

1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

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

and operational aspects of credit card and other payment card transactions and apply to all organizations which store, process or transmit cardholder data.

We recommend that you consult with legal counsel or other professional advisors to help you investigate and understand all laws applicable to your business before you purchase a franchise. It is your sole responsibility to thoroughly investigate which regulations and/or licensing requirements are imposed by your state and local government authorities.

ITEM 2. BUSINESS EXPERIENCE

Amanda Clark, Chief Executive Officer and Manager

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 in Atlanta, Georgia, 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. in Irvine, California.

Robert Bell, Chief Financial Officer and President

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

Pending

Cassandra Ghaffar; Fahad Ghaffar; Optimum Paradigm (Garland), LLC; Brass & Rose Investments, LLC.; Brass & Rose-Kyle, LLC; Optimum Paradigm Fairview, LLC; Optimum Paradigm Rockwall, LLC;

And Optimum Paradigm Mckinney, LLC; v. Amazing Lash Franchise LLC (“Franchisor”), Wellness and Vitality Exchange (“WAVE”), WellBiz Brands, Inc., and Amazing Lash Studio Franchise LLC (JAMS Arbitration Case ID 34086, Denver, Colorado, filed on August 29, 2023). Claimants (current franchisees) seek declaratory judgments that all client information is Claimants’ trade secret, and the noncompete provisions in the franchise agreements are unenforceable, and they did not breach the franchise agreements by purchasing unapproved products. Claimants also bring claims for breach of contract related to the pricing, supply, and quality of eyelash products and ~~the Franchisor’s termination of Claimants’ franchise agreements; fraudulent inducement based on Claimants’ assertions that the franchise disclosure documents omitted information about labor costs, product pricing, the treatment of membership fees as gross sales, and client information; and violations of the Colorado Consumer Protection Act based on the requirement that Claimants use approved suppliers; the pricing, quality, supply, and approval of products; the Franchisor’s operational support and requirements; and the treatment of membership fees as gross sales.~~ Claimants seek economic damages, rescission of the franchise agreements, treble damages, and attorneys’ fees and costs. Franchisor has also filed a counterclaim against Claimants, seeking declaratory judgments that Franchisor’s termination of Claimants’ franchise agreements was proper, Franchisor can enforce all post-termination provisions, and Franchisor owns all client information. A final hearing is set for July 22-26, 2024 ~~date has not yet been set.~~

Nadia Romeo, Douglas Romeo, ALC Orange County, LLC, ALC Costa Mesa, LLC, and ALC RSM, LLC v. Amazing Lash Franchise, LLC, WellBiz Brands, Inc., Wellness and Vitality Exchange (“WAVE”), WBZ Investment LLC, and Jeremy Morgan (JAMS Arbitration Case ID 34205, Denver, Colorado, filed on September 20, 2023). Claimants (current franchisees) filed claims for breach of contract and unjust enrichment related to the pricing, supply, and quality of products, the selection of suppliers, marketing and operational support, use of advertising funds, treatment of membership fees, and potential termination of Claimants’ contracts; fraudulent nondisclosure and concealment based on Claimants’ assertion that ALF did not disclose that Claimants would be required to purchase products from approved suppliers, the pricing of those products, Claimants’ expected labor and operating costs, or that Claimants would be required to pay royalties on membership fees; fraud in the inducement and fraud based on Claimants’ assertion that ALF misrepresented revenue and expense predictions, ALF’s ability to provide operational and marketing support, the treatment of membership fees, and approved suppliers’ selection, product pricing, and product quality; civil theft related to the use of advertising funds and treatment of membership fees; failure to set a price term in good faith related to approved suppliers’ product pricing; breach of the covenant of good faith and fair dealing related to the requirement that Claimants purchase products from approved suppliers, the pricing and quality of those products, ALF’s operational support and capacity requirements, potential termination of Claimants’ contracts, and conduct related to the Franchise Advisory Council; violations of the California Corporations Code based on Claimants’ assertions that ALF misrepresented revenue and expense predictions, ALF’s ability to provide operational support, approved suppliers’ product pricing, and conduct related to the Franchise Advisory Council; and civil conspiracy related to the same underlying claims and allegations. Claimants seek economic damages, rescission of the contracts, an accounting of all membership fees, and attorneys’ fees and costs. The case is in the preliminary stages, with no final hearing date yet set.

