

## FRANCHISE DISCLOSURE DOCUMENT



PetNmind Franchising Group LLC  
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The franchise offered in this Franchise Disclosure Document is for the operation of a petNmind Business offering one of four different service levels.

The total investment necessary to begin operation of a petNmind Business (hereinafter, the “petNmind Business” or “Business”) is between \$159,700 and \$299,000. This includes an initial franchise fee of \$40,000 that must be paid to us or our Affiliates. The total investment necessary to begin operation of a petNmind Area Development Program (as defined below) is between \$199,700 and \$359,000, which includes additional initial franchise fees of between \$40,000 and \$60,000, which must be paid to us or our Affiliates.

This disclosure document summarized certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified this information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Adrian Archie at 6578 N. State Road 7, Coconut Creek, Florida 33073, [franchise@petnmind.com](mailto:franchise@petnmind.com) and +1 202 423 0664.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contracts and this Franchise Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**Issuance Date: June 22, 2022**

## **How To Use This Franchise Disclosure Document**

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

### **QUESTION**

### **WHERE TO FIND INFORMATION**

How much can I earn?

Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.

How much will I need to invest?

Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.

Does the franchisor have the financial ability to provide support to my business?

Item 21 or Exhibit C includes financial statements. Review these statements carefully.

Is the franchise system stable, growing, or shrinking?

Item 20 summarizes the recent history of the number of company-owned and franchised outlets.

Will my business be the only petNmind business in my area?

Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.

Does the franchisor have a troubled legal history?

Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.

What's it like to be petNmind franchisee?

Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.

What else should I know?

These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## **What You Need To Know About Franchising *Generally***

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### **Some States Require Registration**

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit F.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

### **Special Risks To Consider About *This* Franchise**

Certain states require that the following risk(s) be highlighted:

1. Many franchise agreements do not allow you to renew unconditionally after the initial term expires you may have to sign a new agreement with different terms and conditions in order to continue to operate your business. Before you buy, consider what rights you have to renew your franchise, if any, and what terms you might have to accept in order to renew.
2. The franchise agreement requires you to resolve disputes with us by mediation, arbitration and litigation only in Florida. Out-of-state mediation, arbitration and litigation may force you to accept a less favorable settlement for disputes it may also cost you more to arbitrate and litigate with us in Florida than in your own state.
3. The franchise agreement states that Florida law governs the agreements, and this law may not provide the same protections and benefits as local law, you may want to compare these laws.
4. The franchisor is at an early state of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
5. The franchisee will be required to make an estimated initial investment ranging from \$154,000 and \$294,000 for a petNmind Business. This amount may exceed the franchisor's stockholders equity as of December 31, 2021, which is \$26,999.
6. We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. If we do, the franchise broker or referral source represents us, not you and we would pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.
7. There may be other risks concerning this franchise.

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	PetNmind Franchise Agreement (with exhibits)
B	Area Development Agreement
C	Financial Statements
D	List of Current and Former Franchisees
E	Confidential Operations Manual Table of Contents
F	List of State Administrators/Agents for Service of Process
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**ITEM 1**  
**THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

To simplify the language in this Franchise Disclosure Document, “petNmind,” “we,” “us,” and “our” means petNmind Franchising Group LLC , doing business as petNmind, the franchisor. “You,” “your,” and “Franchisee” means the person who buys the franchise from petNmind and its owners, if the Franchisee is a business entity.

**Franchisor, Parent, and Affiliates**

PetNmind Franchising Group LLC is a Florida limited liability company formed on October 15, 2019. Our principal business address is 6578 N. State Road 7, Coconut Creek, Florida 33073. We operate under our corporate name, “petNmind.” We do not conduct business under any other name. We offer and support franchises for the petNmind Business, and have done so since January 2020. We have not offered and do not offer franchises in any other line of business and do not own or operate any petNmind Business.

PetNmind Holdings Corp, a Florida corporation, is our parent company, and its principal business address is 6578 N. State Road 7, Coconut Creek, Florida 33073.

We have affiliated companies including A2 Healthy Pet Provisions Corp. d/b/a petNmind, a Florida limited liability company (the “Affiliate”). The Affiliate has been operating one (1) Business under the Marks (as defined herein) since June 2014, and it may operate additional Businesses (as defined herein) in the future. The Affiliated Entity do not and have not offered franchises in this or in any other lines of business previously. We are party to an intellectual property license agreement with the Affiliated Entity.

**Agents for Service of Process**

Our agent for service of process for the State of Florida is Adrian Archie, 6578 N. State Road 7, Coconut Creek, Florida 33073. Our agents for service of process for other states are identified in Exhibit F of this Franchise Disclosure Document. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above where we have appointed an agent for service of process. There may also be additional agents appointed in some states listed.

**PetNmind Franchises**

We offer franchises for the operation of a petNmind Business (the “Franchise”) using our trade names, trademarks, service marks, associated logos and symbols (“Marks”), business system, procedures and trade secrets (collectively, the “System”). You will operate a petNmind Business offering all natural holistic food and supplements for dogs and cats, nutrition consulting, dental cleaning, self-washing, depending on the services and products you offer.

The retail products offered at petNmind Businesses include all natural holistic products and a carefully chosen selection of other product lines (the “Retail Products”).

The services offered at petNmind Businesses include nutrition consulting, dental cleaning, and self-washing.

Franchisor may also permit you to offer additional services such as a full grooming, dog wash, and other related products and services that we authorize from time to time (the “Services”).

You must sign one of our standard franchise agreements, which is attached to this Franchise Disclosure Document as Exhibit A (a “Franchise Agreement”). You may operate one (1) Business, for each Franchise Agreement you sign.

We may change the Approved Products and Services offered at petNmind from time to time.

If you are interested in becoming a petNmind franchisee, you may be asked to complete a confidential application and questionnaire when applying for consideration. This may include your authorization for us to do, at our discretion, various background checks on you, including making criminal and financial inquiries. This information will remain confidential.

### Development Program

We offer and grant the right (the “Development Rights”) to develop and operate multiple Businesses within a certain defined geographic area (a “Development Area”) in keeping with a “Development Schedule.” We call this opportunity the “Area Development Program.” We use our form of Area Development Agreement, and require those seeking to participate in it to sign three Franchise Agreements at the time they chose to participate in the Development Program. Under the Area Development Agreement, we defer the dates the franchisee has to open the Business for the second and third Businesses under their Development Schedule. We also agree not to place another Business in the Development Area during the Development Schedule, provided they are in compliance with the Development Agreement. The current form of Area Development Agreement is attached as Exhibit B to the Franchise Agreement.

