

or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. To the extent that the Franchise Agreement requires Franchisee to waive these rights, the Franchise Agreement will be considered amended to the extent necessary to comply with the Minnesota Rule.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

3. THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

2. THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

3.4. IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum to The Wellness Way Franchise Agreement for the State of Minnesota, and understands and consents to be bound by all of its terms.

The Wellness Way Franchise LLC: _____ Franchisee: _____

Sign: _____ Sign: _____

Print Name & Title: _____ Print Name & Title: _____

FOR THE STATE OF MINNESOTA

1. ITEMS 5 and 7 of the Disclosure Document are amended to provide that payment of the initial franchise fee will be deferred until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.
2. ITEM 13 of the Disclosure Document is amended as follows:
 - As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
3. ITEM 17 of the Disclosure Document is amended as follows:
 - With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Agreement.
 - ITEM 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
 - Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

EXHIBIT A TO THE DISCLOSURE DOCUMENT (continued)

North Carolina

Secretary of State
Securities Division
300 North Salisbury Street, Suite 100
Raleigh, North Carolina 27603-5909

North Dakota

North Dakota Insurance & Securities
Department
600 East Boulevard Avenue
~~State Capitol—5th Floor~~
Department 414401
Bismarck, North Dakota 58505-0510
(701) 328-~~47122910~~

Rhode Island

Division of Business Regulation John
O. Pastore Complex
1511 Pontiac Avenue Building
69, 1st Floor
Cranston, Rhode Island 02920

South Carolina

Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, South Carolina 29201

South Dakota

Department of Revenue and Regulation
Division of Securities
124 S. Euclid Ave.
Pierre, SD 57501

Texas

Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, Texas 78701

Utah

Utah Department of Commerce
Division of Consumer Protection 160
East 300 South
P.O. Box 146704
Salt Lake City, Utah 84111-6704

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219

Washington

Department of Financial Institutions Securities
Division
150 Israel Road Southwest
Olympia, Washington 98501

Wisconsin

Division of Securities
Department of Financial Institutions 345
West Washington Avenue
Madison, Wisconsin 53703

EXHIBIT B TO THE DISCLOSURE DOCUMENT
LIST OF STATE AGENTS FOR SERVICE OF PROCESS

We have designated Patrick M. Flynn, 2525 W. Mason Street, Green Bay, WI 54303, as our agent for service of process. In addition, the following state agencies are designated as our agent for service of process in accordance with the applicable state laws. We may register in one or more of these states.

California

Department of Financial Protection & Innovation
One Sansome Street, Suite 600
San Francisco, California 94104

Department of Financial Protection & Innovation
320 W. 4th Street, Suite 750
Los Angeles, California 90013

Department of Financial Protection & Innovation
1515 K St., Suite 200
Sacramento, California 95814
(866) 275-2677

Connecticut

Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103

Hawaii

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois

Illinois Attorney General
500 South Second Street
Green Bay, Illinois 62706

Indiana

Indiana Secretary of State
Securities Division
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204

Maryland

Maryland Securities Commissioner
Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202

Michigan

Michigan Department of Commerce
Corporations and Securities Bureau
P.O. Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

Minnesota

Minnesota Department of Commerce
Commissioner of Commerce
85 7th Place East, Suite 280 St.
Paul, Minnesota 55101

New York

Secretary of the State of New York
41 State Street
Albany, New York 12231

North Dakota

North Dakota ~~Insurance Securities~~
Commissioner ~~State Capitol — 5th Floor~~
600 East Boulevard ~~Avenue Dept. 401~~
Bismarck, North Dakota 58505-0510

Rhode Island

Director Division of Business Regulation
John O. Pastore Complex
1511 Pontiac Avenue
Building 69, 1st Floor
Cranston, Rhode Island 02920

South Dakota

Department of Revenue and Regulation
Division of Securities
124 S. Euclid Ave.
Pierre, SD 57501

Virginia

Clerk, State Corporation Commission
Tyler Building, 1st Floor
1300 East Main Street
Richmond, Virginia 23219

Washington

Director, Department of Financial Institutions
Securities Division
150 Israel Road Southwest
Olympia, Washington 98501

Wisconsin

Commissioner of Securities
345 West Washington Street, 4th Floor

Exhibit B-1

FOR THE STATE OF NORTH DAKOTA

1. ITEM 5 of the Disclosure Document is amended by the addition of the following language to the original language:

- ~~■ Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.~~
- The initial franchise fee for franchises purchased in North Dakota will be deferred until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

~~2. ITEM 17 of the Disclosure Document is amended to add the following:~~

- ~~■ No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under North Dakota Law.~~
- ~~■ In the case of any enforcement action, the prevailing party is entitled to recover all costs and expenses including attorneys' fees.~~
- ~~■ The Franchise Agreement is amended to state that the statute of limitations under North Dakota Law will apply.~~
- ~~■ No liquidated damages or termination fee will apply to franchises purchased in North Dakota.~~
- ~~■ ITEMS 17(i) and 17(q) are amended to state that covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.~~
- ~~■ ITEMS 17(u) and 17(v) are amended to state a provision requiring litigation to be conducted in a forum other than North Dakota is void with respect to claims under North Dakota Law. The site for any mediation and/or arbitration shall be mutually agreeable to the parties and may not be remote from Franchisee's place of business.~~
- ~~■ ITEM 17(w) is amended to state in the event of a conflict of laws, North Dakota Law will control.~~

