days following the death or incapacity of you or any holder of a legal or beneficial interest in you pursuant to Section 18.6;

16.1.10 You submit to us on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to us by two percent (2%) or more for any accounting period and you are unable to demonstrate that such understatements resulted from inadvertent error;

16.1.11 You, or any of your partners, if you are a partnership, or any of your officers, directors, shareholders, or members, if you are a corporation or limited liability company, shall become insolvent or make a general assignment for the benefit of creditors; if a petition in bankruptcy is filed by you or such a petition is filed against and not opposed by you; if you are adjudicated a bankrupt or insolvent; if a bill in equity or other proceeding for the appointment of a receiver or other custodian for you or your business or assets is filed and consented to by you; if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; if proceedings for a composition with creditors under any state or federal law should be instituted by or against you; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless *supersedeas* bond is filed); if you are dissolved; if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the premises or equipment is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

16.1.12 You misuse or make any unauthorized use of any of the Marks or commit any other act that can reasonably be expected to impair the goodwill associated with any of the Marks;

16.1.13 You fail on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Advertising Fund Contribution, amounts due for purchases from us and/or any Affiliate, or other payment when due to us and/or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to you;

16.1.14 You, after receiving notice of violation, continue to violate any health or safety law, ordinance or regulation, or operate the Franchised Business in a manner that presents a health or safety hazard to clients, employees or the public after having received notice of such health or safety hazards from us or any governmental authority;

16.1.15 You fail to comply with any applicable law or regulation within ten (10) days after being given notice of non-compliance or fail to comply with all applicable laws and ordinances relating to the Franchised Business, including Anti-Terrorism Laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation;

16.1.16 You repeatedly breach this Agreement or repeatedly fail to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Manual, whether or not previous breaches or failures are cured;

16.1.17 You default under any other agreement between us (or any Affiliate) and you, such that we or our Affiliate, as the case may be, have the right to terminate such agreement or such agreement automatically terminates; or

16.1.18 You engage in any activity exclusively reserved to us.

16.2 Termination by Us – Opportunity to Cure

Except as otherwise provided in Section 16.1, we have the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default; provided, however, that you may avoid termination by curing such default or failure (or by providing proof acceptable to us that you have made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is effected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

16.2.1 within five (5) days of receiving notice of your failure to pay any amounts due to us; or

16.2.2 within thirty (30) days of receiving notice of any other default by you under this Agreement or upon your failure to substantially comply with any mandatory specification, standard or operating procedure prescribed in the Manual or otherwise prescribed in writing.

16.3 Reinstatement and Extension

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, we may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to you without waiving any of our rights under this Agreement.

16.4 Our Right to Discontinue Services to You

If we deliver to you a notice of termination pursuant to this Article 16, then in addition to our other remedies, we have the right to suspend our performance of any of our obligations under this Agreement including, without limitation, the sale or supply of any services or products for which we are or an Affiliate is an Approved Supplier to you, until such time as you correct the breach.

16.5 Cross Defaults, Non-Exclusive Remedies, etc.

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under any other agreement between us (or any of our Affiliates) and you (or any of your Affiliates). Any default by you (or any person/company affiliated with you) under any other agreement, including, but not limited to, any lease and/or sublease, between us (or any of our Affiliates) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our Affiliates) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any lease, sublease, loan agreement, security interest or otherwise, whether with us, any of our Affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our Affiliates) and you (or any of your Affiliates).

In each of the foregoing cases, we (and any of our Affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our Affiliates') obligations. No right or remedy which we may have (including termination) is exclusive of any other right or remedy provided under law or equity, and we may pursue any rights and/or remedies available.

16.6 Peer Compliance Committee

We may establish a Peer Compliance Committee (the "PCC") to review certain claims you or we may make against each other. If we establish the PCC, and we believe you have violated any of your obligations under this Agreement, we may submit that claim to the PCC. If the PCC determines a breach occurred, the PCC may levy a fine against you of up to Two Hundred Fifty Dollars (\$250). If you do not timely cure the default, or breach the provision again, the next fine can be up to Five Hundred Dollars (\$500). All funds collected by the PCC will be donated to charity.

ARTICLE 17 **RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION**

17.1 Actions to be Taken

Except as otherwise provided herein, upon termination or expiration of the Franchise, this Agreement and all rights granted hereunder to you shall terminate and you shall:

17.1.1 immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a present or former franchisee of ours;

17.1.2 cease to use the Trade Secrets and other Confidential Information, the System, the Trade Dress (including proprietary millwork) and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items that display or are associated with the Marks. You acknowledge and agree that you are not permitted to use or to sell the proprietary millwork or other Trade Dress items;

17.1.3 upon demand by us, immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as your lease) your interest in the lease then in effect for the Approved Location to us and you shall furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement, and we have the right to pay rent and other expenses directly to the party to whom such payment is ultimately due;

17.1.4 take such action as may be necessary to cancel or assign to us, at our option, any assumed name or equivalent registration filed with state, city or county authorities that contains the name "Lashkind" or any other Marks, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

17.1.5 pay all sums owing to us and any Affiliate, which may include, but not be limited to, all pre-paid obligations incurred through the purchase of gift cards, and or loyalty programs, damages, costs and expenses, including reasonable attorneys' fees, unpaid Royalty Fees, amounts owed for the purchase of products, and any other amounts due to us or any Affiliates;

17.1.6 pay to us all costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

17.1.7 immediately return to us the Manual, Trade Secrets and all other Confidential Information including records, files, instructions, brochures, agreements, disclosure statements and any and all other materials provided by us to you relating to the operation of the Franchised Business (all of which are acknowledged to be our property);

17.1.8 assign all telephone listings and numbers for the Franchised Business to us and shall notify the telephone company and all listing agencies of the termination or expiration of your right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to us or at our direction; and

17.1.9 comply with all other provisions of this Agreement applicable following termination or expiration.

17.2 Post-Termination Covenant Not to Compete

You acknowledge that the restrictive covenants contained in this Section and in Article 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, (i) to protect our Trade Secrets and other Confidential Information; (ii) to induce us to grant a Franchise to you; and (iii) to protect us against our costs in training you and your officers, directors, executives, professional staff and General Managers.

You waive any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then you shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

Except as otherwise approved in writing by us, neither you, nor any holder of a legal or beneficial interest in you, nor any officer, director, executive, manager or member of the professional staff of yours, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

17.2.1 own an interest in, manage, operate or provide services to any Competitive Business located or operating (a) within a twenty-five (25) mile radius of the Approved Location (or within the Protected Territory, if greater), or (b) within a twenty-five (25) mile radius of the location of any other Franchised Business in existence at the time of termination or expiration; or

17.2.2 solicit or otherwise attempt to induce or influence any employee or other business associate of ours to terminate or modify his, her or its business relationship with us or to compete against us.

In furtherance of this Section, we have the right to require certain individuals to execute standard form nondisclosure or non-competition agreements the same as or similar to the standard form Confidentiality and Non-Competition Agreement attached as Exhibit B.

17.3 Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition

You acknowledge that an actual or threatened violation of the covenants contained in Article 7 of this Agreement will cause us immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, we shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by you of this Agreement, and such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that we may have at law or in equity.

17.4 Unfair Competition

If you operate any other business, you shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute our or the owner's rights in the Marks. You shall not utilize any designation of origin, description or representation that falsely suggests or represents an association or connection with us. This Section is not intended as an approval of your right to operate other businesses and in no way is it intended to contradict Section 17.1 or 17.2.

17.5 De-Identification of Approved Location

If we elect not to receive an assignment or sublease of the Approved Location, you shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between us or the System and any business subsequently operated by you or others at the Approved Location.

You shall make such specific additional changes to the Approved Location as we may reasonably request for that purpose including, without limitation, removal of all our proprietary millwork, physical and structural features identifying or distinctive to the System. If you fail or refuse to comply with the requirements of this Section, we have the right to enter upon the Approved Location for the purpose of making or causing to be made such changes as may be required, at your expense, which expense you shall pay upon demand.

17.6 Our Option to Purchase Certain Business Assets

We have the right (but not the duty), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business including leasehold improvements, equipment, supplies and other inventory. The purchase price shall be equal to the assets' book value, excluding any goodwill. If we elect to exercise this option to purchase, we have the right to set off all amounts due from you under this Agreement, if any, against the purchase price.

17.7 Survival of Certain Provisions

All obligations of us and you that expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

17.8 Liquidated Damages

Upon termination of this Agreement according to its terms and conditions, you agree to pay to us within fifteen (15) days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the twelve (12) months of operation preceding the effective date of termination multiplied by (a)

twenty-four (24) (being the number of months in two (2) full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is higher.

The parties hereto acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining term. The parties hereto consider ~~this~~these liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

ARTICLE 18

TRANSFERABILITY OF INTEREST

18.1 Transfer by Us

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by us and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of our functions, the assignee shall assume our obligations hereunder and we shall thereafter have no liability for the performance of any obligations contained in this Agreement subject to applicable state law and our right of first refusal pursuant to Article 19.

18.2 Transfer by You to a Third Party

Your rights and duties as set forth in this Agreement, and the Franchise herein granted, are personal to you (or your owners), and we have entered into this Agreement in reliance upon your personal or collective skill and financial ability. Accordingly, neither you nor any holder of a legal or beneficial interest in you may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Business, its assets or any part or all of the ownership interest in you without our prior written approval; provided that transfer by and between legal or beneficial owners shall be permissible and shall not require our consent. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If you are in compliance with this Agreement, our consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.2.1 you have complied with the requirements set forth in Article 19;

18.2.2 all obligations owed to us, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

18.2.3 you (and any transferring owners, if you are a business entity) have executed a general release of any and all claims against us, including our officers, directors, shareholders, managers, members, partners, owners and employees, in their corporate and individual capacities including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters

incident to the termination of this Agreement or to the transfer of your interest herein or to the transfer of your ownership of all or any part of the Franchise;

18.2.4 the prospective transferee has satisfied us that it meets our management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as we may require to demonstrate ability to conduct the Franchised Business and prospective transferee/assignee has satisfied our training requirements;

18.2.5 the transferee and, if we require, all persons owning any interest in the transferee, have, at our option, executed the then-current Franchise Agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Advertising Fund Contribution rates and other material provisions, of this Agreement. If a new franchise agreement is executed, we have the right to limit its term to the remaining term of this Agreement;

18.2.6 the transferee has executed a general release of any and all claims against us and our officers, directors, shareholders, managers, members, partners, owners and employees, in their corporate and individual capacities, with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by you;

18.2.7 you have provided us with a complete copy of all contracts and agreements and related documentation between you and the prospective transferee relating to the intended sale or transfer of the Franchise;

18.2.8 you have paid to us, together with your request for approval of the transfer, a transfer fee equal to Twenty-Five Thousand Dollars (\$25,000), plus any applicable broker or commission fees;

18.2.9 unless a new Franchise Agreement is signed, the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term;

18.2.10 you have agreed to be bound to the obligations of the new franchise agreement and to guarantee the full performance thereof by the transferee, if required by us;

18.2.11 the transferee has obtained all necessary consents and approvals by third parties (such as the lessor of the Approved Location) and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

18.2.12 you have, and if you are an entity, all of the holders of a legal and beneficial interest in you have, executed and delivered to us a confidentiality and non-competition agreement in a form the same as or similar to the standard form Confidentiality and Non-Competition Agreement attached as Exhibit B;

18.2.13 the transferee agrees that its General Manager shall complete, to our reasonable satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Business;

18.2.14 the transferee has, at our request, remodeled, refurbished, redecorated and/or modernized the Franchised Business to meet our then-current image for all Franchised Businesses; and

18.2.15 the transferee, if required by us, has executed a Guaranty and Assumption of Obligations in the form attached to this Agreement as Exhibit C.

Notwithstanding the foregoing, no transfer from a transferee to a third party shall be permitted during the first year of this Agreement.

Our consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims we may have against the transferor or the transferee, nor shall it be deemed a waiver of our right to demand compliance with the terms of this Agreement.

