

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 area development agreement require you to resolve disputes with the franchisor by mediation, arbitration, or litigation only in Minnesota. Out-of-state mediation, arbitration or litigation 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 Minnesota than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both you and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.
3. **Mandatory Minimum Payments.** You must make mandatory minimum royalty payments or advertising contributions regardless of your sales levels. Your inability to make these payments may result in termination of your franchise and loss of your investment.
4. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
5. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the Franchisor, its affiliates, or suppliers that the Franchisor designates, at prices the Franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.
6. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

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EXHIBITS

- A. STATE AGENCIES AND ADMINISTRATORS AND FRANCHISOR’S AGENTS FOR SERVICE OF PROCESS
- B. FRANCHISE AGREEMENT
- C. AREA DEVELOPMENT AGREEMENT
- D. OPERATIONS MANUAL TABLE OF CONTENTS
- E. FINANCIAL STATEMENTS
- F. LIST OF FRANCHISEES AS OF DECEMBER 31, 2025
- G. FORM OF RELEASE
- H. STATE SPECIFIC ADDENDA
- I. STATE EFFECTIVE DATES AND RECEIPTS

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT H.

Mandy Friendshuh – Director of Operations

Mandy Friendshuh has served as our Director of Operations since May 2025. Prior to that, she was Account Liaison at **Beauty Systems Group LLC**, d/b/a CosmoProf, in Denton, Texas, from May 2022 to May 2025, Account Specialist at Sally Beauty Holdings, Inc., in Denton, Texas, from January 2022 to May 2022, and Director of Coaches and Training and Development at Sport Clips, Inc. in Georgetown, Texas from May 2011 to January 2022. Mandy serves in her present capacities in Eden Prairie, Minnesota.

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**

Initial Franchise Fee

When you sign the Franchise Agreement you must pay us an initial franchise fee of \$50,000 (“**Initial Franchise Fee**”). The entire Initial Franchise Fee is due in full when you sign the Franchise Agreement and is non-refundable. Other than as outlined in this Disclosure Document, we have no intention, now or in the future, of reducing the Initial Franchise Fee for any prospective franchisees, although we reserve the right to do so in our sole discretion on a case-by-case basis.

We offer a reduced initial franchise fee to existing franchisees of ours that are open, operating, and in good standing (*i.e.*, not subject to any uncured default notice). If you meet these conditions and we approve you to operate additional Facial Bars, we will reduce the Initial Franchise Fee to \$40,000. We also offer a reduced initial franchise fee of \$40,000 to qualifying veterans who were honorably discharged and are purchasing a single Facial Bar.

In 2025, we collected the Initial Franchise Fee uniformly; no discounts were offered or granted other than the standard discounts described in this Item 5.

Area Development Fee

We offer Area Development Agreements for you to develop multiple (two or more) Facial Bars. The development fees you pay when you sign an Area Development Agreement will vary depending on the number of Facial Bars you commit to open. If you choose to enter into an Area Development Agreement, you must pay a development fee (“**Development Fee**”) equal to \$40,000 multiplied by the number of Facial Bars you agree to open under our form of Area Development Agreement. You will not pay an additional Initial Franchise Fee for any of the Facial Bars we require you to develop under the Area Development Agreement. All portions of the Development Fee are payable in full when you sign the Area Development Agreement and are non-refundable. In 2025, we collected the Development Fee uniformly.

Initial Opening Package

Our affiliate, FF Products and other designated suppliers will be the designated suppliers of certain branded and proprietary items for use in your Facial Bar, including cleansers, masques, serums, oils, brow tints, and other facial supplies, printed marketing materials, and other items that we adopt for use in the System. We estimate up to \$500 will be paid to FF Products for optional branded and proprietary products. Additionally, the Initial Opening Package includes certain equipment needed to provide services at your Facial Bar, including AI-based skin-scanning diagnostic devices that you will purchase from FF Products. Each device currently costs \$600, and one device is required per bed. For a typical Facial Bar with 6 to 12 beds, the total cost currently ranges from \$3,600 to \$7,200. We may add to or delete from such items which must be purchased from us prior to opening, and on an ongoing basis, at any time. The cost for the purchase of these products and services is non-refundable. If we do not require that you purchase such items from us or our affiliate, you must purchase them from our designated supplier(s).