### Market Competition

The market for the goods and services offered by a petNmind® Business is well-established and very competitive. You will compete with other local and national businesses offering similar retail products and services, including pet grooming and pet washing, (some of which may be franchised) and independently owned pet supplies and service stores that offer similar procedures. Some of these competitors utilize a membership concept while others do not. Some of these competitive businesses operate through franchises.

### Industry Regulations

You will be required to comply with kennel licensing regulations through city, county and state agencies. You will also be required to comply with the rules and regulations of the national pet care services associations and USA Patriot Act and Executive Order 13224.

You will be required to comply with all applicable related licensure or certification requirements. You must comply with various laws and regulations governing real estate permits, licenses and

operational licenses. Many of the laws vary from jurisdiction to jurisdiction. It is your responsibility to apprise yourself of and comply with all applicable laws for businesses. The laws include, but are not limited to, those pertaining to zoning and construction, public accommodations, accessibility by persons with disabilities, health and safety, hazardous waste and environmental, fire codes, smoking rules, discrimination, employment, wage and hour, sexual harassment and other rules and regulations promulgated by the local and state jurisdictions. Equal Employment Opportunity Commission, Occupational Safety and Health Act, and Environmental Protection Agency.

We strongly urge you to consult with local counsel to determine your obligations under these and other federal, state and local laws before you purchase this franchise.

We do not assume any responsibility for advising you on regulatory or legal matters. You should consult with your attorney about laws and regulations that may affect your Business.

## **ITEM 2** **BUSINESS EXPERIENCE**

Below is a listing of the names and titles of our officers and directors and other individuals who will have management responsibility relating to the sale or operation of franchises offered by this Franchise Disclosure Document and descriptions of their business experience for at least the last 5 years.

### **Adrian Archie – Chief Executive Officer/Owner**

Mr. Archie has served as our Chief Executive Officer since our formation in October 2019. Mr. Archie is also the co-founder and co-owner of A2 Healthy Pet Provisions Corp. D/B/A petNmind, our Affiliated Entity, and has been since June 2014.

### **Tarji Carter – Franchise Sales Development**

Ms. Carter has served as head of Franchise Sales Development since January 2022. From April 2017 to present, she has been President of Guest First Services, Inc. based in Atlanta, Georgia. From June 2021 – January 2022, she served as Director, Franchise Development for Bojangles' Restaurant, Inc. based in Charlotte, North Carolina. From March 2020 to October 2020, she served as Franchise Developer for Wingstop based in Dallas, Texas. From January 2013 to April 2017, she served as Franchise Developer for Dunkin' Brands based in Canton, Massachusetts.

## **ITEM 3** **LITIGATION**

No litigation is required to be disclosed in this Item.

## **ITEM 4** **BANKRUPTCY**

No bankruptcy proceeding is required to be disclosed in this Item.



## **ITEM 5**

### **INITIAL FEES**

#### **Initial Franchise Fees**

You must pay us an initial franchise fee of \$40,000 when you sign the Franchise Agreement. The Initial Franchise Fee is deemed fully earned by us once paid and is non-refundable.

#### **Initial Franchise Fees Collected**

As of the issuance date of this Franchise Disclosure Document, we collected Initial Franchise Fees of \$0.

#### **Training Fee**

All managers of any petNmind Business shall either travel to our offices in Florida for an approximately one (1) week training prior to opening or operating any Business, or receive training at the petNmind Business. The training fee for the initial Operating Principal and three (3) additional people is free and training for other persons is \$250 per person, per day, not including any traveling, lodging, or other costs. This training is required only one (1) time per person and we reserve the right to pre-approve all individuals who seek to participate in our training program.

#### **Development Rights**

Your initial franchise fees under the Development Program range from \$40,000 to \$60,000, which includes your Franchise Fee for each of the petNmind Businesses under the Development Schedule.

In return for your agreeing to the Area Development Agreement, we agree to allow you to develop a specific number of petNmind Businesses in the Development Area and not to place another petNmind Business in your Development Area during the Development Schedule.

## **ITEM 6**

### **OTHER FEES**

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Continuing Service Royalty <sup>(2)</sup>	5% of Gross Revenues	Monthly via direct deposit by the 10th of the month for the previous month.	Based on Gross Revenues (as defined herein) during the previous month.
National Advertising and Brand Fund Contribution	0% of Gross Revenues initially 1% of Gross Revenues	Monthly via direct deposit by the 10th of the month for the previous month.	Based on Gross Revenues during the previous month. See Item 11 for a detailed discussion about the National Advertising and Brand Fund.

Local Marketing Requirement	1.0% of Gross Revenues	As incurred.	Local marketing requirements are discussed in Item 11. Any marketing materials you wish to use must first be approved by us. If you fail to spend the local marketing requirement in any given period, you will be required to pay the difference to the National Advertising and Brand Fund.
Owners' Manual Replacement Fee	\$250	As incurred.	Payable to us if you lose or destroy the Owners' Manual.
Additional Training or Assistance	Currently, we charge \$250 per day plus expenses for training at our location, and \$250 per day plus expenses for training at your location	When training or assistance begins.	We may charge you for training newly-hired personnel; for refresher training courses; and for additional or special assistance or training you need or request. For all training sessions and conferences, you must pay for your trainees' and representatives' salaries and benefits, and for their travel, lodging and meal expenses.
Transfer Fee	The greater of 35% of the then-current franchise fee or 5% of the sale price	Before transfer completed.	No charge if Franchise Agreement transferred to an entity you control.
Renewal Fee	20% of the then-current franchise fee	At time of renewal.	
Testing of Products or Approval of new Suppliers	Not to exceed \$1,000	When billed.	This covers the costs of testing new products or inspecting new suppliers you propose to us.
Audit	Cost of inspection	15 days after billing.	Due if you do not give us reports, supporting records or other required information, or if you

			understate required Continuing Support and Royalty payments or Fund contributions by more than 2%.
Interest	Lesser of 1.5% per month or highest commercial contract interest rate law allows	15 days after billing.	Due on all overdue amounts.
Maintenance and Refurbishing of Business	You must reimburse our expenses	15 days after billing.	If, after we notify you, you do not undertake efforts to correct deficiencies in Business appearance, then we can undertake the repairs and you must reimburse us.
Insurance	You must reimburse our costs	15 days after billing.	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us.
Insufficient Funds	\$75	As incurred.	Due if you have insufficient funds in your EDTA to cover a payment, or if you pay by check, a check is returned for insufficient funds.
Cost of Enforcement	All costs including reasonable attorneys' fees	Upon demand.	You must reimburse us for all costs in enforcing obligations if we prevail, under both the Franchise Agreement and Regional Area Development Agreement.
Management Fee	\$250 per person per day (plus costs and expenses)	As incurred.	Due when we (or a third party) manage your Business after your managing owner's death or disability, or after your default or abandonment.
Indemnification	Will vary	As incurred.	You must reimburse us if we are held liable for

			claims from your Business' operation.
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Notes:

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We can require an alternative payment method and frequency for any fees or amounts owed to us under the Franchise Agreement.
2. As used in the Franchise Agreement, "Gross Revenues" means the total selling price of all services and products sold at or from your Business (not adjusted for credit card fees), including the full value of any gift certificate redeemed at your Business or coupon sold for use at your Business (fees retained by or paid to third-party sellers of such gift certificates or coupons are not excluded from calculation), and all income and revenue of every other kind and nature related to the Business or Business operation, whether for cash or credit, but excluding taxes collected from customers and paid to taxing authority, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers.