18.3 Transfer to a Controlled Entity

If you wish to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity (“Controlled Entity”), which Controlled Entity was formed for the convenience of your ownership of the Franchise, financial planning, tax or other convenience, our consent to such transfer shall be conditioned upon the satisfaction of the following requirements subject to applicable state law:

18.3.1 the Controlled Entity is newly organized and its charter provides that its activities are confined exclusively to the operation of the Franchised Business;

18.3.2 you or all holders of a legal or beneficial interest in you own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.3 all of your obligations to us or any Affiliate are fully paid and satisfied; provided, however, that if the transfer pursuant to this Section 18.3 occurs prior to the expiration of six (6) months following the Effective Date of this Agreement, neither you nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2. If the transfer pursuant to this Section 18.3 occurs after the six (6) month anniversary of the Effective Date, you must pay us a transfer fee of \$1,500 at the time you submit your request for approval of the transfer;

18.3.4 the Controlled Entity has entered into a written agreement with us expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, you have obtained such written consent and provided the same to us prior to our consent;

18.3.5 all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with us jointly and severally guaranteeing the full payment of the Controlled Entity’s obligations to us and the performance by the Controlled Entity of all the obligations of this Agreement;

18.3.6 each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to us that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement;

18.3.7 copies of the Controlled Entity’s articles of incorporation, bylaws, operating agreement, and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to us. Any amendment to any such documents shall also be furnished to us immediately upon adoption; and

18.3.8 the Franchise may be transferred to a Controlled Entity without payment of a transfer fee one (1) time only during the six (6) month period following the Effective Date.

The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

Our consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims we may have against the transferor or the transferee, nor shall it be deemed a waiver of our right to demand compliance with the terms of this Agreement.

18.4 Minority Interest Transfer Fee. If you are a legal entity and you request consent to bring on a minority owner (less than 15%) in the legal entity after signing the Franchise Agreement you must pay to us the “Minority Owner Transfer Fee” of \$750, which fee is due and payable to us when you submit your request for approval. Note, if your change in ownership results in a change in control of the franchisee entity, we may charge you the full Transfer Fee.

18.5 Our Disclosure to Transferee

We have the right, without liability of any kind or nature whatsoever to you, to make available for inspection by any intended transferee of yours all or any part of our records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. You hereby specifically consent to such disclosure by us and shall release and hold us harmless from and against any claim, loss or injury resulting from an inspection of our records relating to the Franchised Business by an intended transferee identified by you.

18.6 For-Sale Advertising

You shall not, without our prior written consent, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

18.7 Transfer by Death or Incapacity

Upon your death or incapacity (as determined by a court of competent jurisdiction), if you are an individual, or upon the death or incapacity of any holder of at least a twenty-five percent (25%) legal or beneficial interest in you, the appropriate representative of such person (whether administrator, personal representative or trustee) will, within a reasonable time not exceeding one hundred eighty (180) days following such event, transfer such individual’s interest in the Franchised Business or in you to a third party approved by us, which may be one or more individuals who would succeed to such interest under will or under the laws of intestacy. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement. During such one hundred eighty (180) day period, the Franchised Business must remain at all times under the primary management of a General Manager who otherwise meets our management qualifications.

18.8 Securities Offering

All materials required for a public offering by federal or state law shall be submitted to us for a limited review as discussed below prior to being filed with any governmental agency; and any materials (including any private placement memoranda) to be used in any exempt offering or private placement shall be submitted to us for such review prior to their use. No offering (public or private) by you shall imply (by use of the Marks or otherwise) that we are participating in an underwriting, issuance or offering of securities of you or us, and our review of any offering materials shall be limited solely to the subject of the relationship

between you and us. We may, at our option, require your offering materials to contain a written statement prescribed by us concerning the limitations described in the preceding sentence. You, your Controlling Principals and the other participants in the offering must fully indemnify us, and our officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in connection with the offering. For each proposed public or private offering, you shall reimburse us for our reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees.

ARTICLE 19 **RIGHT OF FIRST REFUSAL**

19.1 Submission of Offer

If you, or any of your owners, propose to sell the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in you or any ownership interest in the Franchise granted hereunder, you shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to us. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of you or any of your owners.

19.2 Our Right to Purchase

We shall, for sixty (60) days from the date of delivery of all such documents, have the right, exercisable by written notice to you, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to you. We have the right to substitute cash for the fair market value of any form of payment proposed in such an offer. Our credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to you of our intent to exercise this right of first refusal, we shall have up to one hundred twenty (120) days to close the purchase. We shall be entitled to receive from you all customary representations and warranties given by you as the seller of the assets or such ownership interest or, at our election, such representations and warranties contained in the proposal.

19.3 Non-Exercise of Right of First Refusal

If we do not exercise this right of first refusal within sixty (60) days, the offer or proposal may be accepted by you or any of your owners, subject to our prior written approval as required by Section 18.2. Should the sale fail to close within one hundred twenty (120) days after the offer is delivered to us, or if the terms of the offer change, our right of first refusal shall renew and be implemented in accordance with this Section.

ARTICLE 20 **YOUR BENEFICIAL OWNERS**

You represent, and we enter into this Agreement in reliance upon such representation, that the individuals identified in Exhibit D attached hereto are holders of a legal or beneficial interest in you.

ARTICLE 21 **RELATIONSHIP AND INDEMNIFICATION**

21.1 Relationship

This Agreement is purely a contractual relationship between the parties and does not appoint or make you an agent, legal representative, joint venturer, partner, employee, servant or independent

contractor of ours for any purpose whatsoever. You may not represent or imply to third parties that you are an agent of ours, and you are in no way authorized to make any contract, agreement, warranty or representation on our behalf, or to create any obligation, express or implied, on our behalf. During the term of this Agreement, and any extension or renewal hereof, you shall hold yourself out to the public only as a franchisee and an independent owner of the Franchised Business operating the Franchised Business pursuant to a franchise from us. You shall take such affirmative action as we designate and as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Approved Location and on all forms, stationery or other written materials, the content of which we have the right to specify. Under no circumstances shall we be liable for any act, omission, contract, debt or any other obligation of yours. We shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third-party contractors and vendors retained by you to convert or construct the premises are independent contractors of yours alone.

No employee of yours shall be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the System or the Marks in any way shifts any employee or employment-related responsibility from you to us. You alone shall be responsible for hiring, firing, training, setting hours for and supervising all employees.

It is the intention of the parties to this Agreement that we shall not be deemed a joint employer with you for any reason. If we incur any cost, loss or damages as a result of any actions or omissions of you or your employees, including any that relate to any party making a finding of any joint employer status, you will fully indemnify us for any such loss.

21.2 Standard of Care

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires you to obtain our written consent or permits you to take any action or refrain from taking any action, we are free to act in our own self-interest without any obligation to act reasonably, to consider the impact on you or to act subject to any other standard of care limiting our right, except as may be provided by statute or regulation.

21.3 Indemnification

You shall hold harmless and indemnify us, any Affiliate, all holders of a legal or beneficial interest in us and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively “Franchisor Indemnitees”) from and against all losses, damages, fines, costs, expenses or liability (including attorneys’ fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, that arises from or is based upon your (a) ownership or operation of the Franchised Business; (b) violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (c) breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between you and us (or an Affiliate); (d) defamation of us or the System; (e) acts, errors or omissions committed or incurred in connection with the Franchised Business, including any negligent or intentional acts; (f) infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or Confidential Information; or (g) infringement, violation or alleged infringement or violation of any patent, trademark or copyright or other rights controlled by third parties.

21.4 Right to Retain Counsel

We shall give you immediate notice of any action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnitee. We have the right to retain

counsel of our own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, our reputation or the goodwill of others, we have the right to, at any time without notice, take such remedial or corrective actions as we deem expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in our sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. You shall cooperate with us in our handling of any such action, suit, demand, claim, investigation or proceeding. If our exercise of our rights under this Section causes any of your insurers to refuse to pay a third-party claim, all causes of action and legal remedies you might have against such insurer shall automatically be assigned to us without the need for any further action on either party's part. Under no circumstances shall we be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against you. The failure to pursue such a remedy or mitigate such loss shall in no way reduce the amounts recoverable by us from you.

21.5 Indemnification for Use of Marks

We agree to indemnify and hold you harmless for all damages and expenses you may incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement; provided you have timely notified us of the proceeding and comply with our directions in responding to the proceeding. At our option, we may defend and control the defense of any proceeding relating to any Mark; provided we may not settle any such dispute without your prior written consent unless, in connection with such settlement, you shall not be obligated to pay any amounts in settlement, and you receive a general release of all claims.

ARTICLE 22 GENERAL CONDITIONS AND PROVISIONS

22.1 No Waiver

No failure of ours to exercise any power reserved to it hereunder, or to insist upon strict compliance by you with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof shall constitute a waiver of our right to demand exact compliance with the terms of this Agreement. ~~Waiver~~ A waiver by us of any particular default by you shall not be binding unless in writing and executed by us and shall not affect nor impair our right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by us of any payment(s) due shall not be deemed to be our waiver of any preceding breach by you of any terms, covenants or conditions of this Agreement.

22.2 Injunctive Relief

As any breach by you of any of the restrictions contained in Articles 6, 7, 9 and 17 would result in irreparable injury to us, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, we shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated.

22.3 Notices

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by expedited delivery service or certified or registered mail, return receipt requested, first class postage prepaid, or sent by email (provided that the sender confirms sending the email within three (3) business days after transmission, by overnight courier) to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor: Lashkind Franchise, Inc.
Attn: ~~Patrick Pantano~~ Corey Wilde
1867 Yonge Street, Suite 600
Toronto, Ontario, Canada M4S 1Y5
Facsimile: (416) 630-6281

With a copy to: Spadea Lignana
232 N 2nd Street
Philadelphia, PA 19160

Notices to Franchisee: _____

Attention: _____
Email: _____

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile or email, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing.

22.4 Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in you of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Guaranty and Assumption of Obligations attached as Exhibit C, through which such holders agree to assume and discharge all of your obligations under this Agreement and to be personally liable hereunder for all of the same. In the event of any approved transfer of a five percent (5%) or greater ownership interest in you, then said transferee shall also be obligated to execute the Guaranty and Assumption of Obligations.

22.5 Approvals

Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us therefor and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. We make no warranties or guarantees upon which you may rely; and assume no liability or obligation to you or any third party to which we would not otherwise be subject, by providing any waiver, approval, advice, consent or services to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefor.

22.6 Entire Agreement

This Agreement, its exhibits and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between us and you concerning the subject matter hereof and shall supersede all prior agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Disclosure Document that was furnished to you by us. No other representation, oral or otherwise, has induced Franchisee to execute this Agreement, and there are no representations (other than those within the Disclosure Document), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, that are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment

changes or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

22.7 Severability and Modification

Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If we determine that a finding of invalidity adversely affects the basic consideration of this Agreement, we have the right to, at our option, terminate this Agreement.

Notwithstanding the above, each of the covenants contained in Articles 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets and other Confidential Information or on competition to the maximum extent provided or permitted by law.

22.8 Construction

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

22.9 Force Majeure

Whenever a period of time is provided in this Agreement for either party to perform any act, except for your payment of monies to us and/or any Affiliate, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

22.10 Timing

Time is of the essence; except as set forth in Section 22.9, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

22.11 Withholding Payments

You shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to us or to an Affiliate. You shall not withhold or offset any amounts, damages or other monies allegedly due to you against any amounts due to us. No endorsement or statement on any payment for less than the full amount due to us will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and we have the right to accept and cash any such payment without prejudice to our right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. We have the right to apply any payments made by you against any of your past due indebtedness as we deem appropriate. We shall set off sums we owe to you against any unpaid debts owed by you to us.

22.12 Further Assurances

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

22.13 Third-Party Beneficiaries

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than us or you, and our respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

22.14 Multiple Originals

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original.

22.15 Compliance with Anti-Terrorism Laws

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

ARTICLE 23

DISPUTE RESOLUTION

23.1 Choice of Law

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds in the function of such agency.