Grand Opening Promotion

Before you open your Facial Bar, you will be expected to advertise its opening and create a Grand Opening Promotion plan that we approve. During the period of time beginning 90 days before the opening of your Facial Bar until 30 days following the opening, you must spend a minimum of \$30,000 to implement a grand opening advertising and promotional campaign, of which at least \$6,000 must be spent each month (a total of \$24,000) on digital marketing. The required digital marketing spend of \$24,000 will be paid to us, and we will spend the entirety of it on your behalf to purchase digital advertising. [The digital marketing spend paid to us is non-refundable.](#)

Construction Visits

We reserve the right to conduct on-site inspections during the construction of your Facial Bar, as we deem appropriate, to ensure the construction of the site meets our brand standards. We estimate that we will have one construction visit to your site and, as of the date of this Disclosure Document, there is no cost to you for this first visit. If additional construction visits are required, however, we may require you to pay us or reimburse us our out-of-pocket expenses that we incur in conducting such on-site inspections, including costs of transportation, lodging, and meals. We estimate that the payments to us for any additional construction visit will range from \$500 to \$1,500 per visit. These costs are non-refundable.

Extension Fee

You will have 12 months from the date you sign the Franchise Agreement to open and begin operating your Facial Bar. If you request to extend that time by six months, and we approve your request, you will pay us an extension fee. The amount of the extension fee will depend on whether you want to retain any protected territory that has been granted to you. If you want to retain the protected territory, the extension fee will be \$2,500. If you instead want to release any protected territory that has been granted to you and seek a site for your location in an area “to be determined,” the extension fee will be \$1,500. If we grant the extension, after 18 months from the date you sign the Franchise Agreement you must begin paying the Minimum Royalty Fee to us, whether or not your Facial Bar is open. After 18 months, if you have not opened your Facial Bar we may place the Franchise Agreement in default and, if you do not open within any time that may be provided for cure, we may terminate the Franchise Agreement, even if you have been paying Minimum Royalty Fees to us. Extension fees may also apply if we agree to allow you to extend the date for opening any Facial Bar that you agree to open under your Area Development Agreement. We are not obligated to grant any extensions, and we have the right to condition our consent on other requirements. Extension fees are not refundable and are not credited against any other obligation you may have to us.

Type of Fee	Amount	Due Date	Remarks (See Note 1)
<p align="center">TECHNOLOGY FEE</p>	<p>The then-current fee (Currently, \$425 per month). We may increase this fee upon notice to you.</p>	<p>Due monthly, starting on the first day of the month after the date you open your Facial Bar.</p>	<p>This fee will cover certain technologies used in the operation of your Facial Bar. This fee currently includes website hosting and updates, at least two email addresses per Facial Bar, digital app hosting and updates, recruiting platform, centralized digital communications hub, email/smart marketing platform, training platform, and performance analytics and benchmarking platform. This does not include your subscriptions to our designated business management software and our designated customer relationship management and marketing automation platform, which you will pay directly to those providers. <u>This fee is subject to an annual increase of 10%, compounded annually on a cumulative basis, whether or not we implement an increase in any prior year. We reserve the right to increase this fee.</u> We reserve the right to upgrade, modify, and add new technology and/or software. You will be responsible for any increase in fees that result from any upgrades, modifications, or additional software. See <u>Notes 4 and 5.</u></p>
<p align="center">TRANSFER FEE</p>	<p>\$10,000 or such greater amount to cover our reasonable costs and expenses associated with the transfer.</p> <p>If you transfer an Area Development Agreement, we reserve the right to charge you a transfer fee of an amount equal to our then-current Franchise Fee for each</p>	<p>Before the consummation of the transfer or sale.</p>	<p>Payable when, and if, you transfer or sell your franchise. No transfer fee will be charged if you transfer your franchise to a corporation, limited liability company or other entity which you control. There are other conditions to transfer.</p>