**ITEM 7**  
**YOUR ESTIMATED INITIAL INVESTMENT**

Expenditure	Estimated Range		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee(1)(2)	\$40,000		As arranged	When signing Franchise Agreement	PetNmind Franchising Group LLC
Pre-Opening Travel Expenses and Living Expenses While Training <sup>(3)</sup>	\$2,000	\$3,000	As arranged	As incurred	Third-Parties
Real Estate Rent Deposits and Pre-Paid Expenses <sup>(4)</sup>	\$2,000	\$4,000	As arranged	As incurred	Third-Parties
Furniture, Fixtures, and Décor	\$10,000	\$20,000	As arranged	As incurred	Third-Parties
Construction of Leasehold Improvements	\$50,000	\$100,000	As arranged	As incurred	Third-Parties
Opening Inventory and Supplies <sup>(5)</sup>	\$15,000	\$30,000	As arranged	As incurred	Third-Parties
Business Permits and Licenses <sup>(6)</sup>	\$1,200	\$3,000	As arranged	As incurred, before opening	Licensing Authorities
Grand Opening Advertising	\$2,500	\$5,000	As arranged	As incurred	Third-Parties

Computer, Software, and Point-of-Sale System <sup>(7)</sup>	\$1,000	\$2,000	As arranged	As incurred	Third-Parties
Architectural/Engineering	\$2,000	\$4,000	As arranged	As incurred	Third-Parties
Insurance Deposits and Premiums (3 months) <sup>(8)</sup>	\$1,000	\$2,000	As arranged	As incurred	Third-Parties
Equipment and other Supplies <sup>(9)</sup>	\$20,000	\$60,000	As arranged	As incurred	Third-Parties, and petNmind Products
Signage	\$2,000	\$4,000	As arranged	As incurred	Third-Parties
Professional Fees <sup>(10)</sup>	\$1,000	\$2,000	As arranged	As incurred	Third-Parties
Additional Funds – Three (3) Months <sup>(11)</sup>	\$10,000	\$20,000	As arranged	As incurred	Third-Parties
TOTAL ESTIMATED INITIAL INVESTMENT <sup>(11)</sup>	\$159,700	\$299,000			
Additional Franchise Fees due at signing under the Development Program	\$40,000	\$60,000			
TOTAL ESTIMATED INITIAL INVESTMENT UNDER THE AREA DEVELOPMENT PROGRAM <sup>(11)</sup>	\$199,700	\$359,000			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Business for three (3) months. We do not offer direct or indirect financing for these items. The availability and terms of financing from third-parties depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and the lending policies of financial institutions from which you may request a loan. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Business may be greater or less than the estimates given depending upon the location of your Business and current relevant market conditions. We did not include state or local sales taxes in any of the above estimates. Unless otherwise stated, these estimates are subject to increase based on changes in market conditions, our costs of providing services, and future policy changes.

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers.
2. We discuss the Initial Franchise Fees in detail in Item 5 of this Franchise Disclosure Document.
3. This estimate is for the cost of two (2) people to attend initial training in the Coconut Creek, Florida area. You are responsible for the travel and living expenses, wages, and other expenses incurred by your trainees during initial training. The actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices.
4. This estimate is based on a commercial lease of approximately between 500 and 2,000 square feet (depending on the products and services you intend to offer) of interior retail space with HVAC, lighting fixtures, electronic outlets, and telephone wiring installed for your Business. Rent is estimated to be between \$333 and \$1,333 (depending on the products and services you intend to offer) per month, including common area maintenance (“CAM”) charges, if any, and depends on factors such as market, size, condition, requirements for build-out, and location of the leased premises. Landlords typically require an initial payment equal to the first and last months’ rent, plus a guarantee deposit equal to one (1) month’s rent. This estimate does not include additional security deposits or prepaid rent which the landlord may require. If you choose to purchase instead of lease the premises for your location, then the purchase price, down payment, interest, and other financing terms will determine your monthly mortgage payments. The costs of purchasing a store vary so widely that we cannot reasonably estimate the cost.
5. You must purchase certain initial inventory as we require in the Manual or otherwise in writing, from Approved Suppliers.
6. The estimate includes the cost of acquiring business licenses and permits. Your costs will vary depending upon your Business’ location.
7. You must purchase certain computer equipment as we require in the Manual or otherwise in writing, from Approved Suppliers. This estimate does not include transportation or set-up charges.
8. You must obtain and maintain, at your own expense, the insurance coverage we require and satisfy other insurance-related obligations. The amounts listed in this table reflect our estimate of basic insurance for your first month of operation, and is based upon the experience of our Affiliated Entity. Additional information regarding insurance needs, including coverage limits, can be found in Item 8 to this Franchise Disclosure Document.
9. You must purchase certain initial equipment as we require in the Manual or otherwise in writing, including a minimum of two dog wash units, a “cash wrap” counter, shelving and fixtures, and an electronic scale (500lb capacity) for a Business; a minimum of one dog wash unit, a “cash wrap” counter, shelving and fixtures, an electronic scale (500lb capacity), and a two door glass front merchandising freezer, a bathing tub, grooming table,

dryers, and cages for a Business. This estimate does not include transportation or set-up charges.

10. We recommend that you consult with an attorney, accountant, and/or other advisor prior to purchasing a franchise. You must obtain state and local licenses and business licenses. You may have to post bonds in order to obtain certain governmental permits.
11. The figures set forth herein are estimates of a complete investment in opening a Business and operating it for three (3) months after you open for business. **IT IS POSSIBLE THAT THE ACTUAL COSTS TO OPEN AND OPERATE YOUR BUSINESS WILL DIFFER FROM THOSE SET FORTH ABOVE. HOWEVER, WE BELIEVE THESE AMOUNTS TO BE REASONABLE ESTIMATES IN OPENING AND OPERATING A BUSINESS FOR THE PERIOD NOTED. BECAUSE YOUR ACTUAL NEEDS ARE DEPENDENT ON HOW FAST YOU GROW YOUR BUSINESS, YOU MAY NEED ADDITIONAL CAPITAL TO OPERATE YOUR BUSINESS BEYOND THE THREE-MONTH PERIOD NOTED AND SUCH CAPITAL NEEDS MAY BE SIGNIFICANT.**

## **ITEM 8**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

You must operate your Business according to our System and specifications. Except as described below, however, we do not require you to purchase or lease goods, services, supplies, fixtures, equipment, inventory, or real estate for your Business from us or any affiliate, or an Approved Supplier.