23.2 Cumulative Rights and Remedies

No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar our right to obtain injunctive relief against threatened conduct that may cause us loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

23.3 Limitations of Claims

Except for claims we assert against you, or your owners, affiliates or guarantors, for (i) non-payment or underpayment of amounts owed to us and/or our affiliates, (ii) unauthorized use of the Marks, (iii)

indemnification, or (iv) violation of your non-competition or confidentiality covenants, any and all claims arising out of or related to this Agreement or the relationship of the parties will be barred unless a judicial or arbitration proceeding, as required under this Agreement, is commenced within one (1) year from the date on which the party asserting such claim knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such claims, and that any action not so brought shall be barred, whether as a claim, counterclaim, defense or setoff. You hereby acknowledge and agree that you may not maintain any action against us or any of our principals, officers, directors, agents, employees, parents, subsidiaries, affiliates, successors or assigns unless (a) you deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to you, (b) you strictly adhere to the negotiation and mediation procedures set forth in this Agreement, and (c) you file an arbitration within one (1) year after the notice is delivered.

23.4 Limitation of Damages

The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES; *except that* this waiver and limitation shall not apply with respect to (a) your obligation to indemnify us pursuant to any provision of this Agreement, or (b) any claims we bring against you and/or your guarantors and/or your owners for unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, unfair competition, breach of your confidentiality or non-competition covenants under this Agreement, and/or any cause of action under the Lanham Act, and we shall be entitled to receive an award of multiple damages, attorneys' fees and all damages as provided by law.

23.5 Waiver of Jury Trial

The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in this Agreement is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

23.6 No Class or Collective Actions. You agree that any arbitration, or, if applicable, litigation, between you (or any of your owners or guarantors), on the one hand, and us or Franchisor Related Party, on the other hand, will be on such party's individual claim and that the claim or claims subject to arbitration and/or litigation shall not be arbitrated or litigated on a class-wide, associational or collective basis.

23.7 Mediation

23.7.1 The parties have reached this Agreement in good faith and with the belief that it is advantageous to each of them. In recognition of the strain on time, unnecessary expense and wasted resources potentially associated with litigation and/or arbitration, and in the spirit of cooperation, the parties

pledge to try to resolve any dispute amicably, without litigation or arbitration. Other than an action brought by us under Section 23.9 of this Agreement, and with the exception of injunctive relief or specific performance actions, before the filing of any arbitration, you and we agree to mediate any dispute, controversy or claim between us and/or any of our affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a “Franchisor Related Party”), on the one hand, and you and/or any of your affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a “Franchisee Related Party”), including without limitation, in connection with any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement; (b) the parties’ relationship; or (c) the events occurring prior to the entry into this Agreement. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any arbitration or legal action, including any action to interpret or enforce this Agreement.

23.7.2 Mediation will be conducted in Delaware (or, at our option, the county where our corporate headquarters is then-located). Persons authorized to settle the dispute must attend each mediation session in person, or, if authorized by us, through a designated video conferencing platform. The party seeking mediation (the “Initiating Party”) must commence mediation by sending the other party/parties a written notice of its request for mediation (the “Mediation Notice”). The Mediation Notice must specify, to the fullest extent possible, the nature of the dispute, the Initiating Party’s version of the facts surrounding the dispute, the amount of damages and the nature of any injunctive or other such relief such party claims, and must identify one or more persons with authority to settle the dispute for the Initiating Party. Upon receipt of the Mediation Notice, the parties will endeavor, in good faith, to resolve the dispute outlined in the Dispute Notice. If the parties have been unable to resolve any such dispute within twenty (20) days after the date the Mediation Notice is provided by the Initiating Party to the other party, either party may initiate a mediation procedure in accordance with this provision. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute, if at all possible, within thirty (30) days of the notice from the party seeking to initiate the mediation procedures. The parties agree to participate in the mediation procedure to its conclusion, as set forth in this section.

23.7.3 The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful after reviewing the position papers, the mediator shall give both himself or herself and the authorized person designated by each party an opportunity to hear an oral presentation of each party’s views on the matter in dispute. The mediator shall assist the authorized persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties. All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party.

23.7.4 The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible. The mediation may be concluded: (a) by the signing of a settlement agreement by the parties; (b) by the mediator’s declaration that the mediation is terminated; or (c) by a written declaration of either party, no earlier than at the conclusion of a full day’s mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any arbitration or legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

23.7.5 The fees and expenses of the mediator shall be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute or any related or similar matter in which either of the parties is involved. The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The

parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct, statement, promise, offer, view or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible ~~shall~~should not be excluded from discovery or made inadmissible simply because of its use in the mediation.

23.8 Arbitration

Except as qualified below and in Section 23.9 and if not resolved by the negotiation and mediation procedures set forth in Section 23.7, all disputes, claims and controversies between us or a Franchisor Related Party on the one hand, and you and/or any of your owners or guarantors on the other hand, arising under, out of, in connection with or related to: (a) this Agreement; (b) the parties' relationship; (c) the events leading up to the entry into this Agreement; (d) the scope or validity of the arbitration obligation under this Agreement; (e) any System standard; (f) any claim based in tort or any theory of negligence (including claims for fraud in the inducement and other claims of fraud and the arbitrability of any matter); and/or (g) any lease or sublease for any Franchised Business, shall be submitted to binding arbitration in Delaware (or, at our option, in the city and state in which our then-current headquarters is located) under the authority of Delaware Statutes. The arbitrator(s) will have a minimum of five (5) years' experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Delaware Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Delaware Statutes. Any arbitration must be on an individual basis and the parties, and the arbitrator will have no authority or power to proceed with any claim as a class action, associational claim, or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims to the jurisdiction of the courts. The arbitrator shall have the right to make a determination as to any procedural matters that the court of competent jurisdiction would be permitted to make in the state in which our main office is located. Further, the arbitrator shall decide all factual, procedural, or legal questions relating in any way to the dispute between the parties, including, without limitation, questions relating to whether Section 23.8 is applicable and enforceable as against the parties; the subject matter, timeliness, and scope of the dispute; any available remedies; and the existence of unconscionability and/or fraud in the inducement. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement. Other than as may be required by law, the entire arbitration proceedings (including, without limitation, any rulings, decisions or orders of the arbitrator), shall remain confidential and shall not be disclosed to anyone other than the parties to this Agreement. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished our right to seek recovery of those costs against you.

23.9 Exceptions to Mediation and Arbitration

Notwithstanding Section 23.7 or Section 23.8, the parties agree that the following claims will not be subject to internal dispute resolution, mediation or arbitration:

(a) any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder;

(b) any action in ejectment or for possession of any interest in real or personal property; or

(c) any claim by us: (i) relating to your failure to pay any fee due to us under this Agreement; (ii) relating to your failure to comply with the confidentiality and non-competition covenants set forth in this Agreement; (iii) for indemnification; and/or (iv) and/or our affiliates relating to your use of the Marks and/or the System, including, without limitation, claims for violations of the Lanham Act.

23.10 No Class or Collective Actions. You agree that any arbitration, or, if applicable, litigation, between you (or any of your owners or guarantors), on the one hand, and us or Franchisor Related Party, on the other hand, will be on such party's individual claim and that the claim or claims subject to arbitration and/or litigation shall not be arbitrated or litigated on a class- wide, associational or collective basis.

ARTICLE 24 **ACKNOWLEDGMENTS**

24.1 Receipt of the Disclosure Document/Disclaimer

YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ AND UNDERSTAND THIS AGREEMENT AND OUR DISCLOSURE DOCUMENT; AND THAT WE HAVE ACCORDED YOU AMPLE TIME AND OPPORTUNITY TO CONSULT WITH ADVISORS OF YOUR OWN CHOOSING ABOUT THE POTENTIAL BENEFITS AND RISKS OF ENTERING INTO THIS AGREEMENT. YOU REPRESENT AND ACKNOWLEDGE THAT YOU HAVE RECEIVED, AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT WAS EXECUTED, THE DISCLOSURE DOCUMENT REQUIRED BY THE TRADE REGULATION RULE OF THE FEDERAL TRADE COMMISSION ENTITLED "DISCLOSURE REQUIREMENTS AND PROHIBITIONS CONCERNING FRANCHISING AND BUSINESS OPPORTUNITY VENTURES." YOU ACKNOWLEDGE THAT NEITHER WE NOR ANYONE ON OUR BEHALF HAS MADE ANY CLAIM, REPRESENTATION, WARRANTY, PROMISE OR GUARANTEE, WHETHER IN THIS AGREEMENT OR OTHERWISE, ORALLY OR IN WRITING, WITH RESPECT TO THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF ANY FRANCHISE.

24.2 Your Representations

You represent and warrant to us the following, with the knowledge that we are materially relying upon the truth, accuracy and completeness of such representations and warranties in entering into this Agreement:

24.2.1 All information contained in your application or in any document submitted in connection therewith by you or on your behalf is true, accurate and complete in all material respects including, without limitation, all information pertaining to the credit history, employment history, prior business experience, reputation and financial condition of you, your owners and operators.

24.2.2 You are an entity duly organized, validly existing and in good standing under the laws of the state in which you were formed, are duly qualified to do business in the jurisdiction in which the Franchised Business is located, and have the requisite power and authority to execute and deliver this Agreement and to perform your obligations hereunder. The execution and delivery of this Agreement and the other agreements to be executed and delivered by you pursuant hereto have been duly authorized by all necessary action on your part. This Agreement has been duly executed and delivered by you and constitutes your valid and legally binding obligations enforceable against you in accordance with its terms.

24.2.3 The execution, delivery and performance by you of this Agreement and the transactions contemplated hereby do not and will not conflict with or result in, with or without the giving of notice or lapse of time or both, any violation of or constitute a breach or default, or give rise to any right of acceleration, payment, amendment, cancellation or termination under (a) your organizational documents, (b) any mortgage, indenture, lease, contract or other agreement to which you are a party or by which you or any of your properties or assets are bound or subject, or (c) any law or order to which you are bound or subject.

24.2.4 There are no judgments outstanding against you or any principal of yours or any operator of the Franchised Business, and there are no lawsuits, arbitrations or claims pending or, to your knowledge, threatened against any of the foregoing.

24.3 Consultation by You

You represent that you have been urged to consult with your own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. You represent that you have either consulted with such advisors or have deliberately declined to do so.

24.4 True and Accurate Information

You represent that all information set forth in any and all applications, financial statements and submissions to us is true, complete and accurate in all material respects, and you acknowledge that we are relying upon the truthfulness, completeness and accuracy of such information.

24.5 Risk

You represent that you have conducted an independent investigation of the business contemplated by this Agreement and acknowledge that, like any other business, an investment in a Franchised Business involves business risks and that the success of the venture is dependent, among other factors, on your business abilities and efforts. We make no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

24.6 No Guarantee of Success

You represent and acknowledge that you have not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. You represent and acknowledge that there have been no representations by our directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Disclosure Document or this Agreement.

24.7 No Violation of Other Agreements

You represent that your execution of this Agreement will not violate any other agreement or commitment to which you are or any holder of a legal or beneficial interest in you is a party.

24.8 Release of Prior Claims

By signing this Agreement, you individually, and on behalf of your heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, hereby forever release and discharge us and our officers, directors, employees, agents and servants, including our parent or subsidiary and affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement between the parties executed prior to the date of this Agreement including but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state, territory or commonwealth thereof.

ARTICLE 25

OPERATION IN THE EVENT OF ABSENCE OR DISABILITY; STEP-IN RIGHTS

25.1 Operation in the Event of Absence or Disability

In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, you authorize us, who may, at our option, in the event that you are absent for any reason or are incapacitated by reason of illness and are unable, in our sole and reasonable judgment, to operate the Franchised Business, operate the Franchised Business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement. All monies from the operation of the Franchised Business during such period of operation by us shall be kept in a separate account, and the expenses of the Franchised Business, including reasonable compensation and expenses for our representative, shall be charged to said account. If, as herein provided, we temporarily operate the Franchised Business franchised herein for you, you agree to indemnify and hold harmless us and any representative of ours who may act hereunder, from any and all acts which we may perform, as regards the interests of you or third parties.

