

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

| Issuance Date: April 1, 2024, as amended September 6, 2024.

Ms. Clark has been our Chief Executive Officer, and has held the same position at WellBiz and with our affiliates, since March 2024 in Denver, Colorado. From February 2020 until March 2024, Ms. Clark held various roles with Papa John's Franchising, LLC, including most recently as Chief Operating Officer for International from September 2023 to March 2024. From February 2019 to February 2020, Ms. Clark served as the Executive Vice President for Restaurant Experience for Taco Bell, Inc.

Robert Bell, Chief Financial Officer and President

~~Mr. Bell has been our Chief Financial Officer in Denver, Colorado and held the same position at Drybar Gift Card since February 2021. Mr. Bell has held the same position at WellBiz and with our affiliates since May 2019 in Denver, Colorado. From March 2019 to May 2019, Mr. Bell served as Senior Vice President of Finance at WellBiz and with our affiliates. From April 2018 to February 2019, Mr. Bell served as Vice President of Finance at WellBiz and with our affiliates.~~

Ankin Laysha, Chief Operating Officer

Ms. Laysha has been our Chief Operating Officer, and has held the same position at WellBiz and with our affiliates since March 2023 in Denver, Colorado. From September 2019 to February 2023, Ms. Laysha served as Senior Director of Strategy and Design for 24 Hour Fitness in Carlsbad, California. From July 2016 to September 2019, Ms. Laysha served as an Engagement Manager for McKinsey & Company in Los Angeles, California.

Prabashinee Moodley, Chief Development Officer

Ms. Moodley has been our Chief Development Officer, and has held the same position at WellBiz and with our affiliates, since July 2024 in Atlanta, Georgia. From January 2023 until June 2024, Ms. Moodley served as the Head of Business Development, Americas for The Coffee Bean and Tea Leaf a/k/a International Coffee and Tea in Los Angeles, California. From September 2019 to January 2023, Ms. Moodley held various roles with Inspire Brands in Sandy Springs, Georgia, including most recently as VP of Development Planning from June 2021 to January 2023.

ITEM 3. LITIGATION

Kathleen Martin et al. v. Radiant Waxing Franchise, LLC, WellBiz Brands, Inc., Steele Pomp LLC, Lunchbox Franchise, LLC, and Jeremy Morgan (filed on October 19, 2023; District Court, City and County of Denver, State of Colorado, Case No. 2023CV033083). A group of franchisees filed a consolidated complaint against Defendants alleging breach of the franchise agreements, tort claims, ~~and equitable claims, and a consumer protection act claim~~ arising out of (i) RWF's acquisition of the LunchboxWax franchise system and subsequent changes to the system; and (ii) RWF's handling of monies paid into the Brand and System Development Fund. Franchisees seek compensatory, economic, consequential, and incidental damages; rescission of the franchise agreements; declaratory relief; and attorneys' fees and costs. ~~Defendants have filed a motion to dismiss the Complaint, which is pending. No trial date has been~~ RWF has asserted counterclaims against certain of the franchisees alleging breach of the franchise agreements. Trial is set for February 2025.

Other than as described above, no litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

personnel to attend such training. You are also responsible for the travel and living expenses and out-of-pocket costs we incur in sending our trainer(s) to your Shop to conduct training, including food, lodging and transportation.