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 requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Wisconsin. 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 Wisconsin than in your own state.
2. **Short operating history.** This Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise with a longer operating history.
3. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (See Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
4. **Mandatory minimum payments.** You must make minimum royalty or marketing fund payments regardless of your sales levels. Your inability to make payments may result in termination of your franchise and loss of your investment.
5. **Sales Performance Requirement.** 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.
6. **Franchisor's Right to Buy Back Franchise for Any Reason.** The franchise agreement gives the franchisor a unilateral right to buy your business for any reason or no reason before the franchise expires or is terminated. As a result, you may be required to sell your business for a price that might be below the value of the business if you sold to a third party instead.

~~5.~~

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.

an unlicensed person, you may own and operate a clinic only if it is permissible under applicable law. As of the issuance date of this Disclosure Document, we do not offer franchises to management companies who do not meet the applicable state's legal requirements to own and operate a chiropractic and wellness clinic.

General Description of the Market and Competition

The market for chiropractic and wellness services is well developed. You may have to compete with other businesses, including franchised operations, national chains, and independently owned companies offering chiropractic, health restoration, wellness and similar services. You may also encounter competition from other The Wellness Way franchises and us or our affiliates. Our affiliate, WWE, sells nutritional supplements and other products to retail consumers online and through direct sales channels, and you may face competition in the sales of these products from WWE. ~~Changes in local and national economic conditions and population density affect this industry and are generally difficult to predict. You will face other business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, changes in supply and demand, new technologies and competition from internet based organizations that provide wellness services, supplements, and some related services or products.~~

Regulations Specific to the Industry

The provision of chiropractic and wellness services is highly regulated. Clinics providing chiropractic and wellness services may be subject to numerous federal and state laws, including but not limited to those set forth below. We strongly recommend that you hire a local healthcare lawyer to advise you on healthcare laws that will apply to your franchised business.

State Licensing and Company Structure

State licensing laws provide the requirements for becoming a licensed chiropractor and for the behavior and conduct of licensed professionals. In general, chiropractic services may only be provided by a chiropractor licensed in the State in which the services are provided. A non-licensed person or entity may NOT provide or direct the administering of any chiropractic services to patients and may NOT supervise, direct, control, or suggest to licensed chiropractors the manner in which chiropractic services are provided to patients. Regardless of whether you are licensed or an unlicensed person or entity (as described below), you, as the franchisee must NOT engage in the practice of chiropractic medicine, nursing, or any other profession that requires specialized training or certification, unless you are properly licensed to do so. The Franchise Agreement will not interfere with, affect, or limit the independent exercise of medical judgment by the licensed professionals providing services to patients.

In some states the business providing the chiropractic and wellness services must be a professional corporation ("P.C.") or a professional limited liability company ("P.L.L.C."), and in some states ownership of the P.C. or P.L.L.C must be limited to licensed professionals. You are responsible for ensuring that your business entity is formed and operates with an ownership structure in compliance with applicable state laws. Under our current franchise program, every franchisee must be legally able to provide chiropractic and wellness services through one or more licensed chiropractors. You must conduct your own due diligence and investigation into the laws in your state and make your own determination as to the required regulatory standards to be legally compliant to own or operate a chiropractic clinic at your location and the proper legal structure for your business entity. The laws applicable to your clinic may change. If there are any chiropractic laws or regulations that would render your operation of your ~~franchised~~ Franchised The Wellness Way Clinic in violation, you must immediately advise us of the issue and your proposed corrective action to comply with the applicable law or regulation. Similarly, if we discover a change in any law or regulation applicable to your franchise, you agree to immediately make such changes as are necessary to comply with the applicable law or regulation.

Patient Privacy Laws

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is a comprehensive nation-wide

Franchisees are also offered an option to contract with our affiliate, DPCF Management LLC (“DPCF Mgmt.”), to acquire administrative services. If a franchisee contracts with DPCF Mgmt. for pre-opening administrative services, the Franchisee will pay ~~\$750 per month~~ a monthly fee, which will vary depending on the extent of services provided, ranging from \$0 to \$20,000 per month. –We estimate that franchisees contracting ~~with DPCF Mgmt.~~ for pre-opening administrative services will incur 1-2 months of payments before opening ~~(\$750–\$1,500).~~

Franchisees are also offered an option to contract with us to acquire marketing, advertising, and/or website services. If a franchisee contracts with us for these services, we estimate that franchisees will incur 1-2 months of payments, in addition to fixed web services costs, if selected. The website creation is \$2,500; each landing page is \$1,000. Additional features may be requested by franchisees that would increase the overall cost. These additional features are strictly optional, and cost is dependent upon what features are requested and services are rendered.