25.2 Step-In Rights – Cause for Step-In

If we determine in our sole judgment that the operation of your Franchised Business is in jeopardy, or if a default occurs, then in order to prevent an interruption of the Franchised Business which would cause harm to the System and thereby lessen its value, you authorize us to operate your Franchised Business for as long as we deem necessary and practical, and without waiver of any other rights or remedies which we may have under this Agreement. In our sole judgment, we may deem you incapable of operating the Franchised Business if, without limitation, you are absent or incapacitated by reason of illness or death; you have failed to pay when due or have failed to remove any and all liens or encumbrances of every kind placed upon or against your Franchised Business; or we determine that operational problems require that we operate your Franchised Business for a period of time that we determine, in our sole discretion, to be necessary to maintain the operation of the Franchised Business as a going concern.

25.3 Step-In Rights – Duties of Parties

We shall keep in a separate account all monies generated by the operation of your Franchised Business, less the expenses of the Franchised Business, including reasonable compensation and expenses for our representatives. In the event of our exercise of the Step-In Rights, you agree to hold harmless us and our representatives for all actions occurring during the course of such temporary operation. You agree to pay all of our reasonable attorneys' fees and costs incurred as a consequence of our exercise of the Step-In Rights. Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

25.4 Step-In Rights – Interim Management Fee

If Franchisor, in Franchisor's sole discretion, steps in to provide interim management support, Franchisor may charge Franchisee the greater of Four Hundred Dollars (\$400) per day or ten percent (10%) of the Gross Revenue generated by the Franchised Business during Franchisor's operation thereof, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, and shall be withdrawn from Franchisee's designated bank account in accordance with Section 3.7.

ARTICLE 26

SECURITY INTEREST

26.1 Collateral

You grant to us a security interest ("Security Interest") in all of the furniture, fixtures, equipment, signage, and realty (including your interests under all real property and personal property leases) of the Franchised Business, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Franchised Business. All items in which a security interest is granted are referred to as the "Collateral".

26.2 Indebtedness Secured

The Security Interest is to secure payment of the following (the "Indebtedness"):

26.2.1 All amounts due under this Agreement or otherwise by you;

26.2.2 All sums which we may, at our option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;

26.2.3 All expenses, including reasonable attorneys' fees, which we incur in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting our rights under the Security Interest and this Agreement; and

26.2.4 All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of you to us or third parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not you execute any extension agreement or renewal instruments.

26.3 Additional Documents

You will from time to time as required by us join with us in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to us.

26.4 Possession of Collateral

Upon default and termination of your rights under this Agreement, we shall have the immediate right to possession and use of the Collateral.

26.5 Our Remedies in Event of Default

You agree that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at our option and without notice, become due and payable immediately, and we shall then have the rights, options, duties, and remedies of a secured party under, and

you shall have the rights and duties of a debtor under, the Uniform Commercial Code of Delaware (or other applicable law), including, without limitation, our right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by us in a commercially reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to you pursuant to the notice provisions set forth above.

26.6 Special Filing as Financing Statement

This Agreement shall be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement.

LASHKIND FRANCHISE, INC.:

By: _____
Name: _____
Title: _____

FRANCHISEE: _____
(type/print name)

By: _____
Name: _____
Title: _____

[or, if an individual]

Signed: _____
Name printed: _____

EXHIBIT A TO THE FRANCHISE AGREEMENT
APPROVED LOCATION AND PROTECTED TERRITORY

DATED _____

WITH

(Name of Franchise Owner)

The Approved Location is: _____

The Protected Territory is: _____

FRANCHISOR:
LASHKIND FRANCHISE, INC.

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT B TO THE FRANCHISE AGREEMENT
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

**(for trained employees, shareholders, officers, directors,
general partners, members and managers of Franchisee)**

In consideration of my being a _____ of _____, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. Pursuant to a Franchise Agreement dated _____, 20____ (the “Franchise Agreement”), _____ (the “Franchisee”), has acquired the right and franchise from Lashkind Franchise, Inc. (the “Company”) to establish and operate a Lashkind Franchised Business (the “Franchised Business”) and the right to use in the operation of the Franchised Business the Company’s trade names, service marks, trademarks, logos, emblems, and indicia of origin (the “Proprietary Marks”), as they may be changed, improved and further developed from time to time in the Company’s sole discretion, only at the following authorized and approved location: _____ (the “Approved Location”).

2. The Company, as the result of the expenditure of time, skill, effort and resources has developed and owns a distinctive format and system (the “System”) relating to the establishment and operation of Franchised Businesses. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes certain proprietary trade secrets, methods, techniques, formats, specifications, systems, procedures, methods of business practices and management, sales and promotional techniques and knowledge of, and experience in, the operation of the Franchised Business (the “Confidential Information”).

3. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential shall be deemed to be Confidential Information for the purposes of this Agreement.

4. As _____ of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me training programs, the Company’s Confidential Operations Manuals (the “Manuals”), and other general assistance during the term of the Franchise Agreement.

5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term of the Franchise Agreement, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, either directly or indirectly for myself, or through, on behalf of, or in conjunction with

any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any retail business or e-commerce business other than a Lashkind business that: (a) offers eyelash and eyebrow-related products and services and similar items; or (b) grants or has granted franchises or licenses or establishes or has established joint ventures for the development and/or operation of a service business described in the foregoing clause (a) (a “Competitive Business”); and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, or upon the expiration, termination, transfer, or assignment of the Franchise Agreement, whichever occurs first, and continuing for two (2) years thereafter, either directly or indirectly, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, or corporation, own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any Competitive Business that is, or is intended to be, located at or within:

7.1 The Protected Territory, as defined in the Franchise Agreement (“Protected Territory”);

7.2 Twenty-five (25) miles of the Protected Territory; or

7.3 Twenty-five (25) miles of any Franchised Business operating under the System and the Proprietary Marks.

The prohibitions in this Paragraph 7 do not apply to my interests in or activities performed in connection with a Franchised Business. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee, or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. This Agreement shall be construed under the laws of the State of Delaware. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

Signature

Name

Address

Title

ACKNOWLEDGED BY FRANCHISEE

By: _____

Name: _____

Title: _____

**EXHIBIT C TO THE FRANCHISE AGREEMENT
GUARANTY AND ASSUMPTION OF OBLIGATIONS**

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given on _____, by _____

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date herewith (“Agreement”) by Lashkind Franchise, Inc. (“Franchisor”), each of the undersigned hereby personally and unconditionally guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____ (“Franchisee”) shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement. Each of the undersigned shall be personally bound by, and personally liable for, Franchisee’s breach of any provision in the Agreement, including those relating to monetary obligations and obligations to take or refrain from taking specific actions or engaging in specific activities, such as those contemplated by Sections 7 and 17 of the Agreement, including but not limited to all pre-paid obligations incurred through the purchase of gift cards, and or loyalty programs. Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; (d) any right it may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which it may be entitled.

Each of the undersigned consents and agrees that: (a) its direct and immediate liability under this Guaranty shall be joint and several; (b) it shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (d) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

IN WITNESS WHEREOF, this Guaranty has been entered into the day and year first before written.

PERSONAL GUARANTOR

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Printed Name)

Personally and Individually (Signature)

Personally and Individually (Signature)

HOME ADDRESS

HOME ADDRESS

TELEPHONE NO.: _____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____%

TELEPHONE NO.: _____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____%

PERSONAL GUARANTOR

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Printed Name)

Personally and Individually (Signature)

Personally and Individually (Signature)

HOME ADDRESS

HOME ADDRESS

TELEPHONE NO.: _____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____%

TELEPHONE NO.: _____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____%

PERSONAL GUARANTOR

PERSONAL GUARANTOR

Personally and Individually (Printed Name)

Personally and Individually (Printed Name)

Personally and Individually (Signature)

Personally and Individually (Signature)

HOME ADDRESS

HOME ADDRESS

TELEPHONE NO.: _____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____%

TELEPHONE NO.: _____
PERCENTAGE OF OWNERSHIP
IN FRANCHISEE: _____%

**EXHIBIT D TO THE FRANCHISE AGREEMENT
PRINCIPAL OWNER'S STATEMENT**

This form must be completed by the Franchisee (“I,” “me,” or “my”) if I have multiple owners or if I, or my franchised business, is owned by a business organization (like a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Franchise to me.

1. **Form of Owner.** I am a (check one):

- (a) General Partnership
 - (b) Corporation
 - (c) Limited Partnership
 - (d) Limited Liability Company
 - (e) Other
- Specify: _____

I was formed under the laws of _____.
(state)

2. **Business Entity.** I was incorporated or formed on _____, _____, under the laws of the State of _____. I have not conducted business under any name other than my corporate, limited liability company or partnership name and _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	Position(s) Held
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Owners.** The following list includes the full name and mailing address of each person who is one my owners and fully describes the nature of each owner’s interest. Attach additional sheets if necessary.

<u>Owner’s Name and Address</u>	<u>Description of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. **Governing Documents.** Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.).

This Statement of Principal Owners is current and complete as of _____.

**OWNER
INDIVIDUALS:**

[Signature]

[Signature]

[Print Name]

[Print Name]

[Signature]

[Signature]

[Print Name]

[Print Name]

**CORPORATION, LIMITED
LIABILITY COMPANY OR
PARTNERSHIP:**

[Name]

By: _____
Title: _____

EXHIBIT E TO THE FRANCHISE AGREEMENT
CONDITIONAL COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE (this “**Assignment**”) is made, entered into and effective as of the effective date of the Lease (as defined hereinbelow), by, between and among **LASHKIND FRANCHISE, INC.**, with its principal business address located at 1867 Yonge Street, Suite 600, Toronto, Ontario, M4S 1Y5 (the “**Franchisor**”), and _____ whose current principal place of business is _____ (the “**Franchisee**”).

BACKGROUND INFORMATION

The Franchisor entered into that certain Franchise Agreement (the “**Franchise Agreement**”) dated as of _____, 20__ with the Franchisee, pursuant to which the Franchisee plans to own and operate a “Lashkind” Franchised Business (the “**Franchised Business**”) located at _____ (the “**Site**”). In addition, pursuant to that certain Lease Agreement (the “**Lease**”), the Franchisee has leased or will lease certain space containing the Franchised Business described therein from _____ (the “**Lessor**”). The Franchise Agreement requires the Franchisee to deliver this Assignment to the Franchisor as a condition to the grant of a franchise.

OPERATIVE TERMS

The Franchisor and the Franchisee agree as follows:

1. **Background Information:** The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information.
2. **Incorporation of Terms:** Terms not otherwise defined in this Assignment have the meanings as defined in the Lease.
3. **Indemnification of Franchisor:** The Franchisee agrees to indemnify and hold the Franchisor and its affiliates, stockholders, directors, officers and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys’ fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, the Franchisee’s breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.
4. **Conditional Assignment:** The Franchisee hereby grants to the Franchisor a security interest in and to the Lease, all of the furniture, fixtures, inventory and supplies located in the Site and the franchise relating to the Franchised Business, and all of the Franchisee’s rights, title and interest in and to the Lease as conditional for the payment of any obligation, liability or other amount owed by the Franchisee or its affiliates to the Lessor arising under the Lease and for any default or breach of any of the terms and provisions of the Lease, and for any default or breach of any of the terms and provisions of the Franchise Agreement. In the event of a breach or default by the Franchisee under the terms of the Lease, or, in the event the Franchisor makes any payment to the Lessor as a result of the Franchisee’s breach of the Lease, then such payment by the Franchisor, or such breach or default by the Franchisee, shall at Franchisor’s

option be deemed to be an immediate default under the Franchise Agreement, and the Franchisor shall be entitled to the possession of the Site and to all of the rights, title and interest of the Franchisee in and to the Lease and to all other remedies described herein or in the Franchise Agreement or at law or in equity, without prejudice to any other rights or remedies of the Franchisor under any other Agreements or under other applicable laws or equities. This Assignment shall constitute a lien on the interest of the Franchisee in and to the Lease until satisfaction in full of all amounts owed by the Franchisee to the Franchisor. In addition, the rights of the Franchisor to assume all obligations under the Lease provided in this Assignment are totally optional on the part of the Franchisor, to be exercised in its sole discretion. Franchisee agrees to execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by Franchisor to perfect or document the interests and assignments granted herein.

5. **No Subordination**: The Franchisee shall not permit the Lease to become subordinate to any lien without first obtaining Franchisor's written consent, other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease, liens securing bank financing for the operations of Franchisee on the Site and the agreements and other instruments referenced herein. The Franchisee will not terminate, modify or amend any of the provisions or terms of the Lease without the prior written consent of the Franchisor. Any attempt at termination, modification or amendment of any of the terms without such written consent is null and void.