Type of Fee	Amount	Due Date	Remarks (See Note 1)
	Franchised Facial Bar that remains to be developed and opened in order to satisfy the Development Schedule, but not less than fifty percent (50%) of the Area Development Fee paid.		
RENEWAL FEE	25% of the then-current initial franchise fee.	On or prior to renewal.	Payable when, and if, you renew your Franchise Agreement. There are other conditions to renew.
RELOCATION FEE	\$1,000	Prior to relocation.	Payable if you request to relocate your Facial Bar.
ANNUAL CONVENTION REGISTRATION	Currently, \$600 per attendee based on early registration, but may increase annually.	When you register for the annual convention.	If we hold an annual convention, you will pay this fee once a year, which covers registration of each attendee. <u>This fee is subject to an annual increase of 10%, compounded annually on a cumulative basis, whether or not we implement an increase in any prior year.</u> See Note 6.
ADDITIONAL INITIAL TRAINING /REPLACEMENT TRAINING	The then-current fee, currently \$1,200 per attendee, for the Initial Training Program, plus expenses.	Before training.	Any successor or replacement Operating Partner or Salon Manager must successfully complete the Initial Training Program no more than 30 days after being appointed and before providing services in your Facial Bar. Replacement Salon Managers who already work in your Facial Bar are not required to attend the full Initial Training Program, but instead will attend Manager Boot Camp described below. This fee also applies if you want more than three people to attend the initial training before you open or if you want any personnel to attend the Initial Training Program after you open.

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Technology Expenses ⁽⁶⁾	\$9,000	\$11,500	As Incurred	Before Opening	Approved Suppliers
Signage ⁽⁷⁾	\$5,000	\$18,700	As Incurred	Before Opening	Approved Suppliers
Initial Training Expenses ⁽⁸⁾	\$16,500	\$26,900	As Incurred	Before Opening	Third Parties
Grand Opening Advertising ⁽⁹⁾	\$30,000	\$60,000	As Incurred	As Incurred	Third Parties
Licenses and Permits	\$1,800	\$4,600	Before Opening	Before Opening	Government Agencies
Professional Fees	\$2,500	\$5,000	As Incurred	As Incurred	Third Party Lawyers, Accountants, Bookkeeper
Insurance ⁽¹⁰⁾	\$1,000	\$3,350	As Agreed	As Incurred	Insurance Companies
Supplies	\$750	\$1,500	As Incurred	As Incurred	Third Parties
Miscellaneous	\$1,500	\$4,000	As Incurred	As Incurred	Third Parties
Extension Fee	\$0	\$2,500	As Incurred	Only due if requesting an extension to your required opening date	Us
Additional Funds – For Initial 3 Months of Operation ⁽¹¹⁾	\$71,200	\$79,000	As Agreed	As Incurred	Various
TOTAL ESTIMATED INITIAL INVESTMENT	\$365,370	\$621,800			

Notes:

~~We~~ Neither we nor any of our affiliates do not offer direct or indirect financing for these items. Our estimates are based on our experience, the experience of our affiliates, expenditures that our franchisees have reported to us, and our current requirements for Facial Bars. All expenditures paid to us or our affiliates are uniform

to obtain all required licenses, permits and approvals associated with constructing and operating your Facial Bar.

Us and Our Affiliates as Suppliers

As of the date of this Disclosure Document, our affiliate is the sole source of AI-based skin-scanning diagnostic devices that you are required to purchase, including as part of the Initial Opening Package. Our affiliate is also the supplier of certain optional items you may purchase as part of the Initial Opening Package and on an ongoing basis, including popsockets, key chains, and gift card boxes.