The initial fees are uniform, except as set forth in this Item 5. The initial franchise fee and inventory package are nonrefundable. The initial fees are compensation to us for our efforts in offering and selling a franchise to you, our franchise sales and marketing activities to promote the sale of a franchise to qualified franchisees, our participation in the franchise sale, our legal compliance with franchise laws and regulations, the development and hosting of initial training programs, our participation in terminating the franchise, and our lost or deferred opportunity to enter into a Franchise Agreement with others. We reserve the right to modify the initial fees in the future to reflect the changing costs of doing business and changes in the value of the franchises being offered. We may also discount the initial franchise fee if we are unable to locate a franchisee in a particular area that we consider desirable or based on other subjective factors we deem important to the System.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee ¹	The higher of 5% of weekly Gross Revenues or Minimum Performance Requirements.	Payable each Tuesday based on the previous week’s Gross Revenues.	You must pay your royalty directly to us. We reserve the right to change the payment date for royalties and may, with notice to you, collect royalties weekly or monthly. See definition of Gross Revenue. ¹
Global Marketing Fund	Currently 1% of weekly Gross Revenues	Payable each Tuesday based on the previous week’s Gross Revenues.	You must pay your contribution to the Global Marketing Fund directly to us. See definition of Gross Revenue ¹ .
Local or Regional Marketing Cooperatives	Varies based on the vote of the cooperative	As required by the Cooperative	You may be required to join a local or regional marketing cooperative where each clinic in the cooperative has one vote. The amounts contributed to the cooperative may be applied toward your minimum local marketing requirement.
TWW Marketing Services ²	If elected by Franchisee, the elected marketing <u>advertising and/or website</u> costs	To us monthly <u>based on the program tier selected</u>	If you elect to <u>participate in the have marketing services provided by us TWW Marketing program</u> , you will pay the actual cost of all marketing/advertising to be placed which will vary depending on the marketing <u>tier you select plan</u> . See Note 2 for costs. <u>During the term of the Franchise Agreement, we reserve the right to increase the cost for the services, up to 25% each year, depending upon the actual cost incurred.</u>
Resource Subscription	If elected by Franchisee, the then current <u>then-current</u> monthly charge, currently \$200/mo.	To us monthly	If you elect to subscribe to TWW’s resource subscription <u>data-based database</u> , you will pay our then-current charge, which may change upon notice. <u>During the term of the Franchise Agreement, we reserve the right to increase the cost for the services, up to 25% each year, depending upon the actual cost incurred.</u>
<u>Communications Fee</u>	<u>You will pay NIMS a</u>	<u>To Our Affiliate</u>	<u>You must use @thewellnessway.com email</u>

Type of Fee	Amount	Due Date	Remarks
	<u>monthly communications fee for emails and Microsoft office licenses which may change from time to time are and is currently from \$5.50 to \$22.50 per user per month</u>	<u>monthly</u>	<u>addresses and Microsoft office products for your franchised clinic. The fee per user varies depending on the licensed product features selected. These fees may be changed from time to time, as Microsoft's fees are changed.</u>
<u>IT Support Services³</u>	<u>If elected by Franchisee, the then current then-current monthly charge, currently \$250 - \$550-600 per month</u>	<u>To Our Affiliate monthly</u>	<u>If you elect to have NIMS provide IT support services to your clinic, you will pay our affiliate's then current then-current charge, which may change upon notice. During the term of the Franchise Agreement, we reserve the right to increase the cost for the services, up to 25% each year, depending upon the actual cost incurred.</u>
<u>IT Compliance Audit</u>	<u>If Franchisee does not elect IT Support Services, then the \$1,500</u>	<u>To Our Affiliate upon demand</u>	<u>You must maintain the level of IT system security that we designate. If you do not elect to have our affiliate, NIMS, provide IT Support Services, then you must pay NIMS for an annual audit of your IT infrastructure to ensure compliance.</u>
<u>Administrative Services⁴</u>	<u>If elected by Franchisee, the then-current monthly charge, currently \$750 - \$5,000</u>	<u>To Our Affiliate monthly</u>	<u>If you elect to have DPCF Mgmt. provide administrative services to your clinic such as bookkeeping, payroll and billing, you will pay our affiliate's then current then-current charge, which may change upon notice. Franchisees currently pay between \$0 and \$20,000.</u>
<u>Chiropractic student sponsorships</u>	<u>If elected by Franchisee, the then current then-current seminar & travel expenses for the students sponsored, estimated at \$500 to \$10,000.</u>	<u>To us, prior to the scheduled seminar</u>	<u>If you elect to sponsor one or more chiropractic students to attend our seminars or other educational events, you will pay the registration fee and the travel expenses per student sponsored.</u>
<u>Insufficient Funds Fee</u>	<u>\$50 per returned/not processed transaction</u>	<u>At the time a payment to Us is returned or not processed for insufficient funds</u>	<u>Payable only if a payment to us is returned or an ACH withdrawal is not processed due to insufficient funds.</u>
<u>Audit Expenses⁵</u>	<u>All costs and expenses associated with audit, approximately \$1,500 - \$5,000</u>	<u>Upon demand</u>	<u>Audit costs are payable only if the audit shows you underreported amounts you owe us by 3% or more for any period of time, or you are out of compliance with any HIPAA or other patient privacy requirement.</u>
<u>Interest⁶</u>	<u>Lesser of (i) the highest commercial contract interest rate permitted by state law and (ii) the rate of 18% per annum</u>	<u>From the dates the payments are due until paid in the past due amount and all accrued interest are paid in full</u>	<u>Applies to all overdue fees you owe us and our affiliates for any reason, including royalties, contributions to the National Brand Fund, purchases of products, and any other amounts owed. Also applies to any understatement in amounts due revealed by an audit.</u>
<u>Products / Services Ordered</u>	<u>The purchase price plus shipping costs (if any), as may be periodically provided to you, of products and services ordered by you from us or our affiliates.</u>	<u>At the time you place an order</u>	<u>Your cost to purchase products and services from us or our affiliates will be provided to you in the Operations Manual and may be periodically updated from time to time by providing notice to you.</u>
<u>Approval of Products or Suppliers⁷</u>	<u>Approximately \$100 - \$1,000</u>	<u>Time of evaluation</u>	<u>Applies to our evaluation of new suppliers you wish to purchase from or products you wish to purchase. (Section 15.1)</u>
<u>Indemnification⁸</u>	<u>Reimbursement of our actual costs</u>	<u>Upon demand</u>	<u>You must defend lawsuits at your cost and hold us (and our officers, employees, agents, and affiliates) harmless against lawsuits arising from your ownership and operation of the Franchised The Wellness Way Clinic. We also provide</u>