#### **Approved Products and Services**

You may only market, offer, sell, and provide the approved services, as well as any related merchandise and other products that we authorize for sale in conjunction with the Approved Products and Services. We will provide you with a list of our then-current Approved Products and Services, along with their standards and specifications, as part of the Manuals or otherwise in writing prior to the opening of your Franchised Business. We may update or modify this list in writing at any time.

If you wish to offer any product or service in your Franchised Business other than our Approved Products and Services, or use any item in connection with your Franchised Business that does not meet our System standards and specifications, then you must obtain our prior written approval as described more fully in this Item.

#### **Approved Suppliers**

We have the right to require you to purchase any items or services necessary to operate your Franchised Business from a supplier that we approve or designate (each, an “Approved Supplier”), which may include us or our affiliate(s). We will provide you with a list of our Approved Suppliers in writing as part of the Manuals or otherwise in writing, and we may update or modify this list as we deem appropriate.

We may develop proprietary products for use in your Franchised Business, including private-label products that bear our Marks, and require you to purchase these items from us or our affiliate(s).

If you wish to purchase a product or service that we require you to purchase from an Approved Supplier from an alternate source, then you must obtain our prior written approval as outlined more fully in this Item. We may provide our standards and specifications for our Approved Products and Services directly to our Approved Suppliers, and may provide these standards and specifications to an alternative supplier you propose if: (i) we approve the supplier in writing as outlined more fully in this Item; and (ii) the alternative supplier agrees to sign our prescribed form of non-disclosure agreement with respect to any confidential information we disclose.

Except as provided above in this Item: (i) neither we nor any of our affiliates are an Approved Supplier for any items you are required to purchase in connection with your Franchised Business; and (ii) none of our officers own an interest in any of our Approved Suppliers other than us.

We reserve the right to designate us or any of our affiliates as an Approved Supplier with respect to any other item you must purchase in connection with your Franchised Business in the future.

#### Required Purchases and Right to Derive Revenue

The products or services we require you to purchase or lease from an Approved Supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your “Required Purchases.” We estimate that your Required Purchases, purchases from Approved Suppliers and purchases that must meet our specifications in total will be about 0% of your total purchases to establish the Business and about 0% of your purchases to continue the operation of the Business. Please be advised that these percentages do not include the lease payments that you make in connection with your premises.

We and our affiliates reserve the right to derive revenue from any of the purchases (items or services) that our System franchisees are required to make in connection with the Franchised Business. In our last fiscal year, ending on December 31, 2021, we received \$0 in revenue from all required purchases and leases of products and services by franchisees, including purchases of items to be resold in the Business, and rebates we receive from third-parties. This was 0% of our total revenue of \$0, as reported in our most recent audited financial statements.

We and/or our affiliate(s) may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers’ dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We and/or our affiliates may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and our franchisees.

#### Non-Approved Product/Service and Alternate Supplier Approval

We may, but are not obligated to, grant your request to: (i) offer any products or services in connection with your Franchised Business that are not Approved Products and Services; or (ii)



purchase any item or service we require you to purchase from an Approved Supplier from an alternative supplier.

If you wish to undertake either of these actions, you must request and obtain our approval in writing before: (i) using or offering the non-approved product or service in connection with your Franchised Business; or (ii) purchasing from a non-approved supplier. You must pay our then-current supplier or non-approved product evaluation fee when submitting your request, as well as cover our costs incurred in evaluating your request. We may ask you to submit samples or information so that we can make an informed decision whether the goods, equipment, supplies or supplier meet our specifications and quality standards. In evaluating a supplier that you propose to us, we consider not only the quality of the particular product at issue, but also the supplier's production and delivery capability, overall business reputation and financial condition. We may provide any alternate supplier you propose with a copy of our then-current specifications for any product(s) you wish the supplier to supply, provided the supplier enters into a confidentiality and non-disclosure agreement in the form we specify. We may also inspect a proposed supplier's facilities and test its products and/or services, and request that you reimburse our actual costs associated with the testing/inspection.

We will notify you in writing within 30 days after we receive all necessary information and/or complete our inspection or testing to advise you if we approve or disapprove the proposed item and/or supplier. The criteria we use in approving or rejecting new suppliers is proprietary, but we may (although are not required to) make it available to you upon request. Each supplier that we approve must comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure. If we approve any supplier, we will not guarantee your performance of any supply contract with that supplier under any circumstances. We may re-inspect and/or revoke our approval of a supplier or item at any time and for any reason to protect the best interests and goodwill of our System and Marks. The revocation of a previously-approved product or alternative supplier is effective immediately when you receive written notice from us of revocation and, following receipt of our notice, you may not place any new orders for the revoked product, or with the revoked supplier.

#### Purchasing Cooperatives and Right to Receive Compensation

We may, when appropriate, negotiate purchase arrangements, including price terms, with designated and Approved Suppliers on behalf of the System. We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products, equipment, or services to some or all of the Businesses in our System. If we do establish those types of alliances or programs, we may: (i) limit the number of approved suppliers with whom you may deal; designate sources that you must use for some or all products, equipment and services; and refuse to approve proposals from franchisees to add new suppliers if we believe that approval would not be in the best interests of the System.

We and/or our Affiliate(s) may receive payments or other compensation from Approved Suppliers or any other suppliers on account of these suppliers' dealings with us, you, or other Franchised Businesses in the System, such as rebates, commissions or other forms of compensation. We may use any amounts that we receive from suppliers for any purpose that we deem appropriate. We

and/or our Affiliate(s) may negotiate supply contracts with our suppliers under which we are able to purchase products, equipment, supplies, services and other items at a price that will benefit us and/or our franchisees.

We reserve the right to create additional purchasing cooperatives in the future. We may negotiate volume purchase agreements with some vendors or Approved Suppliers for the purchase of goods and equipment needed to operate the Business.

### Franchise Compliance

When determining whether to grant new or additional franchises, we consider many factors, including your compliance with the requirements described in this Item 8. You do not receive any further benefit as a result of your compliance with these requirements.

