

**ADDENDUM TO
ELLIE MENTAL HEALTH
FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF MINNESOTA**

Notwithstanding anything to the contrary in the Ellie Mental Health Franchise Disclosure Document, the following provisions shall supersede and apply to all Ellie Mental Health franchises offered and sold to residents of the State of Minnesota or if the Franchised Business will be located in Minnesota:

1. Items 5 and 7 of the Franchise Disclosure Document are amended to include the following:

Based on the Franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial franchise fees and/or development fees owed by franchisees shall be deferred until the business opens.

- 2.** Minnesota Statutes, Section 80C.21, and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Disclosure Document or agreement(s) can abrogate or reduce (a) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C; or (b) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
- 23.** With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (a) 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 (b) that consent to the transfer of the franchise will not be unreasonably withheld.
- 34.** To the extent required by Minnesota Statutes, Chapter 80C, the franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols related to the trademarks or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the trademarks, provided the franchisee is using the names in marks in accordance with the Franchise Agreement.
- 45.** Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- 56.** The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief.
- 67.** With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.17, Subd. 5 with respect to limitation of claims.
- 78.** No statement, questionnaire, or acknowledgment signed or agreed to by 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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Each provision of this Addendum to the Disclosure Document shall be effective only to the extent that with respect to such provision, the jurisdictional requirements of Minnesota Statutes, Chapter 80C, are met independently without reference to this Addendum.

**ADDENDUM TO
ELLIE MENTAL HEALTH FRANCHISE AGREEMENT
FOR THE
STATE OF MINNESOTA**

Notwithstanding anything to the contrary set forth in the Ellie Mental Health Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Ellie Mental Health franchises offered and sold or operated in the State of Minnesota.

1. Based upon the Franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial franchise fees owed by franchisees shall be deferred until the business opens.

2. ~~1.~~ Minnesota Statutes, Section 80C.21, and Minnesota Rules 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Agreement can abrogate or reduce (a) any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C; or (b) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief.

3. ~~2.~~ With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statutes, Section 80C.14, subd. 3-5, which require (except in certain specified cases) (a) that 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 (b) that consent to the transfer of the franchise will not be unreasonably withheld.

4. ~~3.~~ To the extent required by the Minnesota Franchise Act, Franchisor will protect Franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols related to the trademarks or indemnify Franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the trademarks, provided Franchisee is using the names in marks in accordance with the Franchise Agreement.

5. ~~4.~~ Minnesota Rules 2860.4400(D) prohibits Franchisor from requiring Franchisee to assent to a general release.

6. ~~5.~~ Franchise Agreement, Section 23(g), is revised to comply with Minnesota Statutes, Section 80C.17, subd. 5.

7. ~~6.~~ No statement, questionnaire, or acknowledgment signed or agreed to by 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. ~~7.~~ Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes, Chapter 80C, are met independently without reference to this Addendum.

**ADDENDUM TO
ELLIE MENTAL HEALTH AREA DEVELOPMENT AGREEMENT
FOR THE
STATE OF MINNESOTA**

Notwithstanding anything to the contrary set forth in the Ellie Mental Health Area Development Agreement, the following provisions shall supersede any inconsistent provisions and apply to all Ellie Mental Health franchises offered and sold in the State of Minnesota or if the Ellie Mental Health business will be located in the State of Minnesota.

1. Based upon the Franchisor's financial condition, the Minnesota Department of Commerce has required a financial assurance. Therefore, all initial franchise fees or development fees owed by franchisees shall be deferred until the business opens.

2. ~~1-~~Minnesota Statutes, Section 80C.21, and Minnesota Rules 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Developer to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Area Development Agreement can abrogate or reduce (a) any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C; or (b) Developer's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. ~~2-~~With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statutes, Section 80C.14, subd. 3-5, which require (except in certain specified cases) (a) that Developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Area Development Agreement; and (b) that consent to the transfer of the franchise will not be unreasonably withheld.

4. ~~3-~~Minnesota Rules 2860.4400(D) prohibits Franchisor from requiring Developer to assent to a general release.

5. ~~4-~~Developer cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief. Area Development Agreement, Section 7(i), is revised to comply with Minnesota Statutes, Section 80C.17, subd. 5.

6. ~~5-~~No statement, questionnaire, or acknowledgment 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 Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. ~~6-~~Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes, Chapter 80C, are met independently without reference to this Addendum.