Type of Fee	Amount	Due Date	Remarks
			<u>indemnification to you for any lawsuits or claims arising from your authorized use of the Marks. (Sections 7.4 and 23)</u>
<u>Franchise Renewal Fee</u>	<u>\$2,500</u>	<u>At Renewal</u>	<u>Payable to us at the time of renewal.</u>
<u>Franchise Transfer Fee</u>	<u>\$7,000</u>	<u>At the time of transfer</u>	<u>Payable to us at time of transfer and includes the initial training program for the new owners. Does not apply to an assignment under Section 20.3 of the Franchise Agreement.</u>
<u>Clinic Modifications</u>	<u>Approximately \$5,000 to \$10,000 per year, if necessary</u>	<u>As required</u>	<u>If we make changes to our System standards, you must adapt your business to conform to the changes. You must also remodel and refurbish your franchised business periodically to maintain our standards. Some examples of changes include new equipment, fixtures, software or new Marks.</u>
<u>Relocation Assistance</u>	<u>Approximately \$750 - \$2,500</u>	<u>Time of assistance</u>	<u>If you intend to relocate, you must obtain our approval and reimburse our costs to assist you.</u>
<u>Technology Processing Convenience Fee</u>	<u>If _____ elected by Franchisee, - the -then-current -monthly subscription charge for technology, currently \$384. If Franchisee elects to pay any amount due to TWW or its affiliates via credit card, a convenience fee may be assessed, currently estimated at 2% - 4% of the transaction.</u>	<u>To Our Affiliate monthly To us as incurred</u>	<u>A level of technology is included in your franchise fees, and you will have the option to subscribe to additional features. If you elect to subscribe to services by NEO, you will pay the then-current monthly subscription charge, which may change upon notice. During the term of the Franchise Agreement, we reserve the right to increase the cost for the services, up to 25% each year. If you elect to subscribe to technology offered, if you elect to pay amounts owed to TWW or its Affiliates via credit card, you may incur a convenience fee as a percentage of the transaction, which amount may change and will be reported to you before you elect to proceed with a credit card payment.</u>
<u>New Designee Training</u>	<u>Currently estimated at \$600 - \$3,000 per trainee, plus the trainees' costs and expenses of training</u>	<u>When a Designated Owner, Designated Managing Chiropractor, Designated _____ Office Manager, _____ or, Designated Marketing Coordinator _____ is replaced</u>	<u>Our initial training program is covered by your franchise fee if all trainees attend at the same time as the Designees (one or two total in-person initial training sessions). If Designated Owner, Designated Managing Chiropractor, Designated Office Manager, or Designated Marketing Coordinator is replaced by an individual who has not completed our initial training program, you must have your new Designee complete our initial training program and pay our training costs, plus the costs and expenses of your Designee attending the training program.</u>
<u>Ongoing Training⁹</u>	<u>Approximately \$0 - \$3,000 per attendee</u>	<u>Before program</u>	<u>We may periodically offer ongoing training programs, including an annual conference, regional in-person training programs, and periodic online or in-person training programs. You agree to attend the ongoing training programs we specify from time to time. While we may not charge a fee for all ongoing training programs, we reserve the right to charge a fee for these programs, and you will be responsible for your costs of attendance. If a training program is designated as mandatory, you will be expected to attend and will be responsible for the fee for the program.</u>