6. **Exercise of Remedies**: In any case of default by the Franchisee under the terms of the Lease or under the Franchise Agreement, the Franchisor shall be entitled to exercise any one or more of the following remedies in its sole discretion:

a) to take possession of the Site, or any part thereof, personally, or by its agents or attorneys;

b) to, in its discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Site, together with all furniture, fixtures, inventory, books, records, papers and accounts of the Franchisee;

c) to exclude the Franchisee, its agents or employees from the Site;

d) as attorney-in-fact for the Franchisee, or in its own name, and under the powers herein granted, to hold, operate, manage and control the Franchised Business and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to the Franchisor to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;

e) to cancel or terminate any unauthorized agreements or subleases entered into by the Franchisee, for any cause or ground which would entitle the Franchisor to cancel the same;

f) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site or the Site that may seem judicious, in the sole discretion of the Franchisor;

g) to insure and reinsure the same for all risks incidental to the Franchisor's possession, operation and management thereof; and/or

h) notwithstanding any provision of the Franchise Agreement to the contrary, to declare all of the Franchisee's rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of the Franchisee's default under the Lease.

7. **Power of Attorney:** The Franchisee does hereby appoint irrevocably the Franchisor as its true and lawful attorney-in-fact in its name and stead and hereby authorizes it, upon any default under the Lease or under the Franchise Agreement, with or without taking possession of the Site, to rent, lease, manage and operate the Site to any person, firm or corporation upon such terms and conditions in its discretion as it may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as the Franchisor would have upon taking possession of the Site pursuant to the provisions set forth in the Lease. The power of attorney conferred upon the Franchisor pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without the written consent of the Franchisor.

8. **Election of Remedies:** It is understood and agreed that the provisions set forth in this Assignment are deemed a special remedy given to the Franchisor and are not deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between the Franchisor and the Franchisee, but are deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted to the Franchisor, all of which remedies are enforceable concurrently or successively. No exercise by the Franchisor or any of the rights hereunder will cure, waiver or affect any default hereunder or default under the Franchise Agreement. No inaction or partial exercise of rights by the Franchisor will be construed as a waiver of any of its rights and remedies and no waiver by the Franchisor of any such rights and remedies shall be construed as a waiver by the Franchisor of any future rights and remedies.

9. **Binding Agreements:** This Assignment and all provisions hereof shall be binding upon the Franchisor and the Franchisee, their successors, assigns and legal representatives and all other persons or entities claiming under them or through them, or either of them, and the words "Franchisor" and "Franchisee" when used herein shall include all such persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement. All individuals executing on behalf of corporate entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder authorizations and approvals.

10. **Assignment to Control.** This Assignment governs and controls over any conflicting provisions in the Lease.

11. **Attorney's Fees, Etc.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys' fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing party.

12. **Severability.** If any of the provisions of this Assignment or any section or subsection of this Assignment shall be held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the day and year first above written.

THE “FRANCHISEE”:

By: _____
Name: _____
Title: _____
Date: _____

THE “FRANCHISOR”:

LASHKIND FRANCHISE, INC.

By: _____
Name: _____
Title: _____
Date: _____

The Lessor hereby consents, agrees with, approves of and joins in with this COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE.

THE “LESSOR”:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT F TO THE FRANCHISE AGREEMENT
LISTING ASSIGNMENT AGREEMENT

In accordance with the terms of the Lashkind Franchise, Inc. Franchise Agreement (“Franchise Agreement”) between Lashkind Franchise, Inc. (“we”, “us” or “our”) and _____ (“you” or “your”), executed concurrently with this Agreement, under which we granted you the right to own and operate a franchised Lashkind business (“Franchised Business”), you, for value received, hereby assign to us all of your right, title and interest in and to those certain telephone numbers, facsimile numbers, regular, classified, or other telephone directory listings, URLs, domain names and e-mail addresses and accounts (collectively, the “Listings”) associated with our trade and service marks and used from time to time in connection with the operation of the Franchised Business.

This assignment is for collateral purposes only and, except as specified in this Agreement, we will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless we notify the telephone company, domain name registries and internet service providers and all listing agencies (collectively, the “Listing Agencies”) pursuant to the terms of this Agreement to effectuate the assignment.

Upon termination or expiration of the Franchise Agreement (without renewal or extension), we will have the right and are hereby empowered to effectuate the assignment of the Listings, and, in such event, you will have no further right, title or interest in the Listings and will remain liable to the Listing Agencies for all past due fees owing to the Listing Agencies on or before the effective date of the assignment.

You agree and acknowledge that as between us and you, upon termination or expiration of the Franchise Agreement, we will have the sole right to and interest in the Listings, and you appoint us as your true and lawful attorney-in-fact to direct the Listing Agencies to assign the same to us, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such an event, you will immediately notify the Listing Agencies to assign the Listings to us; you also agree not to utilize any call forwarding messages referring to another number. If you fail to promptly direct the Listing Agencies to assign the Listings to us, we will direct the Listing Agencies to effectuate the assignment contemplated under this Agreement, to us.

The parties agree that the Listing Agencies may accept written direction from us, or this Assignment, as conclusive proof of our exclusive rights in and to the Listings upon such termination or expiration.

The parties further agree that if a Listing Agency requires that the parties execute the Listing Agency’s assignment forms or other documentation at the time of expiration or termination, our execution of such forms or documentation will effectuate your consent and agreement to the assignment. The parties agree that at any time after the date of this Agreement, they will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the assignment described in this Agreement upon termination or expiration of the Franchise Agreement.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

ATTEST:

Witness

Witness

FRANCHISOR:
LASHKIND FRANCHISE, INC.

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

EXHIBIT G TO THE FRANCHISE AGREEMENT
ELECTRONIC FUNDS TRANSFER AGREEMENT

AUTHORIZATION AGREEMENT FOR
AUTOMATED CLEARING HOUSE TRANSFER

COMPANY NAME: _____

COMPANY TAXPAYER ID NUMBER: _____

I HEREBY AUTHORIZE **LASHKIND FRANCHISE, INC.** TO AUTOMATICALLY DEBIT THE FOLLOWING CHECKING ACCOUNT ON A MONTHLY BASIS FOR ROYALTIES AND ADVERTISING, AS WELL AS PURCHASES MADE FROM LASHKIND FRANCHISE, INC. OR ITS AFFILIATES, SO LONG AS MY FRANCHISE AGREEMENT IS IN EFFECT. DEBITS FOR THIS AGREEMENT WILL BE FROM _____ (Date of Franchise Agreement)
FORWARD:

FINANCIAL INSTITUTION: _____

BRANCH: _____ CITY: _____ STATE: _____

TRANSIT/ABA NO.: _____ ACCOUNT # _____

ENCLOSED IS A VOIDED CHECK FROM THE ACCOUNT I DESIGNATE FOR DEBIT

DATED: _____, 20__ _____
Signature

EXHIBIT H TO THE FRANCHISE AGREEMENT
SBA ADDENDUM
RELATING TO
LASHKIND FRANCHISE, INC.
FRANCHISE AGREEMENT

THIS ADDENDUM (“Addendum”) is made and entered into on _____, _____, by Lashkind Franchise, Inc., a Delaware corporation having its principal place of business at 1867 Yonge Street, Suite 600, Toronto, Ontario, M4S 1Y5, Canada (“Franchisor”), and _____, located at _____ (“Franchisee”).

Recitals. Franchisor and Franchisee entered into a Franchise (or License) Agreement on _____, 20__, (Franchise Agreement). The Franchisee agreed among other things to operate and maintain a franchise located at _____ designated by Franchisor as Unit # _____ (Unit). Franchisee has obtained from a lender a loan (Loan) in which funding is provided with the assistance of the United States Small Business Administration (SBA). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which all of the parties acknowledge, the parties agree as follows:

1. The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.
2. Notwithstanding anything to the contrary in Section 14.1 of the Franchise Agreement, the Franchisee shall have the discretion to set pricing for its products and services provided that, subject to applicable antitrust laws, such pricing: (1) is at or below any maximum price cap programs established by Franchisor for its franchise system; or (2) is at or above any minimum price threshold programs established by Franchisor for its franchise system; or (3) conforms to any bona fide promotional programs or national or regional accounts programs established from time to time by Franchisor for its franchise system.
3. If the Franchise Agreement is terminated and the Franchised Site or its contents are to be sold under Section 17.6 of the Franchise Agreement and the parties are unable to as to a purchase price and terms, the fair market value of such premises and property shall be determined by three Appraisers chosen in the following manner. The Franchisee shall select one and Franchisor shall select one, and the two appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. The cost of the third appraiser shall be shared equally by the parties.
4. The following is added to the end of Section 19.1 of the Franchise Agreement:
However, the Franchisor may not exercise a right of first refusal:
 - (a) If a proposed Transfer is between or among individuals (including members of their immediate families and their respective spouses) who, at the time of the proposed Transfer, have an ownership interest in the Franchisee or the Franchise, and who have guaranteed the Franchisee’s obligations under a then outstanding indebtedness which is guaranteed by the United States Small Business Administration (“SBA”) (Owner/Guarantors); or

- (b) If a proposed Transfer involves a Person other than an Owner/Guarantor and the proposed Transfer involves a noncontrolling ownership interest in the Franchisee or the Franchise, unless such noncontrolling interest: (1) represents less than a 20% ownership interest in the Franchisee or in the Franchise, or (2) the Franchisor (in combination with all of Franchisor’s franchisees) qualifies as a small business and the exercise of the right does not affect the eligibility of the borrower to qualify for the SBA loan guarantee program.

The Franchisor’s right to approve or to disapprove a proposed Transfer or transferee, or to exercise its right of first refusal with respect to a Transfer of a controlling interest in Franchisee or the Franchise, shall not be affected by any of the foregoing provisions. If the Franchisor does not qualify as a small business under SBA regulations, the parties acknowledge and understand that the Franchisor’s exercise of its right of first refusal may result in an SBA guaranteed loan becoming immediately due and payable.

- 5. If Franchisor must operate the business under Section 25.1 and Section 25.2 of the Franchise Agreement, Franchisor will operate the business for a 90-day renewable term, renewable as necessary for up to one year and Franchisor will periodically discuss the status with Franchisee or its heirs.
- 6. Franchisor will not unreasonably withhold, delay or condition its consent to any proposed transfer or assignment by Franchisee which requires Franchisor’s consent under Section 18.2 of the Franchise Agreement.
- 7. Under Section 26 of the franchise agreement any SBA financed franchise will be granted a lien on the business assets of the franchisee as required in its loan authorization.
- 8. Section 18.5 is hereby deleted.
- 9. This Addendum automatically terminates on the earliest to occur of the following: (i) a Termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Agreement as of the day and year first above written.

FRANCHISOR:
LASHKIND FRANCHISE, INC.

FRANCHISEE:

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

EXHIBIT E TO THE DISCLOSURE DOCUMENT
MULTI-UNIT DEVELOPMENT AGREEMENT

LASHKIND FRANCHISE, INC.

MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-UNIT DEVELOPER

DATE

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EXHIBITS

- A – Development Area
- B – Multi-Unit Developer Fee and Development Schedule
- C – State Addendum

MULTI-UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between Lashkind Franchise, Inc., a Delaware corporation, with its principal office at 1867 Yonge Street, Suite 600, Toronto, Ontario, M4S 1Y5 (“we”, “us” or “our”) and _____, whose principal address is _____ (“you” or “your”).