We, or our affiliate, will also manage your digital advertising required during the 90 days before your Facial Bar opens through your first year of operations. As of the date of this Disclosure Document, we do not charge a fee for ~~this~~ these digital advertising services, but we may do so in the future; if we do, the fee for these services will be up to \$250 per month. Currently, we spend, on your behalf, the entirety of the amounts you pay us to purchase digital advertising. Otherwise, as of the date of this Disclosure Document, we or our affiliates are not suppliers of any products, supplies, equipment or other items used in the operation of the Facial Bar. We may supply you with uniforms, promotional materials, service menus, and other materials utilizing our Marks at our cost plus a markup for handling, and although we are not currently requiring you to purchase such goods from us, from a practical matter they may not be available from other sources. We reserve the right to designate ourselves and/or any of our affiliates as an approved supplier of additional items in the future, and we may even designate ourselves or an affiliate as the sole supplier of one or more items, in which case, you would have to buy the item from us or our affiliate at our or its then-current price. Our Operations Manual and other communications will identify our standards and specifications and the names of approved or designated suppliers. If we become a designated supplier, we may charge you a reasonable mark-up, surcharge and handling fee on any items you purchase from us. Monies you pay to us will include a profit for us. In our last fiscal year, which ended December 31, 2025, (a) we did not receive any revenue as a result of franchisee purchases or leases of goods or services, and (b) our affiliate, FF Products, which sold goods to franchisees and to a supplier that in turn sold them to franchisees, received \$156,097 as a result of franchisee purchases or leases of goods or services.

Rebates and Allowances

In addition to the above, we and our affiliates have the right to receive payments or other benefits like rebates, discounts and allowances from authorized suppliers based upon their dealings with you and other franchisees and we may use the monies we receive without restriction for any purpose we deem appropriate or necessary. We do and reserve the right to receive payments from authorized suppliers that we retain as profit related to their dealings with our franchisees and the System, and suppliers may pay us based upon the quantities of products the System purchases from them. These payments will usually be based upon an amount per unit or percentage rebate, and generally range from 2% to 10% of the purchases you make from the vendor. We may receive payments from a supplier as a condition of our approval of that supplier. We do not provide any material benefits to you, such as the grant of additional franchises and/or territories, based on your use of designated or approved suppliers. There are currently no purchasing or distribution cooperatives in our System. We have negotiated price terms with some suppliers. In addition, in the future, various vendors and suppliers may contribute to the cost of any annual franchise convention for the System through rebates, contributions or purchasing booths at the convention. We negotiate supply arrangements with suppliers for the benefit of franchisees, and may continue to do so in the future. In our last fiscal year, which ended December 31, 2025, we received \$138,052 as a result of franchisee purchases of goods or services, which amounted to approximately 3% of our total revenue in 2025.

Other than our affiliate, there are currently no approved suppliers in which any of our officers own an interest.

Proportion of Purchases Subject to Specifications

fees apply if you choose to send mass SMS messages. You must use the QuickBooks online accounting platform, which, as of the date of this Disclosure Document, costs \$45 to \$90 per month, our designated bookkeeping service, which is currently \$300 per month, and the designated online services that are included in connection with our monthly Technology Fee described below. Much of the software that you will use for your computer is standard software, not including the facial bar management software discussed above, that you will order with your computer. We do not provide support for any third-party software, and neither the third-party software vendors nor we are required to provide software updates at no additional cost to you.

As part of the Technology Fee you pay to us, we or a designated vendor will also provide website hosting and updates, at least two email addresses per Facial Bar, digital app hosting and updates, a recruiting platform, a centralized digital communications hub, an email/smart marketing platform, a training platform, and a performance analytics and benchmarking platform. Our current Technology Fee is \$425 per month. ~~We may increase the amount of the Technology Fee by up to 10% annually. Adjustments are compounded annually and cumulative including increases in any given year of greater than 10% to adjust for prior years when no increase, or an increase of less than the permitted percentage increase, was implemented, although we reserve the right to increase the Technology Fee during the term of the Franchise Agreement for additional technology needs.~~

Ongoing Maintenance and Use

We are not obligated to provide you with ongoing maintenance, repairs, upgrades, or updates to your computer system. We anticipate that you will be required to upgrade or update the computer system during the term of the franchise, and there are no contractual limitations on the frequency and cost of the obligation. We estimate that the cost of any optional or required maintenance, and software and hardware upgrades, will range from \$500 to \$1,000 annually. Other than as described above, we do not have any contractual obligation to upgrade or update any of your hardware or software during the term of this franchise.

You must have sufficient computer skills to be able to operate your computer system and to access email and the internet. You must have access to the internet and maintain an email account that allows us to communicate with you on a regular basis. You will use your computer for appointment scheduling, customer management, point-of-sale transactions, employee management and education, e-commerce, inventory management, business and payroll reporting, marketing, and social media integration. Our software will also give you access to ongoing support and online education.