Type of Fee	Amount	Due Date	Remarks
<u>TWW Conference</u>	<u>Approximately \$ 0 - \$3,000 per attendee</u>	<u>Before program</u>	<u>Attendance at TWW's Annual or Bi-Annual Conference is mandatory if a conference is held. Conference fees may change annually depending on the conference venue and vendor sponsorships available to offset costs. Conference fees are paid in advance and billed prior to the scheduled Conference.</u>
<u>CE Credits</u>	<u>Approximately \$0 - \$500 per program</u>	<u>Before program</u>	<u>If you desire to obtain continuing education credits for any seminar, conference, or training program hosted by us that you attend, you will pay us an additional fee to have the program accredited, currently estimated at \$0 - \$500 per program.</u>
<u>Additional Training</u>	<u>Currently, \$600 per day, plus your expenses in attending</u>	<u>Time of training</u>	<u>Our initial training program is covered by your franchise fee if all trainees attend the in-person training at the same time(s). If you have to repeat initial training or require additional training, we may charge you. If you require training at a time or place other than The Wellness Way's regularly scheduled initial training programs, you agree to pay The Wellness Way's fees plus all costs and expenses of such training. Further information about training programs is included in ITEM 11. You may also request additional Special Training after the conclusion of The Wellness Way's initial training program. Special Training is provided upon your request and at The Wellness Way's convenience, and you agree to pay The Wellness Way's fee plus all costs and expenses of such additional training. We may also require additional training as a condition of curing any non-payment default.</u>
<u>Reimbursement</u>	<u>Amount that we spend on your behalf, plus 10%</u>	<u>Within 15 days of invoice</u>	<u>If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.</u>
<u>Non-compliance Charge</u>	<u>Up to \$500 per violation</u>	<u>As incurred</u>	<u>We may charge you a non-compliance charge per violation for any violation by you of any term or condition of the Franchise Agreement.</u>
<u>Termination Fee</u>	<u>An amount equal to the lesser of 24 months of your average royalties (based on the average royalties for the previous 12 months) or the balance of your franchise term if less than 24 months.</u>	<u>As incurred</u>	<u>Payable if we terminate your franchise for cause or you terminate your franchise before your franchise term expires.</u>
<u>De-identification</u>	<u>All amounts incurred by us, plus a 10% administrative charge</u>	<u>As incurred</u>	<u>Payable if we de-identify the franchised clinic location upon termination, expiration, or relocation</u>
<u>Cost of Enforcement</u>	<u>All costs — including costs including attorneys' fees</u>	<u>Upon demand</u>	<u>You must reimburse us for all costs in enforcing obligations if we prevail. (Section 24.4)</u>

Type of Fee	Amount	Due Date	Remarks
<u>Credit Card Processing Fee</u>	<u>A percentage of the transaction, which fee may vary and is currently estimated at 2% - 4% of the transaction.</u>	<u>As incurred</u>	<u>If you elect to pay any amount due to us or our affiliates via credit card, a convenience fee may be assessed. You will receive notice of any convenience fee before the transaction is processed.</u>
Technology Subscription	If <u> </u> elected <u> </u> by Franchisee, the then current <u> </u> month ly subscription charge for	To Our Affiliate monthly	A level of technology is included in your franchise fees, and you will have the option to subscribe to additional features. If you elect to subscribe to technology offered

We currently require all fees payable to us to be paid through auto debit pursuant to the authorization attached to the Franchise Agreement.

The fees above may not be uniformly applied. No other fees or payments are to be paid to us or our Affiliate, nor do we impose or collect any other fees or payments for any other third party. All fees are generally non-refundable.

NOTES

¹“Gross Revenue” means the aggregate of all revenue and receipts from sales conducted at, from, or through ~~The the~~ Franchised ~~The~~ Wellness Way Clinic (whether or not in compliance with this Agreement),

designated a preferred supplier, you must obtain our consent to use an alternate supplier. We may concentrate purchases with one or more suppliers to obtain lower prices or better advertising support or services for any group of The Wellness Way clinics franchised or operated by us. ~~You acknowledge that w~~We and/or our affiliates may derive revenue from the products and services offered to you.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your business location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement (attached to the Franchise Agreement as Exhibit 11).

~~B. Insurance~~. You must purchase the insurance we specify from time to time. Our current requirements are:

B.

- a. workers' compensation insurance and employer liability coverage with a minimum of \$100,000 for each accident and \$100,000 for each disease or such higher limit as your state law requires;
- b. comprehensive general liability insurance with a minimum liability coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, plus a \$5,000,000 umbrella policy, or higher if your state law requires (this policy must include coverage for advertising injury and contractual indemnity);
- c. owned and non-owned automobile liability insurance of at least \$1,000,000;
- d. cyber security/data breach insurance of \$1,000,000 per occurrence and \$1,000,000 in the aggregate;
- e. employment liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- f. such insurance as is necessary to provide coverage under the indemnity provisions set forth in Section 23; PLUS

In addition, the franchisee must ensure that every chiropractor or other licensed professional providing patient care at or through the Franchised The Wellness Way Clinic maintains professional liability / medical malpractice insurance of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) the point-of-sale software and hardware, and related software and hardware, that we specify, and some of that equipment must be purchased from our Affiliate. See Item 11 for more details.

D. Products, inventory and equipment. You must purchase required items from our approved vendors and according to our standards and specifications as prescribed. See our Operations Manual for details. Some state corporate practice of medicine laws restrict layperson-franchisees from determining the medical equipment and supplies to be used in the operation of the franchised business. Nothing in our Franchise Agreement, Operations Manual, or specifications will restrict the Designated Managing Chiropractor from exercising independent professional judgment in determining the medical equipment and supplies to be used.

Franchisee will be responsible for all travel, lodging, meals and other expenses incurred while attending any training program.

Ongoing Training: Periodically, you, your managers or employees must attend refresher-training programs to be conducted at our headquarters, online, or another location we designate. Attendance at these programs will be at your expense. (Section 9.4)

TWW Conference: Attendance at TWW's Annual or Bi-Annual Conference is mandatory if a conference is held. Conference fees may change annually depending on the conference venue and vendor sponsorships available to offset costs and are currently estimated to be \$0 – \$3,000 per attendee. Conference fees are paid in advance and billed prior to the scheduled Conference.