W I T N E S S E T H:

WHEREAS, we have developed, and are in the process of further developing, a System identified by the service mark “Lashkind” and relating to the establishment and operation of a full-service beauty business having a distinctive interior and exterior design and trade dress and offering for sale to the public products and services related to the face, and in particular to eyelashes and eyebrows (referred to in this Agreement as a “Franchised Business”); and

WHEREAS, in addition to the service mark “Lashkind” and certain other Proprietary Marks, the distinguishing characteristics of the System include, among other things, uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; distinctive interior and exterior design, layout and décor; other strategies, techniques and trade secrets; and the Manual; and

WHEREAS, you wish to obtain the rights and license from us for the use of our System and Proprietary Marks and, in association therewith, to own and operate multiple Franchised Businesses in the area described in Schedule “A” attached hereto (hereinafter referred to as the “Development Area”) and you understand and accept the terms, conditions and covenants set forth herein as those which are reasonably necessary to maintain our high and uniform standards of quality and service in order to protect the goodwill and enhance the public image of the System and the Proprietary Marks; and

WHEREAS, we have the sole and exclusive right to the goodwill associated with the System and the Proprietary Marks and are willing to grant the use and license to you on the terms and conditions herein contained to use the System and the Proprietary Marks; and

WHEREAS, you acknowledge that you have read this Agreement and our Disclosure Document and that you understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at all Franchised Businesses in order to protect and preserve the goodwill of the Marks; and

WHEREAS, we expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guarantee, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement. You acknowledge that you have not received or relied on any representations, written or oral, about the franchise by us, or our officers, directors, employees or agents, that are contrary to the statements made in our Disclosure Document or to the terms herein, and further represent to us, as an inducement to our entry into this Agreement, that you have made no misrepresentations, written or oral, to us in the application for the multi-unit development rights granted hereunder.

ARTICLE I
DEVELOPMENT RIGHTS AND OBLIGATIONS

1.1 Subject to the provisions contained herein, this Agreement shall be for a term commencing on the date hereof and expiring on the last day of the last development period as defined in Exhibit B, attached hereto and incorporated herein by reference (“Development Period”).

1.2 We retain the right, in our sole discretion and without granting any rights to you: (a) to own and operate, or to grant other persons the right to own and operate, Franchised Businesses at such locations outside the Development Area, and on such terms and conditions as we deem appropriate in our sole discretion; and (b) to sell anywhere the products authorized for Franchised Businesses under the Proprietary Marks or other trademarks, service marks and commercial symbols through dissimilar channels of distribution and pursuant to such terms and conditions as we deem appropriate.

1.3 Provided you: (i) are in full compliance with the terms and conditions contained in this Agreement, including, without limitation, the development obligations contained in Section 1.4; and (ii) are in full compliance with all obligations under all Franchise Agreements heretofore or hereafter entered into with us; then during the Development Periods, we: (1) will grant to you, in accordance with the provisions of Article II hereof, franchises for the ownership and operation of Franchised Businesses located within the Development Area; and (2) with the exception of our Reserved Rights (as defined below), will not operate (directly or through an affiliate), nor grant a franchise for the operation of, any Franchised Business to be located within the Development Area, except such franchises as are granted to you.

1.4 You agree, during the term of this Agreement, that you will at all times faithfully, honestly and diligently perform your obligations hereunder and that you will continuously exert your best efforts to promote and enhance the development of Franchised Businesses within the Development Area. Without limiting the foregoing obligation, you agree to have signed leases within the Development Area for the cumulative number of Franchised Businesses at the end of each Development Period set forth in Section 2 of Exhibit B hereof (“Minimum Development Quota”) and to have each such Franchised Business open and operating in accordance with the timeframe set forth in the Franchise Agreement. You further agree that no Franchised Business may be opened for business unless and until a Franchise Agreement for such Franchised Business has been fully executed. If you fail at any time to meet any Minimum Development Quota, we shall have the right to terminate this Agreement by delivering a notice to you stating that we elect to terminate this Agreement as a result of such failure. Such termination shall be effective upon delivery of such notice of termination. Our right to terminate this Agreement shall be our sole and exclusive remedy for your failure to meet a Minimum Development Quota.

1.5 You acknowledge and understand that this Agreement does not confer upon you any right to use the System or the Proprietary Marks, which right may only be granted pursuant to a Franchise Agreement with us.

1.6 Notwithstanding anything contained in this Agreement to the contrary, we retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to:

(a) solicit prospective franchisees and grant franchises or other rights to operate System Franchised Businesses through national or regional advertising, trade shows or conventions or through e-commerce or similar means, including in the Development Area;

(b) grant franchises for Lashkind Franchises and to own and operate Lashkind Franchises or through affiliates at any location outside of the Development Area;

(c) sell, solicit, recruit and provide services for any franchised business not defined as a Lashkind Franchise anywhere, including in the Development Area;

(d) sell and provide the services and Proprietary Products authorized for sale by Lashkind Franchises under the Marks or other trade names, trademarks, service marks and commercial symbols through similar or dissimilar channels (including telephone, mail order, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce) for distribution within and outside of the Development Area and according to the terms and conditions we consider appropriate;

(e) solicit prospective franchisees for, and own and operate, businesses of any other kind or nature, anywhere;

(f) acquire be acquired by, merge or affiliate with, or engage in any transaction with other businesses (whether or not those businesses are competitive), including competing franchise systems with locations operating in your Development Area, we and/or our licensees have the right to operate the business under the Marks in the Development Area without affording any rights to you or providing any compensation to you; and

(g) establish and operate and/or to license others to establish and operate, franchised businesses in “Special Venues,” including Special Venues located in your Development Area. For purposes of this Agreement, the term “Special Venues” means non-traditional venues such as resorts, military bases, airports, casinos and entertainment venues.

ARTICLE II

GRANT OF FRANCHISES TO YOU

2.1 Subject to the provisions of Article I hereof, we agree to grant franchises to you for the operation of Franchised Businesses located within the Development Area, subject to the following: You shall submit to us a complete site report (containing such demographic, commercial, and other information and photographs as we may reasonably require) for each site at which you propose to establish and operate a Franchised Business and which you reasonably believe to conform to site selection criteria established by us from time to time. Such a proposed site shall be subject to our prior written approval, which will not be unreasonably withheld. In approving or disapproving any proposed site, we will consider such matters as we deem material, including, without limitation, demographic characteristics of the proposed site, traffic patterns, density of population, and other commercial characteristics (including the purchase price or rental obligations and other lease terms for the proposed site) and the size of premises, appearance, and other physical characteristics.

2.2 By delivery of written notice to you, we will approve or disapprove sites proposed by you for the operation of a Franchised Business. We agree to exert our best efforts to deliver such notification to you within thirty (30) days of receipt by us of the complete site reports and other materials requested by us, containing all information reasonably required by us. If you ~~shall have failed~~ fail to obtain lawful possession of any approved site (through acquisition, lease, or sublease) within thirty (30) days after delivery of our approval thereof, we may, in our sole discretion, withdraw approval of such site.

2.3 Provided you shall have obtained lawful possession of any approved site, we shall offer to you a franchise to operate a Franchised Business at such approved site by delivering to you a Franchise

Agreement in form for execution by you. Such Franchise Agreement shall be executed by an officer of you and returned to us within fifteen (15) days of our delivery thereof, with payment of the balance of the initial franchise fee required thereunder. If you fail to execute such Franchise Agreement and tender payment of the balance of the initial franchise fee as above provided, we may, at our sole discretion, terminate our offer to grant to you a franchise to operate a Franchised Business at such approved site and withdraw our approval of such site.

ARTICLE III
MULTI-UNIT DEVELOPER FEE

Concurrently with the execution of this Agreement, unless otherwise indicated on Exhibit B hereof, you shall pay to us the sum set forth in Section 1 of Exhibit B hereof as a non-refundable Multi-Unit Developer Fee, which shall be deemed fully earned by us upon execution of this Agreement.

ARTICLE IV
TERMINATION BY US

In addition to our right to terminate under Section 1.4 hereof, we shall have the right to terminate this Agreement by delivering a notice to you stating that we elect to terminate this Agreement as a result of any of the breaches set forth below. Such termination shall be effective upon delivery of such notice of termination or, if applicable, upon failure to cure (to our satisfaction) any such breach by the expiration of any period of time within which such breach may be cured in accordance with the provisions set forth below. It shall be a material breach of this Agreement if:

(a) you, or any of your shareholders, make an unauthorized assignment or transfer of this Agreement or an ownership interest in you;

(b) a general partnership interest in you (if you are a limited partnership) is terminated for whatever reason;

(c) you, or any of your shareholders, have made any material misrepresentation or omission in your application for the development rights conferred by this Agreement or are convicted of or plead no contest to a felony or other crime or offense that may adversely affect the goodwill associated with the Proprietary Marks;

(d) you fail to comply with any other provision of this Agreement;

(e) you fail on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not such failures to comply are corrected after notice thereof is delivered to you; or

(f) we have delivered a notice of termination of a Franchise Agreement in accordance with its terms and conditions as defined in such agreement.

You shall have the right to cure a breach under Paragraph (d) within thirty (30) days after delivery of our notice of termination.

ARTICLE V
EFFECT OF TERMINATION AND EXPIRATION

5.1 All obligations of us and you under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement and until they are satisfied in full or by their nature expire.

5.2 Upon termination, transfer, or expiration of this Agreement, you agree that for a period of two (2) years, commencing on the effective date of expiration, transfer, or termination of this Agreement, you (and your shareholders or partners) will not have any interest as an owner, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any facility that offers products or services similar to those offered at the Franchised Business located or operating within the Development Area or within twenty-five (25) miles of any Franchised Business in the System. The prohibitions in this paragraph do not apply to: (a) your ownership interest in or operation one or more Franchised Businesses operated under Franchise Agreements granted by us to you, or (b) your ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

ARTICLE VI
ASSIGNMENT

6.1 This Agreement is fully assignable by us and shall inure to the benefit of any assignee or other legal successor to our interests herein.

6.2 You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that we have granted this Agreement in reliance upon the individual or collective character, skill, aptitude, attitude, business ability, and financial capacity of your shareholders. Therefore, neither this Agreement (or any interest therein) nor any part or all of the ownership of you may be voluntarily, involuntarily, directly or indirectly, assigned, sold, subdivided, subfranchised, or otherwise transferred by you or your owners (including, without limitation, by consolidation or merger, by issuance of securities representing an ownership interest in you, by conversion of a general partnership to a limited partnership, by transfer or creation of an interest as a general partner of a limited partnership, by transfer of an interest in you, or in the event of you death or the death of an owner of you, by will, declaration of or transfer in trust or the laws of intestate succession), without our prior written approval, which approval may not be unreasonably withheld or delayed, and the payment of a transfer fee equal to Ten Thousand Dollars (\$10,000) per Franchised Business remaining to be developed, plus any applicable broker or commission fees. Any such assignment or transfer without such approval shall constitute a breach hereof and shall convey no rights to or interest in this Agreement to such assignee.

6.3 In the event you (or any of your owners) shall, subject to the restrictions and conditions of transfer contained in Section 6.2 of this Agreement, attempt to raise or secure funds by the sale of securities (including, without limitation, common or preferred stock, bonds, debentures or general or limited partnership interests) in you or any affiliate of yours, you, recognizing that the written information used with respect thereto may reflect upon us, agree to submit any such written information to us prior to its inclusion in any registration statement, prospectus or similar Disclosure Document or memorandum and must obtain our written consent to the method of financing prior to any offering or sale of such securities. Our written consent shall not imply or constitute our approval with respect to the method of financing, the offering literature submitted to us or any other aspect of the offering. No information respecting us or any of our affiliates shall be included in any securities disclosure document, unless such information has been furnished by us in writing pursuant to your written request, in which we, in our sole

discretion, object to any reference to us or any of our affiliates or to any of our franchisees in such offering literature or prospectus, such literature or prospectus shall not be used unless and until our objections are withdrawn. We assume no responsibility for the offering whatsoever.

6.4 You and each of your owners must indemnify, defend and hold harmless us and our affiliates, and our respective officers, directors, employees and agents, from any and all claims, demands, liabilities, and all costs and expense (including, without limitation, reasonable attorneys' fees) incurred in the defense of such claims, demands or liabilities arising from the offering or sale of such securities, whether asserted by a purchaser of any such security or by a governmental agency. We shall have the right (but not the obligation) to defend any such claims, demands or liabilities and/or to participate in the defense of any action to which we or any of our affiliates or any of our respective officers, directors, employees or agents are named as a party.