We have the right to independently access your electronic information and data through our proprietary data management and intranet system, and to collect and use your electronic information and data in any manner we choose to promote the development of the System and the sale of franchises. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems. We strongly recommend that your computer system be used for business purposes only, and not for entertainment, personal social networking site access, or other matters unrelated to your business.

We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your rights and responsibilities concerning, the software or the technology. We or our affiliates may charge you a monthly or other fee for any proprietary software or technology that we or our affiliates license to you and for other maintenance and support services that we or our affiliates provide during the term of your Franchise Agreement.

FOUNDRIÉ facial bar. However, if you find a proposed site in near proximity to another FACE FOUNDRIÉ facial bar, even though not in that facial bar's protected territory, we may offer the site to the existing franchisee before we agree to assign that area to you or grant you the right to develop your Facial Bar at that site.

If you do not name a protected territory or development territory, or if your protected territory or development territory is "to be determined" you will not have rights to a protected territory until you name a location that is approved by us and we assign your protected territory or development territory, as applicable. In this case, you may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Other

As a result of our reserved rights described in this Item 12, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we or our affiliates own, or from other channels of distribution or competitive brands that we or our affiliates control. You have no options, rights of first refusal or similar rights to acquire additional franchises or establish additional Facial Bars. We are not obligated to pay compensation to you for soliciting customers from your franchise territory. We will not reduce the size of your Territory even if the population in it increases. Likewise, we will not expand the size of your Territory if the population in it decreases. We cannot alter your Territory unless you give us your written consent. Without our prior written consent, you may not conduct sales activities outside your Territory. You may not conduct any Facial Bar activities outside of the premises of your Facial Bar unless we have approved such activities in writing, and you may not use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Territory.

Beginning with your second full calendar year of operations and each year thereafter, your Facial Bar must rank within the top ninety percent (90%) of annual Gross Sales among all franchised Facial Bars that have been open for more than one (1) year during that calendar year (the "**Minimum Sales Standard**"). If you operate multiple Face Foundrié® Facial Bars the Minimum Sales Standard will apply separately to each franchised Facial Bar. We may make changes to the Minimum Sales Standard upon six months' prior written notice in accordance with our reasonable business judgement and so long as such revised Minimum Sales Standard are applied to all similarly situated franchised Facial Bars.

If you do not meet the Minimum Sales Standard for any applicable calendar year or measurement period, we will meet with you to identify the reasons for the substandard performance and establish a performance improvement plan ("**PIP**") for your Facial Bar to take specific actions with the goal to improve the overall performance of the Facial Bar, including its annual gross sales. Your failure to implement or comply with the PIP over the three- to six- month period we designate will be a default under your Franchise Agreement, subject to a 30-day cure period. During the cure period, you will have the opportunity to advise us of your intent to sell your Facial Bar to a third party, in which case we will give you an additional 90 days (from the date of your notice of intent to sell) to transfer the Facial Bar in accordance with the transfer requirements of the Franchise Agreement. Failure to timely cure the default or transfer the Facial Bar will give us the right to either reduce the size of your Territory or terminate your Franchise Agreement.

Similar Businesses By Us

Under the Franchise Agreement, we and our affiliates have reserved (a) the right to establish and operate anywhere franchises and/or company-owned or affiliate-owned ~~f~~Facial ~~b~~Bars or outlets selling similar products and providing similar services (including within your Territory) under names and symbols other than the Marks, even if these ~~f~~Facial ~~b~~Bars or outlets are near your Facial Bar, although as of the date of this Disclosure Document, we have no current plans to do so; (b) the right to operate, for ourselves and our affiliates, businesses using the Marks to distribute products or offer services (including through the Internet, worldwide web, mail order, catalogs or other forms of distribution channels or methods) that may be similar to or different

Additionally, 2F Holdings L.L.C., has applied for registration of the Marks listed in the table below on the Principal Register of the USPTO of the following Marks on the Principal Register of the USPTO. ~~Currently, we do not have a federal registration for these Marks. Therefore, these Marks do not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademarks are challenged, you may have to change to alternative trademarks, which may increase your expenses.~~

Mark	Serial No.	Application Date	Owner
FOUNDRIÉ GLOW	99409029	September 23, 2025	2F Holdings L.L.C.
CLEAN + NATURAL	99409035	September 23, 2025	2F Holdings L.L.C.
ON THE GO FACIAL KIT	99575583	January 2, 2026	2F Holdings L.L.C.