Completed

Todd Tantillo, TT Wash Park Fitness, Inc., and GT Fitness, Inc. v. Fitness Together Franchising Corp., Case No. 01-17-0000-5720 (American Arbitration Association). On January 25, 2017, Claimants, who were holdover franchisees and their principal, initiated an arbitration proceeding against Fitness Together seeking a declaration that the post-term covenants not to compete in two franchise agreements were invalid and unenforceable against them. Following an evidentiary hearing, the arbitrator issued a Final Declaratory Award on April 27, 2017. The arbitrator held that the covenants not to compete were valid

Designated Manager prior to the Studio's opening date, you must do so at least 10 weeks prior to such date in order for your initial Designated Manager to attend and complete the Training Program in a timely manner. If you elect not to appoint a Designated Manager, your Designated Manager's employment at your Studio is terminated, or we disapprove your Designated Manager at any time, you (or your Operating Partner) must immediately assume the full-time responsibilities of supervising the management and day-to-day operations of your Studio and continuously exert your best efforts to promote and enhance your Studio and the goodwill associated with the Marks pursuant to the terms of the Franchise Agreement. You must notify us of any changes to your Designated Manager's employment as set forth in the Operations Manual.

You and such persons we designate, which may include the spouses of your owners (if you are signing the Franchise Agreement as a business entity), must execute the Guaranty and Assumption of Franchisee's Obligations attached as Exhibit E to the Franchise Agreement, jointly and severally guarantying your and their performance under the Franchise Agreement and binding yourself and themselves to the Franchise Agreement and any ancillary agreements between you and us.

You must require persons who have access to our Confidential Information to execute confidentiality and non-solicitation agreements in the form attached as Exhibit D to the Franchise Agreement.

Area Development Agreement

If you sign an Area Development Agreement, you are obligated, at all times, to faithfully, honestly and diligently perform your obligations and fully exploit the development rights granted to you. You may not subcontract, subfranchise, or delegate any of your obligations to any third parties.

If you are an entity, each of your direct and indirect owners must sign a Guaranty and Assumption of Obligations in the form attached as Exhibit B to the Area Development Agreement. The persons signing the Guaranty and Assumption of Obligations agree to personally assume and perform all of the area developer's obligations under the Area Development Agreement. In addition, the spouses of your owners signing will be required to acknowledge and consent to the Guaranty and Assumption of Obligations.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Authorized Products and Services Generally

You must sell or offer for sale all products and services we require using the method and manner of distribution we prescribe. You must conduct all services in accordance with our System Standards (and if we at any time determine that you fail to meet our System Standards for providing any products or services that we require, we may permanently or temporarily terminate your right to offer such products or services, in addition to all other remedies we have). You must sell and offer for sale only the products and services that we have approved for sale, and you must discontinue selling and offering for sale any products or services which we may disapprove at any time. You must purchase and use 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 Studio.

Memberships

You must offer and sell Memberships as we require. You must comply with our System Standards regarding Memberships, which may include regulating the admission of clients of your Studio to other Studios, or vice-versa, and payment allocations which are due to Studios which provide services. We may facilitate such payment allocations on a pass-through basis as a service to our franchisees. All

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	May 21, 2024 <u>As amended: Pending</u>
Hawaii	April 10, 2024 <u>As amended: Pending</u>
Illinois	Pending
Indiana	April 3, 2024 <u>As amended: Pending</u>
Maryland	See separate FDD
Michigan	April 1, 2024 <u>As amended: Pending</u>
Minnesota	May 1, 2024 <u>As amended: Pending</u>
New York	June 4, 2024 <u>As amended: Pending</u>
North Dakota	May 1, 2024 <u>As amended: Pending</u>
Rhode Island	April 18, 2024 <u>As amended: Pending</u>
South Dakota	April 3, 2024 <u>As amended: Pending</u>
Virginia	April 9, 2024 <u>As amended: Pending</u>
Washington	Pending
Wisconsin	April 3, 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 Fitness Together 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. Iowa and New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. 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 Fitness Together 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 Fitness Together Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, (303) 663-0880. The franchise seller for this offering is:

<input type="checkbox"/> _____ Fitness Together Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> _____ Fitness Together 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 - Form of Mentorship Program Addendum to Franchise Agreement |
| Exhibit D3 - Franchises Sold But Not Yet Opened | Exhibit K - State Effective Dates |
| Exhibit E - Financial Statements | Exhibit L - Receipts |

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 Fitness Together 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 Fitness Together 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. Iowa and New York require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. 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 Fitness Together Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, or by faxing it to (720) 545-2151.

FITNESS TOGETHER 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, [_____] Studios must be opened in Map #1 attached hereto and [_____] Studios must be opened in Map #2 attached hereto.]

The **Development Schedule** is as follows:

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

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