6.5 Upon your death or disability, or if you are a corporation, limited liability company, partnership, or other legal entity upon the death or disability of a principal owner of you, all of such person's interest in this Agreement or such interest in you shall be transferred to a transferee approved by us. Such disposition of this Agreement or such interest in you, including, without limitation, transfer by bequest or inheritance, shall be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and shall be subject to terms and conditions substantially similar to those applicable to transfers contained in this Article VI. Failure to so transfer the interest in this Agreement or such interest in you within said period of time shall constitute a breach of this Agreement.

ARTICLE VII **ENFORCEMENT**

7.1 To the extent that Section 5.2 is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time, but may be made enforceable by reductions of any or all thereof, you and we agree that same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought.

7.2 If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required hereunder, or the taking of some other action not required hereunder, or if under any applicable and binding law or rule of any jurisdiction any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the comparable provisions hereof, and we shall have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof as though it were separately articulated in and made a part of this Agreement that may result from striking from any of the provisions hereof, or any specification, standard or operating procedure prescribed by us, any portion or portions which a court may hold to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such court order. Such modifications to this Agreement shall be effective only in such jurisdiction unless we elect to give them greater applicability and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

7.3 We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Whenever this Agreement requires our

prior approval or consent, you shall make a timely written request therefor, and such approval shall be obtained in writing.

7.4 We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you by granting any waiver, approval, or consent to you, or by reason of any neglect, delay, or denial of any request therefor. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to our continuing review, and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of ten (10) days' prior written notice.

7.5 We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to determine this Agreement prior to the expiration of its term) by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal, or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure, or omission by us to exercise any right, power, or option, whether of the same, similar or different nature, with respect to any Franchised Business or any development or franchise agreements therefor; any grant of a Franchise Agreement to you; or the acceptance by us of any payment from you after any breach of this Agreement.

7.6 Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) compliance with any law, ruling, order, regulation, requirement, or instruction of any federal, state, or municipal government or any department or agency thereof; (2) acts of God; (3) acts or omissions of the other party; (4) fires, strikes, embargoes, war, or riot; or (5) any other similar event or cause. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

7.7 Nothing herein contained shall bar our right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us loss or damages under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. You agree that we may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law.

7.8 Our and your rights hereunder are cumulative and no exercise or enforcement by us or you of any right or remedy hereunder shall preclude the exercise or enforcement by us or you of any other right or remedy hereunder or which we or you are entitled by law or equity to enforce.

7.9 To the extent not inconsistent with applicable law, this Agreement and the offer or sale of this Agreement shall be governed by the substantive laws (and expressly excluding the choice of law) of the State of Delaware.

7.10 You and we agree that any action arising out of or relating to this Agreement (including, without limitation, the offer and sale of this Agreement) shall be instituted and maintained only in a state or federal court of general jurisdiction in the State of Delaware, and you irrevocably submit to the jurisdiction of such court and waives any objection you may have to either the jurisdiction or venue of such court.

7.11 This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns, and successors in interest, and shall not be modified except by written agreement signed by both you and us.

7.12 The preambles and exhibit(s) are a part of this Agreement, which constitutes the entire agreement of the parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in this or any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document.

7.13 Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto.

7.14 The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such sections or paragraphs.

7.15 The term “Multi-Unit Developer” as used herein is applicable to one (1) or more persons, a corporation or a partnership, as the case may be, and the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine. If two (2) or more ~~persons~~people are at any time Multi-Unit Developer hereunder, their obligations and liabilities to us shall be joint and several. References to “Multi-Unit Developer” and “assignee” which are applicable to an individual or individuals shall mean the owner(s) of the equity or operating control of Multi-Unit Developer or the assignee, if Multi-Unit Developer or the assignee is a corporation, limited liability company or partnership.

7.16 This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

7.17 Time is of the essence of this Agreement.

ARTICLE VIII **DISPUTE RESOLUTION**

8.1 The parties have reached this Agreement in good faith and with the belief that it is advantageous to each of them. In recognition of the strain on time, unnecessary expense and wasted resources potentially associated with litigation and/or arbitration, and in the spirit of cooperation, the parties pledge to try to resolve any dispute amicably, without litigation or arbitration. Other than an action brought by us under Section 8.3 of this Agreement, and with the exception of injunctive relief or specific performance actions, before the filing of any arbitration, you and we agree to mediate any dispute, controversy or claim between us and/or any of our affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a “Franchisor Related Party”), on the one hand, and you and/or any of your affiliates, officers, directors, managers, shareholders, members, owners, guarantors, employees or agents (each a “Developer Related Party”), including without limitation, in connection with any dispute, controversy or claim arising under, out of, in connection with or in relation to: (a) this Agreement; (b) the parties’ relationship; or (c) the events occurring prior to the entry into this Agreement. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any arbitration or legal action, including any action to interpret or enforce this Agreement.

(a) Mediation will be conducted in Delaware (or, at our option, the county where our corporate headquarters is then_located). Persons authorized to settle the dispute must attend each mediation session in person, or, if authorized by us, through a designated video conferencing platform. The party seeking mediation (the “Initiating Party”) must commence mediation by sending the other party/parties a written notice of its request for mediation (the “Mediation Notice”). The Mediation Notice must specify, to the fullest extent possible, the nature of the dispute, the Initiating Party’s version of the facts surrounding the dispute, the amount of damages and the nature of any injunctive or other such relief

such party claims, and must identify one or more persons with authority to settle the dispute for the Initiating Party. Upon receipt of the Mediation Notice, the parties will endeavor, in good faith, to resolve the dispute outlined in the Dispute Notice. If the parties have been unable to resolve any such dispute within twenty (20) days after the date the Mediation Notice is provided by the Initiating Party to the other party, either party may initiate a mediation procedure in accordance with this provision. The parties agree to participate in the mediation proceedings in good faith with the intention of resolving the dispute, if at all possible, within thirty (30) days of the notice from the party seeking to initiate the mediation procedures. The parties agree to participate in the mediation procedure to its conclusion, as set forth in this section.

(b) The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful after reviewing the position papers, the mediator shall give both himself or herself and the authorized person designated by each party an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the authorized persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties. All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party.

(c) The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible. The mediation may be concluded: (a) by the signing of a settlement agreement by the parties; (b) by the mediator's declaration that the mediation is terminated; or (c) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any arbitration or legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

(d) The fees and expenses of the mediator shall be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute or any related or similar matter in which either of the parties is involved. The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct, statement, promise, offer, view or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible shall not be excluded from discovery or made inadmissible simply because of its use in the mediation.

8.2 Except as qualified below and in Section 8.3, and if not resolved by the negotiation and mediation procedures set forth in Section 8.1, all disputes, claims and controversies between us or a Franchisor Related Party on the one hand, and you and/or any of your owners or guarantors on the other hand, arising under, out of, in connection with, or related to: (a) this Agreement; (b) the parties' relationship; (c) the events leading up to the entry into this Agreement; (d) the scope or validity of the arbitration obligation under this Agreement; (e) any System standard; (f) any claim based in tort or any theory of negligence (including claims for fraud in the inducement and other claims of fraud and the arbitrability of any matter); and / or (g) any lease or sublease for any Franchised Business, shall be submitted to binding arbitration in Delaware (or at our option, in the city and state in which our then-

current headquarters is located) under the authority of Delaware Statutes. The arbitrator(s) will have a minimum of five (5) ~~years~~^{years} experience in franchising or distribution law and will have the right to award specific performance of this Agreement. If the parties cannot agree upon a mutually agreeable arbitrator, then the arbitration shall be conducted as per the selection method set forth in the Delaware Statutes. The proceedings will be conducted under the commercial arbitration rules of the American Arbitration Association, to the extent such rules are not inconsistent with the provisions of this arbitration provision or the Delaware Statutes. Any arbitration must be on an individual basis and the parties, and the arbitrator will have no authority or power to proceed with any claim as a class action, associational claim, or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. In the event a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims to the jurisdiction of the courts. The arbitrator shall have the right to make a determination as to any procedural matters that the court of competent jurisdiction would be permitted to make in the state in which our main office is located. Further, the arbitrator shall decide all factual, procedural, or legal questions relating in any way to the dispute between the parties, including, without limitation, questions relating to whether Section 8.1 or 8.2 is applicable and enforceable as against the parties; the subject matter, timeliness, and scope of the dispute; any available remedies; and the existence of unconscionability and/or fraud in the inducement. The decision of the arbitrator(s) will be final and binding on all parties. This Section will survive termination or non-renewal of this Agreement under any circumstances. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any arbitration proceeding, you and we shall fully perform our respective obligations under this Agreement. Other than as may be required by law, the entire arbitration proceedings (including, without limitation, any rulings, decisions or orders of the arbitrator), shall remain confidential and shall not be disclosed to anyone other than the parties to this Agreement. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so shall not be deemed to have waived or relinquished our right to seek recovery of those costs against you.

8.3 Exceptions to Mediation and Arbitration. Notwithstanding Section 8.1 or Section 8.2, the parties agree that the following claims will not be subject to internal dispute resolution, mediation or arbitration:

(a) any action for declaratory or equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, brought at any time, including, without limitation, prior to or during the pendency of any arbitration proceedings initiated hereunder;

(b) any action in ejectment or for possession of any interest in real or personal property; or

(c) any claim by us: (i) relating to your failure to pay any fee due to us under this Agreement; (ii) relating to your failure to comply with the confidentiality and non-competition covenants set forth in this Agreement; (iii) for indemnification; and/or (iv) and/or our affiliates relating to your use of the Marks and/or the System, including, without limitation, claims for violations of the Lanham Act.

8.4 No Class or Collective Actions. You agree that any arbitration, or, if applicable, litigation, between you (or any of your owners or guarantors), on the one hand, and us or Franchisor Related Party, on the other hand, will be on such party's individual claim and that the claim or claims subject to arbitration and/or litigation shall not be arbitrated or litigated on a class- wide, associational or collective basis.

8.5 Notwithstanding anything to the contrary contained in Section 8.1 or 8.2 above, we and you each have the right, in a proper case, to seek injunctions, restraining orders and orders of specific performance from a court of competent jurisdiction, provided that, with the exception of claims covered under Section 8.3 above, we agree to contemporaneously submit our dispute for arbitration on the merits as provided herein.

You agree that we will not be required to post a bond to obtain any injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction if warranted upon due hearing. All claims for damages by reason of the wrongful issuance of such injunction are hereby expressly waived. If we secure any such injunction or order of specific performance, you agree to pay to us an amount equal to the aggregate of our costs of obtaining such relief including, without limitation, reasonable legal fees, costs and expenses as provided in this Section and any damages incurred by us as a result of the breach of any such provision.

8.6 Limitation of Damages

The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES; *except that* this waiver and limitation shall not apply with respect to (a) your obligation to indemnify us pursuant to any provision of this Agreement, or (b) any claims we bring against you and/or your guarantors and/or your owners for unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, unfair competition, breach of your confidentiality or non-competition covenants under this Agreement, and/or any cause of action under the Lanham Act, and we shall be entitled to receive an award of multiple damages, attorneys' fees and all damages as provided by law.

8.7 Waiver of Jury Trial

The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in this Agreement is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

8.8 **No Class or Collective Actions.** You agree that any arbitration, or, if applicable, litigation, between you (or any of your owners or guarantors), on the one hand, and us or Franchisor Related Party, on the other hand, will be on such party's individual claim and that the claim or claims subject to arbitration and/or litigation shall not be arbitrated or litigated on a class-wide, associational or collective basis.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement in _____ counterparts on the day and year first above written.

LASHKIND FRANCHISE, INC.

By: _____

Name: _____

Title: _____

MULTI-UNIT DEVELOPER

By: _____

Name: _____

Title: _____

EXHIBIT "A"

The Development Area referred to in Article I of the captioned agreement shall be:

LASHKIND FRANCHISE, INC.

By: _____
Name: _____
Title: _____

MULTI-UNIT DEVELOPER

By: _____
Name: _____
Title: _____

EXHIBIT "B"

SECTION I

The Multi-Unit Developer Fee referred to in Article III of the captioned agreement shall be _____ Thousand Dollars (\$_____). The Multi-Unit Developer Fee shall be paid by the Multi-Unit Developer to Franchisor upon execution of this Agreement. The Multi-Unit Developer Fee is calculated as Forty-Five Thousand Dollars (~~\$40~~45,000) for the first Franchised Business, Thirty Thousand Dollars (\$30,000) for the second Franchised Business and Fifteen Thousand Dollars (\$15,000) each for the third and subsequent Franchised Business.