~~Currently, we do not have a federal registration for these Marks. Therefore, these Marks do not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademarks are challenged, you may have to change to alternative trademarks, which may increase your expenses.~~

We have filed or intend to file all required affidavits and renewals for the principal Marks. There are no currently effective determinations of the USPTO, Trademark Trial and Appeal Board, the Trademark Administrator of any state, or any court; nor is there any pending infringement, opposition or cancellation proceedings, or material litigation, involving the Marks listed above. Other than as described in this Disclosure Document, we do not know of any superior rights or infringing uses that could materially affect your use of the Marks. No agreement limits our rights to use or allow franchisees to use the Marks.

On July 16, 2019, we signed an agreement with The Foundry Group LLC which operates a salon under the name FOUNDRY in New Braunfels, Texas, that allows us to register and use, and license others to use, the mark FACE FOUNDRIÉ without restriction.

You must follow the Franchise Agreement, the Operations Manual and our specifications and directives when you use the Marks. The Marks are the only marks you may use to identify the Facial Bar. You may not use any Marks as part of any corporate or trade name or as part of any domain name or electronic address you maintain on the Internet, the worldwide web, or any other similar proprietary or common carrier electronic delivery system unless we expressly authorize you to do so in writing. You may not use the Marks in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. Your use of the Marks and any goodwill is to our exclusive benefit and you retain no rights in the Marks other than a license to use the Marks during the term of the Franchise Agreement. You are not permitted to make any changes of any kind in or to the use of the Marks unless we permit.

You must notify us immediately when you learn about an infringement of or challenge to your use of a Mark. We will take the action we think appropriate. We have the right to exclusively control any litigation, USPTO proceeding, or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark.

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 the franchisor’s management by contacting Michele Henry, 6446 Flying Cloud Drive, Eden Prairie, Minnesota 55344, (855) 959-3223, franchising@facefoundrie.com, 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 2023 - 2025**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	19	30	+11
	2024	30	48	+18
	2025	48	60 59	+12 1
Company-Owned or Affiliate-Owned Outlets	2023	4	6	+2
	2024	6	5	-1
	2025	5	5	0
Total Outlets	2023	23	36	+13
	2024	36	53	+17
	2025	53	6564	+121

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (Other Than Franchisor)
For Fiscal Years 2023 – 2025**

State	Year	Number of Transfers
Colorado	2023	0
	2024	0
	2025	1
Minnesota	2023	0
	2024	0
	2025	1
Texas	2023	0
	2024	0
	2025	2
Total	2023	0
	2024	0
	2025	4

Minnesota	2023	3	1	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Missouri	2023	0	1	0	0	0	0	1
	2024	1	2	0	0	0	0	3
	2025	3	0	0	0	0	0	3
New Jersey	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	2	0	0	0	0	4
North Carolina	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
North Dakota	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
South Carolina	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Dakota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Tennessee	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Texas	2023	1	1	0	0	0	0	2
	2024	2	2	0	0	0	0	4
	2025	4	2 4	0	0	0	0	6 5
Utah	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Wisconsin	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Total	2023	19	11	0	0	0	0	30
	2024	30	18	0	0	0	0	48
	2025	48	12 14	0	0	0	0	60 59

EXHIBIT I

STATE EFFECTIVE DATES AND RECEIPTS

STATE EFFECTIVE DATES

The following states require that this 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 Disclosure Document is either registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	See Separate FDD Pending
Illinois	See Separate FDD
Indiana	Pending April 18, 2026
Maryland	See Separate FDD
Michigan	Pending March 18, 2026
Minnesota	Pending
New York	See Separate FDD
Rhode Island	Pending
Virginia	See Separate FDD
Washington	Pending
Wisconsin	March 16, 2026

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.