Operations Manual: The Wellness Way Operations Manual consists of a series of manuals in paper or electronic form, and additional resources, videos, memoranda and publications. As of the issuance date of this Disclosure Document, the written Operations Manual consists of ~~371-174~~ pages. The Table of Contents for the written Operations Manual is attached to this Disclosure Document as Exhibit D.

ITEM 12. TERRITORY

The franchise is for a specific, approved location, and you may only operate your Franchised The Wellness Way Clinic from the Approved Location. You may not relocate your Franchised The Wellness Way Clinic from the Approved Location without first obtaining our written consent. We will apply the same criteria for approving a relocation as we apply for granting approval of the Approved Location for a new franchisee. For example, and not as a limitation, we may consider rights of other franchisees, our current franchise sales plans and activities, market demographics, and whether the location meets our site selection criteria.

We will grant you a protected territory surrounding your Approved Location known as (the “Area of Primary Responsibility”), which will be mutually acceptable to you and us. We will define the Area of Primary Responsibility in the Franchise Agreement (if an Approved Location is already known) or in an addendum to the Franchise Agreement after you select and we accept the location of your ~~franchised-Franchised~~ The Wellness Way Clinic. ~~Typically, the Area of Primary Responsibility will be a 3 mile or greater radius from the Approved Location for your The Wellness Way Clinic. We will describe the Area of Primary Responsibility using coordinates or fixed geographical features on a map. The geographic size of the Area of Primary Responsibility will vary based upon the population density and a variety of demographic factors.~~

If your Approved Location has not been selected at the time you sign the franchise agreement, we will provide you with a non-exclusive designated search area (“DSA”), which may exceed the size of a typical Area of Primary Responsibility, where you may search for an Approved Location. The DSA will not be ~~protected~~protected, and other franchisees may be searching within the same DSA. The Approved Location and Area of Primary Responsibility will be approved in the ordinary course and secured via amendment to your franchise agreement, when approved.


You will not receive an exclusive territory. 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 The Wellness Way franchisees, as well as us and our affiliates, will not be granted rights to open The Wellness Way Clinic inside your Area of Primary Responsibility, but there are no restrictions on the residence of any patient or customer, and there are no restrictions on the right of any professional to provide telehealth or remote wellness consultations with a patient in any geographic location. Additionally, our affiliate, WWE, offers direct online sales of The Wellness Way branded nutritional supplements and other products, and there are no restrictions on the right of WWE to sell to consumers located in your territory. We are not obligated to ensure that no other franchise will conduct operations in your Area of Primary Responsibility. Although such activities are discouraged, we may determine how to respond to any such situation. We will not provide compensation to you for sales conducted to consumers located in your ~~territory~~Area of Primary Responsibility.

default in this Agreement and entitles The Wellness Way to terminate the Franchise Agreement.

~~The Wellness Way does not represent or warrant that any Franchisee will achieve any specific level of Gross Revenues or that any Franchisee will make any profit. The Minimum Required Gross Revenues set forth above do not constitute a representation that you will achieve these results. Instead, these Minimum Required Gross Revenues reflect what The Wellness Way requires for the Franchise Agreement to remain in effect.~~

ITEM 13. TRADEMARKS

You receive the right to operate your business under the name The Wellness Way, which is the primary Mark used to identify our System. You may also use any other current or future Marks to operate your franchised Business that we designate, including the logo on the front of this Disclosure Document and the service marks listed below. By “Mark,” we mean any trade name, trademark, service mark or logo used to identify your business. We have obtained a registration for the following Marks on the U.S. Patent and Trademark Office (“USPTO”) Principal Register:

Mark	Registration Number	Registration Date
	6607457	January 4, 2022
THE WELLNESS WAY	7040061	May 2, 2023

We intend to file all required affidavits to maintain our registrations.

~~There are no effective material determinations of the USPTO, trademark trial and appeal board, the trademark administrator of any State or any court, pending infringement, opposition or cancellation; or pending material litigation involving the Marks. There is an active petition for cancellation against Registration No.-s. 6607457 and 7040061, pending before the United States Trademark Trial and Appeal’s Board (“TTAB”). The petition was filed on July 9, 2025, as counterclaims in response to The Wellness Way’s opposition, filed May 28, 2025, to registration of the trademark “WELLWAY,” under Registration Nos. 88827757, 88985461, and 98687075. The Wellness Way has filed its answer to the cancellation petition on August 18, 2025, and the matter remains pending before the TTAB. The outcome of this proceeding could materially affect use of our Marks.~~

There are no agreements currently in effect that will significantly limit our rights in the future to use or license the use of the Marks in any manner material to your franchise.

We know of no infringing or prior superior uses that could materially affect your use of the Marks in the franchised business.