10. **Annual Conference Registration Fees.** You (or your Operating Partner) and any applicable Designated Manager are required to attend any scheduled annual franchise owner conferences. You will be required to pay our then-current registration fee, which we reserve the right to collect via ACH for at least one attendee on behalf of your Shop no later than 60 days prior to the scheduled annual conference unless you obtain a written attendance waiver from us. If you do not attend, we may charge you a default fee for failing to attend. You are responsible for travel and living expenses, including wages, transportation, food, lodging, and workers' compensation insurance incurred by you or your personnel to attend such training.
11. **Manager Training Program Fee.** Before or after you have opened your Shop for business, we may offer you (or your Operating Partner) and any applicable Designated Manager, based on the factors that we determine, the opportunity to attend a manager training program. If you elect to attend such training, you may be required to pay us our then-current training fee. We do not currently require attendance and completion of this manager training program, but we may do so in the future. You are responsible for travel and living expenses, including wages, transportation, food, lodging, and workers' compensation insurance incurred by you or your personnel to attend such training.
12. **Technology Fee.** We require you to pay a fee to us, or a service provider we designate (which may be one of our affiliates), for technology-related services, including website or email hosting, help desk support, software or website development, enterprise solutions and other services associated with your Computer System and/or any Franchise System Website (a "Technology Fee"). The Technology Fee is payable monthly, which we will ACH from your bank account on the 1st day of each month beginning 60 days before your Shop opens. The email portion of the Technology Fee includes up to five users; we currently charge ~~\$10~~ between \$14 and \$23 per month per account if you request, and we agree to establish, additional email accounts for your Shop. If you want access to technologies other than email before opening, then the Technology Fee will accrue at the monthly rate from such time. If we travel to your Shop to provide any technological support and/or installation services, you must also reimburse us for the costs we incur for such site visit, including travel, food, and lodging. We may periodically modify the Technology Fee upon 30 days' written notice.
13. **Marketing Cooperatives.** We may establish a marketing cooperative in a geographic area in which three or more Shops are located ("Marketing Cooperative"). The Marketing Cooperative's members will include all Shops operating in the geographic area, including us and our affiliates, if applicable. Any Shop we or our affiliates own will have the same voting power as franchised Shops. We may also require that you join an existing Marketing Cooperative operating in a geographic area encompassing or near your Shop. We may collect Marketing Cooperative fees and transfer those fees to the Marketing Cooperative, or the Marketing Cooperative may collect the fees directly, as we determine. We may designate, approve or develop standards and specifications for Marketing Cooperative suppliers. We will determine how any Marketing Cooperative is organized and governed, but the Marketing Cooperative's members are responsible for its administration and determination of contribution levels. All Marketing Cooperatives will be governed by written documentation we designate or approve. Such documentation is available for Marketing Cooperative member review. We may form, modify, change, dissolve, or merge Marketing Cooperatives. As of the date of this Disclosure Document, there are zero Marketing Cooperatives in existence.

only the brands, types, or models of products, materials, supplies and services (including the Operating Assets and the Computer System) that we designate for operating your Shop.

Memberships

You must offer and sell Memberships as we require. You must comply with our System Standards regarding Memberships, which includes regulating the admission of clients of your Shop to other Shops, or vice-versa, and payment allocations which are due to Shops which provide services. We facilitate such payment allocations on a pass-through basis as a service to our franchisees. All Memberships must be evidenced by a Membership Agreement and may not be for a term that extends beyond the expiration of your Franchise Agreement. We may provide you a form of Membership Agreement, and if we do so, you will use the form of Membership Agreement that we provide to you, and you will not make any modifications in the forms without our prior written consent. You are responsible for ensuring that the Membership Agreements and your offer of Memberships comply with all applicable laws for your Shop. We own all information relating to clients and members of your Shop. We may contact any member(s) of your Shop at any time.

Pricing

Subject to applicable law, we may periodically set a maximum or minimum price that you may advertise for products and services offered by your Shop. If we impose a maximum advertised price for any product or service, you may not advertise a higher price for the product or service than the maximum advertised price we impose. If we impose a minimum advertised price for any product or service, you may not advertise a lower price for such product or service than the minimum advertised price we impose. Further, you must comply with any advertising policy we adopt which may prohibit you from advertising any price for a product or service that is different than our suggested retail price.

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 franchise or other agreement	Summary
a.	Length of the franchise term	Franchise Agreement – 1.A.	10 years
		Area Development Agreement – 1.B	Term ends when you sign a lease for the last Shop to be developed according to the Development Schedule or the last day of the last development period, whichever occurs first.
b.	Renewal or extension of the term	Franchise Agreement – 13.A.	One additional term of 10 years
		Area Development Agreement	Not applicable
c.	Requirements for franchisee to renew or extend	Franchise Agreement – 13.A., 13.B.	You must: 1) provide written notice of your election to acquire a successor franchise; 2) not be in default; 3) sign the then-current form of our franchise agreement (which may contain terms and conditions materially different from those in your original Franchise Agreement); 4) sign a general release; 5) pay the successor franchise fee; and 6) update/remodel the Shop to our then-current standards.
		Area Development	Not applicable.