Notwithstanding anything to the contrary contained in the captioned agreement or in any Franchise Agreement, should Multi-Unit Developer terminate this agreement for any reason, then the Multi-Unit Developer Fee is non-refundable.

SECTION II

Multi-Unit Developer agrees to have each Franchised Business open and operating at the end of the applicable Development Period:

Number of Franchised Businesses

Last Day of Development Period

_____	_____, 20__ (First Development Period)
_____	_____, 20__ (Second Development Period)
_____	_____, 20__ (Third Development Period)
_____	_____, 20__ (Fourth Development Period)
_____	_____, 20__ (Fifth Development Period)
_____	_____, 20__ (Sixth Development Period)

The first Development Period commences on the date of the captioned agreement and expires on the date shown; each subsequent Development Period commences on the date succeeding the last day on the preceding Development Period and expires on the date shown.

LASHKIND FRANCHISE, INC.

MULTI-UNIT DEVELOPER

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C TO THE MULTI-UNIT DEVELOPMENT AGREEMENT

ADDENDUM TO THE MULTI-UNIT DEVELOPMENT AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20__.

ATTEST

LASHKIND FRANCHISE, INC.

Witness

By: _____
Name: _____
Title: _____

MULTI-UNIT DEVELOPER:

Witness

|

|

STATE ADDENDUM
REQUIRED BY THE STATE OF MARYLAND

The amendments to the Multi-Unit Development Agreement included in this addendum have been agreed to by the parties.

1. The provision contained in the termination sections of the Multi-Unit Development Agreement may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

2. The appropriate sections of the Multi-Unit Development Agreement shall be amended to state that 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.

3. Article VIII of the Multi-Unit Development Agreement is amended to provide that the limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim under the Maryland Franchise Registration and Disclosure Law.

4. Article VIII of the Multi-Unit Development Agreement is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Article VII of the Multi-Unit Development Agreement is amended to state that the acknowledgements or representations of the franchisee made in the Statement which disclaim the occurrence and/or acknowledgement of the non-occurrence of acts that would constitute a violation of the Franchise Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Addendum dated this _____ day of _____, 20____.

ATTEST

LASHKIND FRANCHISE, INC.

Witness

By: _____
Name: _____
Title: _____

Witness

MULTI-UNIT DEVELOPER:

**WASHINGTON ADDENDUM TO THE MULTI-DEVELOPMENT AGREEMENT,
FRANCHISEE ACKNOWLEDGEMENT STATEMENT, AND RELATED AGREEMENTS**

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

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

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

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

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

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

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20____.

FRANCHISOR

FRANCHISEE

**EXHIBIT F TO THE DISCLOSURE DOCUMENT
TABLE OF CONTENTS OF THE OPERATIONS MANUAL**

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EXHIBIT G TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES
(as of December 31, ~~2022~~2023)

None.

<u>Franchisees (as of December 31, 2022)</u>			
<u>State</u>	<u>Business Location</u>	<u>Franchisee</u>	<u>Contact Information</u>
<u>Arizona</u>	<u>1900 W Germann Rd, Suite 1 Chandler, AZ, 85286</u>	<u>AZ Lashes LLC</u>	<u>480-331-8843</u>
<u>California</u>	<u>4396 Bonita Rd Bonita, CA 91902</u>	<u>NNT Beauty Corp</u>	<u>619-483-1176</u>
	<u>2588 El Camino Real, Suite P Carlsbad, CA 92008</u>	<u>NNT Beauty Corp</u>	<u>760-895-1668</u>
	<u>5208 Jackson Dr, #110 La Mesa, CA 91942</u>	<u>MSKY Beauty LLC</u>	<u>619-736-3617</u>
	<u>16445 Paseo Del Sur, Unit 135 Carlsbad, CA 92127</u>	<u>Bao Beauty Corp</u>	<u>858-769-9591</u>
	<u>3909 4th Ave San Diego, CA 92103</u>	<u>MSKY Beauty LLC</u>	<u>619-738-0280</u>
	<u>910 Grand Ave, #205 San Diego, CA 92109</u>	<u>Jencor LLC</u>	<u>619-356-0910</u>
	<u>8813 Villa La Jolla Dr, Suite 2012 La Jolla, CA 92037</u>	<u>ArisRome LLC</u>	<u>858-683-3266</u>
	<u>840 W Valley Pkwy, Suite 270 Escondido, CA 92025</u>	<u>Christal Serrano LLC</u>	<u>760-896-4447</u>
	<u>5710 Kearny Villa Rd, Suite 203 San Diego, CA 92123</u>	<u>NNT Beauty Corp</u>	<u>858-848-9284</u>
	<u>983 Lomas Santa Fe Dr, Suite E Solana Beach, CA 92075</u>	<u>NNT Beauty Corp</u>	<u>858-381-0034</u>
	<u>South Carolina</u>	<u>889 Houston Northcutt Blvd, Mt Pleasant, SC 29464</u>	<u>Charlotte Fleer</u>

FRANCHISE AGREEMENTS SIGNED BUT NOT YET OPENED
(as of December 31, 2023)

<u>Arizona</u>	
<u>TCL, LLC Lashes Elizabeth Rajasekhar 17276 W. Molly Lane Surprise, Arizona 85387 717-580-6981</u>	

<u>California</u>	
<u>Alora LLC</u> <u>Chris and Christine Hahn</u> <u>2043 Artisan Way, Chula Vista, CA 91915</u> <u>619-942-4167</u>	<u>Lai Holdings LLC</u> <u>Jeff and Fiona Lai</u> <u>2712 Augustine Drive, Suite 140, Santa Clara, CA 95050</u> <u>650-288-8700</u>
<u>Florida</u>	
<u>Lapau Inc.</u> <u>360 San Lorenzo Ave #1535</u> <u>Coral Gables, FL 33146</u> <u>305-901-5432</u>	
<u>Texas</u>	
<u>Stephanie Winsor</u> <u>4625 Kingwood Drive, Suite 600</u> <u>Kingwood, TX 77345</u> <u>337-501-3133</u>	<u>Judy Adams</u> <u>4800 Eldorado Pkwy Suite 500</u> <u>Frisco, TX 75033</u> <u>469-268-3545</u>

EXHIBIT H TO THE DISCLOSURE DOCUMENT

FRANCHISEES WHO HAVE LEFT THE SYSTEM

(as of December 31, ~~2022~~2023)

None.

<u>California</u>	
<u>LashBar JJ LLC</u> <u>Jessica Quy 760-532-5659</u>	<u>Molly Moons Group LLC</u> <u>Jessica Quy 760-532-5659</u>

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

EXHIBIT I TO THE DISCLOSURE DOCUMENT
GENERAL RELEASE

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ by and between LASHKIND Franchise, Inc., a Delaware corporation having its principal place of business located at 1867 Yonge Street, Suite 600, Toronto, Ontario, M4S 1Y5 (the “Franchisor”), and _____, an individual residing at _____ (hereinafter referred to as “Releasor”), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor:**

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys’ fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys’ fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Delaware law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Delaware.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness:

RELEASOR:

(Name)

Witness:

LASHKIND FRANCHISE, INC.:

By: _____

Name: _____

Title: _____

EXHIBIT J TO THE DISCLOSURE DOCUMENT
FRANCHISEE ACKNOWLEDGEMENT STATEMENT
***NOT FOR USE IN CALIFORNIA**

Do not sign this Acknowledgement Statement if you are a resident of Maryland or the business is to be operated in Maryland.

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement (or Multi-Unit Development Agreement). Notify Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee (or developer) 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.

Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations

and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

Initial

7. Franchisee acknowledges that it has received the LASHKIND Franchise, Inc.'s Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE FRANCHISOR ENTITY, IP ENTITY, HOLDING ENTITY, ANY OTHER AFFILIATES AND ANY OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED

TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF.

Initial

FRANCHISEE:

PRINCIPAL:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Date: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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 states below:

State	Effective Date
California	April 25, 2023 <u>Pending</u>
Illinois	<u>Pending</u>
Indiana	May 17, 2023 <u>Pending</u>
Maryland	<u>Pending</u>
Michigan	April 7, 2023 <u>Pending</u>
Minnesota	August 14, 2023 <u>Pending</u>
New York	<u>Pending</u>
North Dakota	August 2, 2023 <u>Pending</u>
Rhode Island	May 15, 2023 <u>Pending</u>
South Dakota	August 1, 2023 <u>Pending</u>
Virginia	<u>Pending</u>
Washington	<u>Pending</u>
Wisconsin	April 25, 2023 <u>Pending</u>

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.

**EXHIBIT K TO THE DISCLOSURE DOCUMENT
RECEIPT**

(RETAIN THIS COPY FOR YOUR RECORDS)

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

If LASHKIND Franchise, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If LASHKIND Franchise, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit A.

The franchisor is LASHKIND Franchise, Inc., located at 1867 Yonge Street, Suite 600, Toronto, Ontario, M4S 1Y5. Its telephone number is (416) 630-6280.

Issuance date: ~~March 17, 2023~~ September 9, 2024

The name, principal business address and telephone number of the franchise seller for this offering is:

~~Patrick Pantano~~
Corey Wilde
 1867 Yonge St., Suite 600
 Toronto, ON M4S 1Y5 Canada;
 (416) 630-6280

I have received a disclosure document dated ~~March 17, 2023~~ September 9, 2024, that included the following Exhibits:

<u>A – List of State Administrators/Agents for Service of Process</u>	<u>F – Table of Contents of the Operations Manual</u>
<u>B – State Specific Addendum</u>	<u>G – List of Franchisees</u>
<u>C – Financial Statements</u>	<u>H – Franchisees Who Have Left the System</u>
<u>D – Franchise Agreement (and Exhibits)</u>	<u>I – General Release</u>
<u>E – Multi-unit development agreement (and Exhibits)</u>	<u>J – Franchisee Acknowledgment Statement</u>

Dated: _____

 Signature of recipient

 Name of recipient

 Legal residence address

A – List of State Administrators/Agents for	F – Table of Contents of the Operations Manual
--	---

— Service of Process	
B State Specific Addendum	G List of Franchisees
C Financial Statements	H Franchisees Who Have Left the System
D Franchise Agreement (and Exhibits)	I General Release
E Multi-unit development agreement (and Exhibits)	J Franchisee Acknowledgment Statement

Dated: _____

Signature of recipient

Name of recipient

Legal residence address

You may return the signed receipt either by signing, dating and emailing a copy to patrickcorey@bloccorporate.com, or by faxing a copy of the signed and dated receipt to LASHKIND Franchise, Inc. at (416) 630-6281.

EXHIBIT K TO THE DISCLOSURE DOCUMENT
RECEIPT

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

If LASHKIND Franchise, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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The franchisor is LASHKIND Franchise, Inc., located at 1867 Yonge Street, Suite 600, Toronto, Ontario, M4S 1Y5. Its telephone number is (416) 630-6280.

Issuance date: ~~March 17, 2023~~ September 9, 2024

The name, principal business address and telephone number of the franchise seller for this offering is:

~~Patriek Pantano~~
Corey Wilde
1867 Yonge St., Suite 600
Toronto, ON M4S 1Y5 Canada;
(416) 630-6280

I have received a disclosure document dated ~~March 17, 2023~~ September 9, 2024, that included the following Exhibits:

<u>A – List of State Administrators/Agents for Service of Process</u>	<u>F – Table of Contents of the Operations Manual</u>
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<u>E – Multi-unit development agreement (and Exhibits)</u>	<u>J – Franchisee Acknowledgment Statement</u>

Dated: _____
_____ Signature of recipient

_____ Name of recipient

_____ Legal residence address

A— List of State Administrators/Agents for — Service of Process	F— Table of Contents of the Operations Manual
B— State Specific Addendum	G— List of Franchisees
C— Financial Statements	H— Franchisees Who Have Left the System
D— Franchise Agreement (and Exhibits)	I— General Release
E— Multi-unit development agreement (and Exhibits)	J— Franchisee Acknowledgment Statement

Dated: _____

Signature of recipient

Name of recipient

Legal residence address

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