

visit the FTC's home page at www.ftc.gov for additional information. Call you 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.

franchises from March 2013 to the Closing. Lunchboxwax Holdings and LF had their principal business address at 818 West Idaho Street, Boise, Idaho 83702.

In 2013, LF purchased substantially all of the assets of the Franchise System, including the rights to use and franchise the trademarks, service marks and other intellectual property that comprise the Franchise System and the LunchboxWax brand from Lunchbox, LLC (“Original Predecessor”). Original Predecessor never offered franchises in this or any other line of business, but it has operated 2 LunchboxWax Salons in Idaho since 2010 and 2011 respectively. The Original Predecessor’s principal address is 818 West Idaho Street, Boise, Idaho 83702.

Until December 2021, the Franchise System and its Salons were identified by, and operated under, the mark “LunchboxWax.” Beginning in December 2021, our Franchise System and its Salons began adopting the mark “Radiant Waxing.” In this disclosure document, all references to “Salons,” “Radiant Waxing® Salons” or “Radiant Waxing® franchisees” also include franchisees and Salons that formerly operated under the mark “LunchboxWax.”

Affiliates.

Radiant Waxing Gift Cards. RW GC, LLC (“RW Gift Card,” and formerly known as LBW GC, LLC) is our affiliate organized for purposes of marketing and issuing gift cards from Salons and on our website. You will be required to purchase gift cards from RW Gift Card and offer Radiant Waxing® gift cards for sale and/or redemption in your Salon. RW Gift Card is an Arizona limited liability company and affiliate of ours that also maintains its principal business address at 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202.

Amazing Lash Studio Franchise Program. Our affiliate, Amazing Lash Franchise, LLC (“ALF”), is the franchisor of the Amazing Lash Studio® franchise system. ALF began offering franchises in September 2018; however, its predecessor began offering Amazing Lash Studio franchises in May 2013. As of December 31, 2023, there were 262 Amazing Lash Studio franchise locations. We and ALF are currently conducting a test in which several Amazing Lash Studio® franchise owners are offering Radiant Waxing® waxing services at their studios.

Drybar Franchise Program. Our affiliate, DB Franchise, LLC (“DBF”), is the franchisor of the Drybar® franchise system. DBF began offering franchises in February 2021; however, its predecessor began offering Drybar franchises in April 2012. As of December 31, 2023, there were 159 Drybar shops in the United States and six franchised shops in the United Kingdom.

Elements Massage Franchise Program. Our affiliate, Elements Therapeutic Massage, LLC (“ETM”), offers and sells franchises to operate Elements Massage® studios. ETM began offering and selling Elements Massage franchises in 2006. As of December 31, 2023, there were 245 Elements Massage studios in the United States, with one operated by ETM’s subsidiary.

ETM’s affiliate, Elements Massage Franchise Canada Ltd. (“EMFC”), operates under an Intellectual Property License Agreement with ETM to sell franchises to own and operate Elements Massage studios in Canada. EMFC as offered franchises for Elements Massage studios in Canada since November 11, 2013. As of December 31, 2023, there was one franchised Elements Massage studio in Canada.

Fitness Together Franchise Programs. Our affiliate, Fitness Together Franchise, LLC (“FTF”), is the franchisor of the Fitness Together® one-on-one personal training studio system. FTF began offering franchises in 1996. As of December 31, 2023, there were 96 Fitness Together franchise studios.

Industry Specific Regulations

You must comply with all federal and state licensing and other regulatory requirements relating to the operation of your Salon. Most states have laws and regulations requiring licensed aestheticians and/or cosmetologists to perform waxing services. Some states have laws and regulations that restrict the types of services and treatments aestheticians can offer. You must investigate and comply with all applicable laws and regulations. Waxologists must have the appropriate cosmetology and/or aesthetician licenses in the state in which the Salon operates in order to work in a Salon.

Health and sanitation regulations may require that your waxologists maintain their hair removal equipment according to specified standards, which includes following proper sanitizing and waste disposal procedures. Environmental laws may regulate the way in which certain solutions are used, stored, and disposed of in the process of providing services to your customers. Building codes may require special ventilation in your Salon.

Your Salon may require zoning or land-use approvals, Sunday sale permits, 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. You also must comply with all applicable laws, rules, and orders of any governmental authority concerning any pandemic or public health crisis, which may require businesses in the hair removal industry to materially modify, limit, or cease operations for an indeterminate period. There may be other laws, rules, or regulations that affect your Salon, including ADA, OSHA, and EPA considerations.

You must also comply with applicable employment laws, including federal and state discrimination laws, minimum wage, and other laws and regulations that apply to businesses generally.

You must comply with all payment card infrastructure (“PCI”) industry and government security standards and requirements designed to protect cardholder data. PCI standards apply to both technical and operational aspects of credit card and other payment card transactions and apply to all organizations which store, process or transmit cardholder data.

You are responsible for knowing and complying with all laws and licensing requirements related to the operation of your Salon. We strongly recommend that you consult with your own counsel concerning all applicable licenses, laws, and regulations before you decide to purchase a franchise.