### Insurance

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by applicable law, your landlord, or otherwise. We may periodically change the amounts of coverage required under the insurance policies and require different or additional kinds of insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances, if the changes apply to Businesses. Each insurance policy must name us and entities and persons affiliated with us as additional insureds. On our request, you must provide us with copies of all insurance policies together with proof of payment for insurance. You must send to us current certificates of insurance and copies of all insurance policies on an annual basis. Before you open your Business, you must furnish us with a certificate of insurance showing compliance with the insurance requirements. Currently, you must have the following insurance at a minimum:

- Comprehensive general liability insurance with limits of at least \$1,000,000 per person per occurrence (and \$2,000,000 aggregate) and at least \$100,000 for property damage per occurrence; and
- Employer Practices Liability insurance with limits of at least \$1,000,000.

### Computer System

You must purchase the computer system that we specify, including computer hardware, software, point of sale system, inventory control systems, and high-speed network connections (collectively, the “Computer System”). If we require you to use any proprietary software or to purchase any software from a designated vendor, you must sign any software license agreements that we or the licensor of the software require and any related software maintenance agreements. Currently, we require you to utilize Meridian Star Processing at a cost of \$85 per month and Loyalty Text Marketing at a cost of \$299 per month. The Computer System is described in more detail in Item 11 of this Disclosure Document.

**ITEM 9**  
**FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Franchise Disclosure Document.**

<b>Obligation</b>	<b>Section in Franchise Agreement</b>	<b>Item in Franchise Disclosure Document</b>
b. Pre-opening purchases/leases	Section 7.3, Section 3 of the Area Development Agreement ("ADA")	Items 7
c. Site development and other pre-opening requirements	Section 7.2	Items 7 & 11
d. Initial and ongoing training	Sections 5.1 and 5.2	Items 11
e. Opening	Sections 7.3, 7.4 and 7.7.1	Items 6 & 7
f. Fees	Section 6, Section 2 of ADA	Items 5, 6 & 7
g. Compliance with standards and policies/ Operations Manual	Sections 5.3, 5.5, 7.1, 7.3.2, and 7.4	Items 11
h. Trademarks and proprietary information	Section 8.1	Items 13 & 14
i. Restrictions on products/services offered	Sections 5.5 and 7.3.3	Items 8 & 16
j. Warranty and customer service requirements	Not Applicable	
k. Territorial development & sales quotas	Section 4 of the ADA	
l. Ongoing products/service purchases	Section 7.3.3	Items 8 & 16
m. Maintenance, appearance, and remodeling requirements	Section 7.3.6	Items 11
n. Insurance	Section 7.7	Items 7
o. Advertising	Sections 5.4, 7.1.3 and 7.5	Items 6 & 11
p. Indemnification	Section 8.5	Items 6, 13 & 14
q. Owner's participation/management/staffing	Sections 7.4, 7.5 and 7.6	Items 11 & 15
r. Records and reports	Section 7.6	Items 6
s. Inspections and audits	Sections 6.5 and 7.3.4	Items 6 & 11

t. Transfer	Sections 6.8 and 9	Items 17
u. Renewal	Section 4.5.2, Section 7 of the ADA	Items 17
v. Post-termination obligations	Section 10.3	Items 17
w. Non-competition covenants	Sections 8.6 and 10.3	Items 17
x. Dispute resolution	Section 11	Items 17

## **ITEM 10** **FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease, or any of your obligations.

## **ITEM 11** **FRANCHISOR'S ASSISTANCE, ADVERTISING,** **COMPUTER SYSTEMS AND TRAINING**

**Except as listed below, petNmind Franchising Group LLC is not required to provide you with any assistance.**

### Pre-Opening Obligations

Before you open your Business, we (or our designee) will provide the following assistance and services to you:

- (1) Designate your Territory (See Sections 4.2 and 7.2 of the Franchise Agreement);
- (2) Loan you one (1) copy of the Confidential Operations Manual. The Confidential Operations Manual contains approximately 103 pages. The table of contents for the Confidential Operations Manual is attached to this Franchise Disclosure Documents as Exhibit E (See Section 5.3 of the Franchise Agreement);
- (3) Provide site selection guidelines and criteria and provide site selection assistance to determine an acceptable location for your Business (See Section 7.2 of the Franchise Agreement);
- (4) Within 15 days of your signing the approved lease or location purchase, we will provide you with access to prototype design plans, specifications, décor and layout for Business, including requirements for design, color, scheme, image, interior layout and operation assets that include fixtures equipment interior signs and furnishings. We may also designate additional suppliers of goods and services (See Section 7.2 of the Franchise Agreement);

- (5) Assist you in implementing an opening marketing initiative for your Business (See Section 5 of the Franchise Agreement);
- (6) We, or our designee, will provide instruction and assistance prior to the opening of your Business and immediately following the opening by telephone or in-person, as we determine in our sole discretion (See Section 5.1 of the Franchise Agreement); and
- (7) Provide an initial training program (“Initial Training Program”) as described below.

#### Post-Opening Obligations

During the operation of your business, we may:

- (1) Provide periodic telephone and electronic mail assistance on daily operations, marketing, advertising, personnel and other operating issues that you encounter, and provide review and analyses of your operations (See Section 5.2 of the Franchise Agreement);
- (2) Update the manuals to incorporate improvements and new developments in the System. These revisions may be made at any time (See Section 5.3 of the Franchise Agreement);
- (3) Make available to you initial training of replacement managers at a location that we determine. We may charge you a fee for this training. (See Section 5.1.2 of the Franchise Agreement);
- (4) Advise as to source of supply for equipment, services, supplies, products and materials, and make reasonable efforts to negotiate, enter into and maintain contracts for equipment, supplies and services for your purchase (See Sections 5.5 and 7.3.3 of the Franchise Agreement);
- (5) Assist you with sales promotions (See Section 7.5 of the Franchise Agreement);
- (6) Offer, in our sole discretion, annual regional or national conferences designed to encourage the exchange of information and new ideas between us and our franchisees. You may be required to pay fees to us for these conferences based on our out-of-pocket costs to hold the conferences (See Section 5.1.3 of the Franchise Agreement);
- (7) At our option, provide access to our manuals, franchisee resources and company news (See Sections 5.1.3 and 5.3 of the Franchise Agreement);
- (8) At our option, maintain a website and provide you with a standard web page on the website (See Section 7.5.2 of the Franchise Agreement); and
- (9) Provide you access to print and television advertisements, if and when they exist, for use by you (See Section 5.4 of the Franchise Agreement).

## Advertising and Promotion

### Franchisee Advisory Council

We do not currently have a Franchisee Advisory Council.