State Effective Dates

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

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

State	Effective Date
California	April 1, 2024 <u>As Amended: Pending</u>
Hawaii	April 9, 2024 <u>As Amended: Pending</u>
Illinois	April 2, 2024 <u>As Amended: Pending</u>
Indiana	April 2, 2024 <u>As Amended: Pending</u>
Maryland	See separate FDD
Michigan	April 1, 2024 <u>As Amended: Pending</u>
Minnesota	April 18, 2024 <u>As Amended: Pending</u>
New York	April 1, 2024 <u>As Amended: Pending</u>
North Dakota	April 30, 2024 <u>As Amended: Pending</u>
Rhode Island	March 29, 2024 <u>As Amended: Pending</u>
South Dakota	April 1, 2024 <u>As Amended: Pending</u>
Virginia	April 9, 2024 <u>As Amended: Pending</u>
Washington	See separate FDD
Wisconsin	April 2, 2024 <u>As Amended: 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.

**RECEIPT
(OUR COPY)**

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 DB Franchise, LLC, 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, or sooner if required by applicable state law. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must 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 DB Franchise, LLC, does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit F.

The franchisor is DB Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, (303) 663-0880. The franchise seller for this offering is:

<input type="checkbox"/> _____ DB Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> _____ DB Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> Name of Franchised Seller: _____ Principal Business Address: _____ _____ _____
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| Issuance Date: April 1, 2024, as amended September 6, 2024.

See Exhibit F for our registered agents authorized to receive service of process.

| I have received a Disclosure Document dated April 1, 2024, as amended September 6, 2024, that included the following Exhibits:

Exhibit A - State Addenda and Agreement Riders	Exhibit F - State Agencies and Agents for Service of Process
Exhibit B - Franchise Agreement and Exhibits	Exhibit G - Agreement and Conditional Consent to Transfer
Exhibit C - Area Development Agreement and Exhibits	Exhibit H - Form of Renewal Addendum
Exhibit D1 - List of Franchisees	Exhibit I - Operations Manual Table of Contents
Exhibit D2 - Franchisees Who Left the System	Exhibit J - State Effective Dates
Exhibit D3 - Franchises Sold But Not Yet Opened	Exhibit K - Receipts
Exhibit E - Financial Statements	

PROSPECTIVE FRANCHISEE:

If a business entity:

Name of Business Entity
Signature: _____
Title: _____
Print Name: _____

Dated: _____
(Do not leave blank)

If an individual:

Print Name: _____

Dated: _____
(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail to DB Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, or by faxing it to (720) 545-2151.

**RECEIPT
(YOUR COPY)**

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 DB Franchise, LLC, 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, or sooner if required by applicable state law. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must 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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PROSPECTIVE FRANCHISEE:

If a business entity:

Name of Business Entity

Signature: _____

Title: _____

Print Name: _____

Dated: _____

(Do not leave blank)

If an individual:

Print Name: _____

Dated: _____

(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail to DB Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, or by faxing it to (720) 545-2151.

63465700v2

63465700v4

April/September 2024 Amended FDD

Ex. K – Receipts

DB FRANCHISE, LLC
AREA DEVELOPMENT AGREEMENT
(MULTI-UNIT DEVELOPMENT)

DEVELOPER

DATE OF AGREEMENT

DEVELOPMENT AREA

**EXHIBIT A
TO AREA DEVELOPMENT AGREEMENT**

DEVELOPMENT AREA; DEVELOPMENT SCHEDULE AND OWNERSHIP

The **Development Area** is comprised of: _____, as further depicted within the outlined area(s) of the map(s) attached hereto. If the Development Area is identified by counties or other political subdivisions, political boundaries will be considered fixed as of the date of this Agreement and will not change, notwithstanding a political reorganization or change to the boundaries or regions.

[AS APPLICABLE: For purposes of the Development Schedule set forth below, [_____] Shops must be opened in Map #1 attached hereto and [_____] Shops must be opened in Map #2 attached hereto.]

The **Development Schedule** is as follows:

<u>Development Period</u>	<u>Number of New Shops to be Opened During Development Period</u>	<u>Cumulative Number of Shops to be Operating by End of Development Period</u>
Effective Date to <u>6</u> 12 Months Thereafter;	_____	_____
The earlier of: 6 <u>9</u> months from the opening of the 1 st Shop, or 12 months from the Effective Date;	_____	_____
<u>9 months from the opening of the 2nd Shop;</u>	=====	=====
<u>_____ to _____</u>	=====	=====
<u>_____ to _____</u>	_____	_____

[Signature Page & Map of Development Area (If Applicable) Follow]