You do not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your ~~franchised-Franchised~~ The Wellness Way Clinic. You must follow our rules when you use the Marks. You must use the Marks as the sole trade identification of the ~~franchised-Franchised~~ The Wellness Way Clinic, subject to applicable State laws. You cannot use a Mark as part of a corporate, partnership or limited liability company name and will instead register a d/b/a or fictional name in the format “The Wellness Way – [insert TWW assigned geographic designator]”. You cannot use the Mark with modifying words, designs or symbols except for those which we license to you. You may not use any Mark in connection with the sale of any unauthorized products or services, or in any other manner that we do not authorize in writing. You must obtain a fictitious or assumed name registration if required by your state or local law, and you must ensure that such registration is done in accordance with laws governing chiropractors in your state. Any unauthorized use of the Marks by you is a breach of the Franchise Agreement and an infringement of our rights in the Marks. You must not contest the validity or ownership of the Marks, including any Marks that we license to you after

s. Modification of the agreement	Sections 11.2, 24.7 and 24.8	The Franchise Agreement can be modified only by written agreement between you and us or by a judicial decision. We may modify the Confidential Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 24.7	Only the terms of the Franchise Agreement are binding (subject to applicable law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representation made in the Franchise Disclosure Document, its exhibits and amendments.

ITEM 18. PUBLIC FIGURES

We do not presently use any public figures to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. ~~—~~Financial performance information that differs from that included in ITEM 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this ITEM 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Written substantiation pertaining to these financial performance representations is available for inspection at our principal business address and will be provided upon reasonable request.

The financial performance representations in this Item 19 are a historic representation based on the past performance of existing outlets. The financial performance representations below are based on the historic gross revenues of existing corporate affiliate The Wellness Way Clinics and existing ~~franchised~~ Franchised The Wellness Way Clinics for the calendar year ~~2024~~ 2025. For purposes of this Item 19, gross revenues is defined as total gross receipts, without deductions. This Item 19 presents the historical financial performance information of the 20 corporate affiliate The Wellness Way Clinics and the 28 Franchised The Wellness Way Clinics. We have not excluded any corporate affiliate The Wellness Way Clinics. We have excluded five (5) Franchised The Wellness Way Clinics that were not open for the entire calendar year 2025: one (1) location closed and four (4) were not in operation for the entire calendar year 2025.

Tables 1 – 4 show the top 3 corporate affiliate clinics, the bottom 3 corporate affiliate clinics and the top 3 franchise clinics and bottom 3 franchise clinics, based on the gross revenues received by all corporate affiliate clinics and franchise clinics open for the entire year. The financial performance representations in tables 1-4 are disclosed by geographic region of The Wellness Way Clinic. The financial performance representation in this Item 19 is listed by geographic region of the clinic location. The geographic regions

are: West (Arizona, Colorado, Montana, Oregon, and Utah); Central (Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio, North Dakota, Texas, and Wisconsin); East (Florida, Georgia, Massachusetts, New Hampshire, North Carolina, Pennsylvania, and Tennessee). The geographic location of future operational franchised outlets may differ materially from the geographic location of the affiliate-owned outlets.

Tables 5 ~~–~~ 6 show the average ~~and mean~~ gross revenues for fiscal year ~~2024~~ 2025 of corporate affiliate units and franchise units, based on all clinics open for the entire year represented. The total number of clinics included is reflected in each table.

The financial performance representations in this Item 19 are historic financials of the corporate affiliates and franchised units, provided to us by such corporate affiliates and franchisees ~~and are not a forecast of any prospective franchisee's future performance.~~

The financial performance representations do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue figures to obtain your net income or profit. ~~Differences in location and/or geographic region of your franchise location may result in significantly different costs. Differences and/or changes in laws can also cause costs to change. You may also incur costs or expenses not incurred by the company affiliate locations. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Existing franchisees are one source of that information.~~

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

TABLE 1: TOP 3 CORPORATE AFFILIATE CLINICS

<u>GEOGRAPHIC REGION OF CLINIC</u>	<u>2024-2025 GROSS REVENUES</u>
CENTRAL	<u>\$4,986,440</u> <u>2,591,009</u>
<u>EAST</u>	<u>\$2,019,338</u>
CENTRAL	<u>\$2,131,956</u> <u>1,955,182</u>
<u>CENTRAL</u>	<u>\$1,237,600</u>

TABLE 2: BOTTOM 3 CORPORATE AFFILIATE CLINICS

<u>GEOGRAPHIC REGION OF CLINIC</u>	<u>2024-2025 GROSS REVENUES</u>
<u>CENTRAL</u>	<u>\$640,061</u>
<u>CENTRAL</u>	<u>\$210,134</u>
CENTRAL	<u>\$167,278</u> <u>310,313</u>
<u>CENTRAL</u>	<u>\$221,883</u>
<u>CENTRAL</u>	<u>\$138,528</u>

TABLE 3: TOP 3 FRANCHISED CLINICS

<u>GEOGRAPHIC REGION OF CLINIC</u>	<u>2024-2025 GROSS REVENUES</u>
EAST	<u>\$4,036,577</u> <u>3,876,680</u>
CENTRAL	<u>\$3,225,453</u> <u>2,260,059</u>
<u>CENTRAL</u> <u>EAST</u>	<u>\$1,838,104</u> <u>2,075,049</u>

TABLE 4: BOTTOM 3 FRANCHISED CLINICS

<u>GEOGRAPHIC REGION OF CLINIC</u>	<u>2024-2025 GROSS REVENUES</u>
<u>CENTRAL</u>	<u>\$313,535</u>
<u>EAST</u> <u>CENTRAL</u>	<u>\$262,442</u> <u>238,965</u>
CENTRAL	<u>\$225,261</u> <u>180,154</u>
<u>CENTRAL</u>	<u>\$181,266</u>

accordance with this Section 24.3. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address:

The Wellness Way Franchise LLC Attn:
Nicole Seidel
2525 W Mason Street
Green Bay, WI 54303
nseidel@thewellnessway.com

With a Copy to:

Amanda D. Dempsey, Esq
Saxton & Stump
100 Deerfield Lane, Suite 240
Malvern, PA 19355
(add@saxtonstump.com)
~~Mary M. Clapp, Esq.~~
~~mary@delafan.com~~
~~Amanda~~
~~Dempsey, Esq.~~
~~add@saxtonstump.com~~

24.4. Cost of Enforcement or Defense

In any action for the collection of fees due under this Agreement or seeking injunctive relief, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding.

24.5. Unlimited Guaranty and Assumption of Obligations

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Unlimited Guaranty and Assumption of Obligations attached as **Exhibit 3**, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

24.6. Approvals

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval, and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

24.7. Entire Agreement

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Franchisee. ~~Franchisee acknowledges that Franchisee is entering into this Agreement as a result of its own independent investigation of the Franchised The Wellness Way Clinic and not as a result of any representations about Franchisor made by its shareholders, officers, directors, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement, or in any disclosure document, prospectus or other similar document given to Franchisee pursuant to applicable law.~~

appointed by a court of competent jurisdiction located in Brown County, Wisconsin. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction. Any dispute arising out of or in connection with this arbitration provision, including any question regarding its existence, validity, scope, or termination shall be referred to and finally resolved by arbitration.

Franchisee acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress, or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

25.8. Mediation Condition Precedent

As a condition precedent to filing any action for arbitration, the Parties agree that all disputes, claims and disagreements which are subject to arbitration and which they are not able to resolve after negotiating in good faith shall be mediated by non-binding, mandatory mediation. The complaining Party must provide written notice to the other Party describing the nature of the dispute. The Parties shall then agree on a mediator within ten (10) days. If the parties are unable to agree on a mediator, the mediator shall be appointed in accordance with the Commercial Mediation Rules and Regulations of the American Arbitration Association. Mediation may be held via web meeting or telephone or in Brown County, Wisconsin and shall be held within thirty (30) days after a mediator has been selected or appointed.

25.9. Injunctive Relief

Notwithstanding the foregoing requirements to arbitrate all disputes and the mediation condition precedent, either party may pursue injunctive relief as appropriate, without first engaging in mediation, to enforce any provisions of this Agreement to prevent ongoing harm.

~~26. ACKNOWLEDGMENTS~~

~~26.1. Receipt of this Agreement and the Franchise Disclosure Document~~

~~Franchisee represents and acknowledges that it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received, at least fourteen (14) calendar days prior to the date on which this Agreement was executed, Franchisor's Franchise Disclosure Document.~~

~~26.2. Consultation by Franchisee~~

~~Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.~~

~~26.3. True and Accurate Information~~

~~Franchisee represents that all information set forth in any and all applications, financial statements and other submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.~~

~~26.4. Risk~~

~~Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like an investment in any other business, an investment in The Wellness Way Clinic involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.~~

~~26.5. No Guarantee of Success~~

~~Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised The Wellness Way Clinic. Franchisee represents and acknowledges that there have been no representations by Franchisor's officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.~~

~~26.6. No Violation of Other Agreements~~

~~Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.~~

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this The Wellness Way Franchise Agreement.

THE WELLNESS WAY FRANCHISE LLC

Name printed: _____ Title: _

By: _____

FOR THE STATE OF MARYLAND

This Addendum to the Franchise Agreement is agreed to this _____ (“Effective Date”), is by and between The Wellness Way Franchise LLC and _____.

1. In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201-14-233, the Franchise Agreement for The Wellness Way is amended as follows:

- Sections 4.2.8, 18.2.3 and 18.2.6 require Franchisee to sign a general release as a condition of renewal or transfer of the Franchise; such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law.
- Section p, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
- Section 25.1 requires that the Franchise be governed by the laws of the State of Wisconsin; however, in the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, the laws of the State of Maryland shall prevail.
- Sections 25.2 and 25.7 require mediation or arbitration to be conducted in the State of Wisconsin; the requirement shall not limit any rights Franchisee may have under the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.
- Any Section of the Franchise Agreement requiring Franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing the Franchise are not intended to, nor shall they act as a, release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
- Section 25.4 is amended to the extent that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

2. Any portion of the Franchise Agreement which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law applicable to the provisions are met independently of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

4. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement

3.5. No statement, questionnaire, or acknowledgement 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 the franchisor. This provision supersedes any other term or any document executed in connection with the franchise.

FOR THE STATE OF MARYLAND

1. ITEM 5 of the Disclosure Document is amended to state:
Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

+2. ITEM 17 of the Disclosure Document is amended to add the following:

- Under the Maryland Franchise Registrations and Disclosure Law, Md. Code Ann. Bus. Reg. §14-201 et seq., no general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law.
- Any litigation between Franchisee and Franchisor may be instituted in any court of competent jurisdiction, including a court in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
- In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.
- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.