### Brand Fund

You may be required to contribute up to 1% of Gross Revenues each month to our system-wide advertising and promotions fund (“Brand Fund”). Currently, the Brand Fund contribution is 0%, but we reserve the right to increase this obligation to up to 1%. All franchises will contribute on an equal basis to the Brand Fund. The Brand Fund will be intended to promote the services of the System. We will administer the Brand Fund and all programs that the Brand Fund finances. We will use the Brand Fund for public relationships and the development and placement of print, electronic media and web-based advertising. We will not use the Brand Fund to solicit prospective franchisees, but we may use the Brand Fund to develop a website and social media platforms. We may use an outside advertising agency to create and place advertising, and handle public relations. The Brand Fund will advertise locally, regionally and nationally, as we decide in our sole discretion, to promote the System.

We will account for the Brand Fund separately from our other funds each year. The Brand Fund will not be audited, but we will prepare an annual unaudited financial statement of the Brand Fund that will be available on your request about 120 days after the end of the fiscal year. Other than reimbursement for reasonable costs and overhead incurred in activities for the administration or direction of the Brand Fund, which may include prorated salary and benefits of any personnel who manage and administer the Brand Fund, meeting costs and similar expenses, neither we nor any affiliate will receive any payment for providing services or products to the Brand Fund. We may, but are not required to, collect for deposit into the Brand Fund any advertising, marketing or similar allowances paid to us for that purpose by suppliers who deal with your petNmind Business.

### Local Advertising

You are not currently required to participate in a local or regional advertising cooperative, but we may require you do so in the future. You are, however, required to spend at least 1% of Gross Revenues on local advertising each month, as outlined in Item 7 of this Franchise Disclosure Document.

You must submit to us, for our approval, all media and materials to be used for local advertising, unless the media and/or materials have been approved before or unless we provided the materials to you. All materials containing our proprietary marks must include the designation service mark SM, trademark TM, registered trademark ®, copyright ©, or any other designation we specify. If you do not receive written or oral approval of any materials submitted within 30 days from the date we receive the materials, the materials are disapproved. We may require you to withdraw and/or discontinue the use of any promotional materials or advertising, even if previously approved. We must make this requirement in writing, and you have 5 days after receipt of our notice to withdraw and/or discontinue use of the materials or advertising. Your submission of

advertising for our approval does not affect your right to determine the prices at which you sell your services.

You may have as many telephone numbers and telephone directory listing for the franchised business as you choose; however, you acknowledge and agree that we will own all rights and interest in each telephone number (regardless of whether such telephone number pre-existed any franchise agreement) and telephone directory listing, email address, domain name, social media platform, and comparable electronic identify that is associated in any manner with your Franchise and/or with any Mark (“Listing”). You acknowledge and agree that all goodwill arising from or in connection with the use of each Listing will inure to our benefit. Promptly after expiration, termination, repurchase or transfer of the Franchise, you will notify each telephone or Internet Service Provider (“ISP”) with whom you have any Listing and direct them to transfer the Listing to us, or any persons we designate, at your expense; and you agree to execute all documents necessary to complete these transfers.

You must include in any significant display advertisements, and in marketing materials for your Business, a notice that your Business is individually owned and operated. Subject to any legal restrictions, you also are required to display or make available in your Business’s reception area, marketing materials that we may provide to you about the purchase of petNmind franchises, but you have no responsibility or authority to act for us in franchise sales.

You may not solicit business outside your Territory through the use of a toll-free number, direct mail, website, social media platform, or other advertising method without our prior written approval. You may not establish your own website or social media platforms without approval.

### System Website

At our option, we may establish one or more websites to advertise, market and promote the System and the franchise opportunity. We currently maintain the website [www.petnmind.com](http://www.petnmind.com); however, we are not obligated to continue to maintain that website, and are not barred from (or required to) creating additional or replacement websites. In any website now in existence or hereinafter-created, we may provide you with a listing for your location, or a web page to promote your business, if you provide us with the information that we request to develop your web page. Our system standard will apply to any website advertising. We may provide a secure intranet for our franchisees, but do not currently have one.

### Computer System and Internet Access

You must purchase and use the complete computer software services and electronic cash register/point-of-sale system (i.e., the “POS System”) we require, which we have the right to change at any time. Currently, our designated POS System is Meridian Star Processing; however, this POS System is subject to change at any time. Beyond the POS System, you are required to obtain other, necessary computer services, including a laptop or desktop computer and printer. Currently, the approximate annual cost to you for the POS System and other, required equipment, is \$1,020. This cost is subject to increases by the vendors. Any maintenance, repair or updates due to the computer system are Your responsibility. (See Section 7.3.8 of the Franchise Agreement).

You must have broadband Internet access, which will permit you to use web-based technology, gather information, exchange ideas and transfer data. You may use any independent Internet Service Provider of your choosing that provides broad-band access. You must maintain a functioning email address so that we can communicate with you electronically.

We may upgrade our minimum computer system requirements at any time in order to keep pace with technology. There are no contractual limitations on the frequency or cost of this obligation, but we expect you will need to upgrade at least every five (5) years. If we modify or impose a requirement, we will notify you in our manuals or other written communications, and will give you a reasonable time in which to comply at your expense. We estimate that the cost of upgrading and replacing a computer system could be from \$500 to \$1,000.

We may assist you in obtaining the computer system and related services, but we are not obligated to do so. We may, in the future, designate an approved supplier for computer components.

We disclaim all implied warranties to the extent permitted by law. Neither we nor any affiliate is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system. You should determine for yourself whether or not any third-party supplier from whom you purchase any component of your computer system is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your computer system, and determine the additional cost for the services.

### Manuals

After you sign your franchise agreement, and prior to initial training, we will give you electronic access to or lend you a paper or read-only disk copy of a single copy of our manuals. The manuals contain proprietary information, and you must keep this information confidential as described in Item 14. A copy of the Table of Contents for the Operations Manual, as of January 30, 2020 is attached hereto as Exhibit E.

### Initial Training Program

You will receive the following training before you open your Business:

<b>Subject</b>	<b>Hours Classroom Training</b>	<b>Hours On-The-Job Training</b>	<b>Location</b>
Introduction to petNmind	5	1	Parkland, Florida
Understanding petNmind & Its Services	10	2	Parkland, Florida
Permits and Coding Compliance	1	0	Parkland, Florida
Billing and Collections Procedures	6	4	Parkland, Florida
Regulatory Compliance	1	1	Parkland, Florida
Bookkeeping	1	1	Parkland, Florida
Do's and Don'ts	5	5	Parkland, Florida
Marketing and Advertising	0	5	Parkland, Florida
<b>HOURS</b>	<b>29.0</b>	<b>19</b>	Parkland, Florida
<b>TOTAL HOURS</b>	<b>48.0</b>		



Our training program lasts one week and is held in Parkland, Florida. We will train up to four people (4) people. Prior to scheduling training, key pre-opening tasks must be completed such as hiring staff and any business-related licenses. We typically schedule training bi-monthly, six times per year.