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, 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 Englewood, Colorado since July 2021 and held the same positions for RW Gift Card and RW Holdings. 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

Pending:

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, including Radiant Waxing Franchise, LLC (“Franchisor”), alleging breach of the franchise agreements, tort claims, and equitable claims, and a consumer protection act claim arising out of (i) Franchisor’s acquisition of the LunchboxWax franchise system and subsequent changes to the system; and (ii) Franchisor’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 set. Franchisor has asserted counterclaims against certain of the franchisees alleging breach of the franchise agreements. Trial is set for February 2025.

Completed:

The following matters involved Original Predecessor and LF:

Aesthetica LLC v. Lunchbox, LLC and Rocketbox Ltd., Case No. 2:17-CV-01045-JCM-GWF (D. Nev., filed April 13, 2017); *Aesthetica, LLC v. Lunchbox, LLC*, TTAB Proceeding No. 92065870 (filed April 13, 2017). On April 13, 2017, Aesthetica, LLC (“Aesthetica”) filed suit against Lunchbox, LLC (Original Predecessor) and Rocketbox (a LunchboxWax franchisee) alleging trademark infringement, unfair competition, deceptive trade practices, and intentional interference with prospective economic advantage. Aesthetica sought injunctive relief, damages, and costs and expenses and Original Predecessor denied all claims. Additionally, on April 13, 2017, Aesthetica filed with the Trademark

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 Salon opens. The email portion of the Technology Fee includes two users; we reserve the right to charge monthly fees to establish and maintain additional email accounts for your Salon (currently, ~~\$7.50~~ between \$14 and \$23 per month per account). 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 Salon 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 Salons are located (“Marketing Cooperative”). The Marketing Cooperative’s members will include all Salons operating in the geographic area, including us and our affiliates, if applicable. Any Salon we or our affiliates own will have the same voting power as franchised Salons. We may also require that you join an existing Marketing Cooperative operating in a geographic area encompassing or near your Salon. 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.
14. **Successor Franchise Fee.** If you are approved to acquire a successor franchise upon the expiration of your Franchise Agreement, you will sign our then-current forms of renewal addendum and franchise agreement (which may contain terms and conditions materially different from those in the form of Renewal Addendum and Franchise Agreement attached to this Disclosure Document) and pay us a successor franchise fee. The successor franchise fee is due upon the execution of the successor franchise agreement and is payable by wire transfer.
15. **Transfer Fee.** You must pay us a transfer fee if you sell or transfer ownership of your Salon, or if you assign or sell any interest in you (if you are an entity) or in the Salon. You must pay us a transfer fee equal to fifty percent (50%) of our then-current initial franchise fee for new franchises, unless the transfer is equal to or less than a ten percent (10%) ownership interest in you (if you are an entity), in which case you must pay us \$2,500 for administrative costs we incur in connection with documenting and otherwise processing such transfer, including reasonable legal fees. You must pay us this transfer fee in a lump sum by wire transfer at the time you sign the conditional consent to transfer. If the transferee is referred to you by a broker, you must also pay the broker’s fees. You do not have to pay a transfer fee if you transfer your individual interest in the Franchise Agreement to a corporation, limited liability company, partnership or similar entity in which you own a controlling interest. If we terminate our conditional consent to the transfer or the transferee’s franchise agreement for certain reasons (for instance, if the transfer does not occur or the transferring parties fail to meet the conditions to our consent), and the transferring parties sign a general release, then we will refund the transfer fee. However, if the transferee has already attended any portion of initial training, we will only refund 50% of the transfer fee.

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

Memberships

You must offer and sell Memberships as we require. You must comply with our System Standards regarding Memberships, which include regulating the admission of clients of your Salon to other Salons, or vice-versa, and payment allocations which are due to Salons 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 Salon. We own all information relating to clients and members of your Salon. We may contact any member(s) of your Salon 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 Salon. 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 Salon 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 Salon to our then-current standards.

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 29, 2024 <u>As amended: Pending</u>
Hawaii	April 10, 2024 <u>As amended: Pending</u>
Illinois	April 3, 2024 <u>As amended: Pending</u>
Indiana	April 3, 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	May 1, 2024 <u>As amended: Pending</u>
Rhode Island	May 2, 2024 <u>As amended: Pending</u>
South Dakota	April 3, 2024 <u>As amended: Pending</u>
Virginia	See separate FDD
Washington	See separate FDD
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 Radiant Waxing 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 Radiant Waxing 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 Radiant Waxing Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, (303) 663-0880. The franchise seller for this offering is:

<input type="checkbox"/> _____ Radiant Waxing Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> _____ Radiant Waxing 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 Radiant Waxing Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, or by faxing it to (720) 545-2151.

**RECEIPT
(YOUR COPY)**

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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 Radiant Waxing Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, or by faxing it to (720) 545-2151.

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April/September 2024 Amended FDD
Ex. K - Receipts

RADIANT WAXING FRANCHISE, LLC

**RADIANT WAXING 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, [_____] Salons must be opened in Map #1 attached hereto and [_____] Salons must be opened in Map #2 attached hereto.]

The **Development Schedule** is as follows:

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

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