Adrian Archie will oversee initial training and his background can be found in Item 2 of this document. Trainees are expected to read and have reviewed the Operations Manual prior to attending training. Supplemental training will be provided in a review of the material along with hands-on, observational and visual instruction on our daily procedures and best practices for operating the Business.

We offer on-site support once you are ready to commence operations at a cost of \$250 per day, plus incurred travel and incidental expenses. Support and evaluation include these topics: daily operations, knowledge of programs offered, proper set up and procedures for business operations, customer service, pricing, scheduling and the financial reporting process. We will also review schedule and updated Grand Opening plan. We will only approve operations to commence once all procedures and brand practices are acceptable.

If you are an individual, you and your original manager, if any, must attend and complete our initial training program to our satisfaction. If you are a legal entity, your Operating Principal and your original manager, if any, must attend and successfully complete initial training.

You (or your Operating Principal) and/or any previously-trained manager must attend any refresher or follow-up training that we designate. The cost of a follow-up training is \$250 per additional training. You may also incur out-of-pocket costs in attending same.

Training for replacement managers or employees is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for replacement managers will occur at a time we schedule on a space-available basis, and may not be available immediately after the replacement manager (or employee) is hired. You will be responsible for all expenses incurred by you and your employees in connection with attending all training programs, including the cost of transportation, lodging, meals and wages.

Training for transferees of your franchised business is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for transferees will occur at a time we schedule on a space-available basis, but must be completed before the transfer takes place.

You must pay travel, lodging, and meal expenses for trainees and any compensation or benefits due trainees during initial training, or during any regional or national conferences, or any additional or refresher training.

### Site Selection

If you have not selected a site when you sign your Franchise Agreement, we will approve a Territory within which you can locate a site for your business. We will assist you in evaluating proposed sites based on information that you provide to us and on other information that we deem

relevant. The factors that we consider relevant are square footage, a storefront location, and traffic patterns, and parking availability. We may, but we are not required to, visit proposed sites with you. We will approve or disapprove a proposed site within 15 days after you propose it in writing with appropriate documentation as stated in our manuals. If we disapprove a site, you must locate another site. If you do not, we may terminate the Franchise Agreement.

We must approve your site before you open your Business. You must open for business within 120 days after signing your franchise agreement, subject to our opening schedule availability. If you are delayed from opening within the days, you must provide us with a written request to delay opening. Your request must state: (1) that a delay is anticipated; (2) the reasons that caused the delay; (3) the efforts that you are making to proceed with the opening; and (4) an anticipated opening date. In considering the request, we will not unreasonably withhold our consent to delay, up to a maximum of 14 days, if you have been diligently pursuing the opening. If, for any reason (including your failure to locate a site acceptable to us), you do not open your business within 5 months (or any longer period to which we have consented), we may terminate your franchise without refunding any of the initial franchise fee.

### Opening Business

For a Business, you are required to obtain a site (via a signed letter of intent or lease agreement) within ninety (90) days of the Effective Date. The maximum time to open, after the Effective Date, is one hundred and twenty (120) days. The typical length of time between the signing of a Franchise Agreement and the opening of a business is sixty (60) to ninety (90) days. Factors that may affect this time include your ability to obtain business licenses and permits, when you complete training, select a site, negotiate a lease and complete any construction or renovation of your facility. This length of time will be longer should extensive construction and renovations be required.

## **ITEM 12** **TERRITORY**

The specific location for each Business granted shall be identified in the Franchise Agreement itself or an addendum, as the case may be, once a site has been approved. You will have the license to operate a Business within your Territory.

The Approved Location of a single franchise will be at the center of the Territory, composed of a circle having a radius of three (3) miles or up to a population of 50,000, whichever is less. The Approved Location of a single franchise in a metropolitan area will be at the center of a Territory composed of a circle having a diameter that we believe will not cause a material adverse effect on the Business.

We grant you a franchise for a specific Approved Location within the Territory. The site may not be changed without our written approval and compliance with our relocation procedures, and you may not operate out of any site other than the approved site within the Territory without our written approval. We may allow you to move your site on a case-by-case basis.

During the term of your franchise, your Territory may not be modified except by a written agreement between you and us. On renewal or transfer of your franchise, the Territory may be modified. Depending on the then-current demographics of the Territory, and on our then-current standards for territories, if the Territory is larger than our then-current standard Territory, we may require you or the transferee to accept a renewal Territory or a transfer Territory smaller than the Territory.

You receive an exclusive Territory in that your territorial rights restrict us from establishing or operating, or granting any person other than you the right to establish or operate, a Business at any physical location in your Territory. However, we may: (a) at locations outside your Territory, including locations near the boundaries of your Territory, establish and operate, and grant others the right to establish and operate, a Business; (b) at locations outside your Territory, establish and operate, and grant others the right to operate, businesses similar to the Business; (c) at any location, license the use of alternative proprietary marks or methods in connection with the operation of businesses that may be similar to or different from the Business; and (d) use other channels of distribution, including the Internet. We are not required to pay you if we exercise any of these reserved rights. Currently, we do not operate or franchise, and do not have any plans to operate or franchise, any other businesses under alternative proprietary marks.

As a single-unit Business franchisee, you do not receive the automatic right to acquire additional franchises.

#### Area Development Rights

If you participate in the Development Program, we will designate a “Development Area” for each Franchise Agreement you sign in the Area Development Agreement. The Development Area under each Franchise Agreement is the same as the Site Selection Area, unless otherwise negotiated. Factors that influence the scope of the Development Area are the same as for Site Selection Areas. During the Development Schedule, that Development Area will be afforded the same protections as your Designated Area. But, once you open each Business under the Development Agreement, the Development Schedule and the Development Area ceases to exist and your rights and protections are governed only by your Franchise Agreements as each relates to your Designated Area for each of your Businesses. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we may own or control.

### **ITEM 13** **TRADEMARKS**

We grant you the right to operate a business using our System, which is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin (the “Marks”), as are designated by us in writing for use in connection with the System. Our right to use and license others to use the Marks is exercised pursuant to a ninety-nine (99) year intellectual property license agreement with our affiliate, A2 Healthy Pet Provisions Corp. d/b/a petNmind (the “IP Agreement”), which, if not renewed, ends on February 17, 2119, and which can be terminated upon thirty-days’ notice for a material breach. Under the IP Agreement, we are granted

the right to use and to permit others to use the Marks. We have the right to license the use of the registered trademark to you for the term of the Franchise Agreement, including any extensions or renewals.

The following mark is registered on the Principal Register of the United States Patent and Trademark Office:

Trademark	Registration Date	Registration Number
	September 7, 2021	6473862

You must follow our rules when you use the Marks. You cannot, under any circumstances, use any Mark with modifying words, designs or symbols, except for those which we license to you or have expressly approved in writing. You cannot modify a Mark in any way without our express written consent. You may not use any Mark in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

You may not, under any circumstances, use any of the Marks, including “petNmind,” in any manner, in the name of your corporation, limited liability company, partnership, or other legal entity.

In connection with the establishment of our trademarks, we operate a website for the promotion of the marks and Businesses. This website lists the location, operating hours, and other facts regarding our Businesses. You may not register any domain name nor operate any website that includes the terms “petNmind.” You may request the establishment of a web page within the petNmind website to include additional information specific to your franchised Business. You may not use any electronic media, including the Internet, or any social media, for viewing by the public that contains our registered trademarks without our prior written approval. You may not establish a Facebook®, MySpace®, SnapChat®, or similar page, post through Instagram® or on YouTube®, or utilize other, similar social media, without our prior written approval. You may not establish a Twitter® feed or other social media without our prior, written approval.

The confidentiality provisions of the Franchise Agreement apply to all uses of electronic media.

#### Determinations

There is no currently effective determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court, or any pending interference, opposition or cancellation proceeding, or any pending material litigation involving the above-described Marks which are relevant to your use of these Marks.

No currently effective material determinations or agreements limit our right to use or license the use of the trademarks listed in this section in a manner material to the franchise.

We do not know of any pending material state or federal court litigation regarding our use or ownership rights in the trademarks.

### Protection of Rights

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We will take the action we think is appropriate in these situations, and we have exclusive control over any settlement or proceeding concerning any Mark. You must take actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks. While we are not required to defend you against a claim arising from your use of our Marks, we will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark in accordance with the Franchise Agreement and the Operations Manual, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

You must promptly notify us in writing of any claim, demand, or suit against you or your principals in connection with your use of the Marks. We have the right to select legal counsel and to control the proceedings. In certain cases, as described in Section 8.5 of the Franchise Agreement, we will indemnify and hold you harmless.

### Modification of Trademarks

You must modify or discontinue the use of a trademark if we modify or discontinue it at your own cost. Because your telephone listings and email addresses will be associated with our trademarks, we will own all rights to the telephone listings, and all goodwill generated from the use of the telephone listings will inure to our benefit.

We may acquire or develop additional trademarks, and may use those trademarks ourselves, make those trademarks available for use by you and other petNmind franchisees or make those trademarks available for use by other persons or entities. You may not directly or indirectly contest our rights in our trademarks. We may require you to use and display a notice in a form we approve that you are a franchisee under the System using the trademarks under a franchise agreement.

You may not directly or indirectly contest our rights to our trademarks, trade secrets or business techniques that are part of our business.

### Superior Prior Rights or Infringing Uses

We do not know of any superior rights of infringing uses that could materially affect your use of our principal trademarks.

**ITEM 14**  
**PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

**Patents**

No patents are material to the franchise.

**Copyrights**

We have not registered any copyrights with the United States Copyright Office (Library of Congress), but various marketing, sales, training, management and other materials that we have created are and will be protected under the U.S. Copyright Act, whether or not we have obtained registrations. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for the purpose of promoting your franchised business.

There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials that are relevant to their use by our franchisees.

There are no agreements currently in effect that significantly limit our right to use or license the use of our copyrighted materials in any manner material to the franchise. All of the provisions in Item 13 under the heading “Protection of Rights” also apply to copyrights; provided, however, that you must modify or discontinue use of any subject matter covered by a copyright if directed by us.

We do not know of any superior rights in or any infringing uses of our copyrighted materials that could materially affect your use of the copyrighted materials.

**Proprietary Information**

We have proprietary, copyrighted manuals that include guidelines, standards and policies for the operation of your business, and other proprietary, copyrighted materials. Item 11 and Exhibit E to this Franchise Disclosure Document describe the manuals and the manner in which you may use them. All proprietary manuals and materials provided to you are for your exclusive use during the term of the franchise, and may not be reproduced, copied, loaned to, used by or shown to any person outside the System without our permission.

Each Operating Principal, manager, supervisory employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of the System, agrees not to use any information about the system for his or her own benefit, and agrees not to compete in certain respects with your business and other franchisees’ businesses. Each of these persons must sign the confidentiality agreement (see Exhibit E to the Franchise Agreement), before you grant him or her access to our manuals or any other confidential information.

**ITEM 15**  
**OBLIGATION TO PARTICIPATE IN THE**  
**ACTUAL OPERATION OF THE FRANCHISED BUSINESS**

We strongly believe that the success of your franchised business will depend, to a large extent, on your personal and continued efforts, supervision and attention. If you are an individual, you or a trained manager must personally manage the franchised business at all times. You and your manager, if any, must attend and successfully complete initial training.

If you are a legal entity, you must designate a managing shareholder, partner, or member (“Operating Principal”). If you are a legal entity, your Operating Principal or a trained manager must personally manage the franchised business at all times. Your Operating Principal and your manager, if any, must attend and successfully complete initial training.

Any replacement manager must attend and successfully complete initial training. Neither an original manager nor a replacement manager needs to have an equity interest in the franchised business. Each Operating Principal, manager, supervisory employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of System, agrees not to use any information about the system for his or her own benefit, and agrees not to compete in certain respects with your business and other franchisees’ businesses. Each of these persons must sign the confidentiality agreement (see Exhibit E to the Franchise Agreement), before you grant him or her access to our manuals or any other confidential information.

If you are a legal entity, each shareholder, principal officer, partner, or member must personally guarantee your obligations under the franchise agreement and also agree to be personally bound by, and personally liable for breach of, the franchise agreement (see Exhibit C to the Franchise Agreement).

**ITEM 16**  
**RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer for sale and sell only services and products that we have approved or authorized. You may not offer for sale or sell services or products that would detract from or be inconsistent with the System. You may use services or products not purchased from us, but those services or products must be of comparable quality and must be approved by us in writing before use to ensure maintenance of proper quality standards. You may not use or permit the use of your premises for any other purpose or activity at any time without first obtaining our written consent.

You must offer for sale all approved services and products; must not deviate from our specifications for the approved services and products without our written consent; and must discontinue offering any items that we disapprove in writing.

We may change the types of services and products that we approve or authorize, if the services and products are compatible with the System. There are no other limits on our right to make these changes.

You are not restricted in the customers to whom you may sell approved services or products or the prices the services are rendered or products are sold. However, all sales must occur at or from your Business. You may not solicit business outside your site through the use of a toll-free number, direct mail, Internet website or other advertising method without our prior written approval.

## **ITEM 17**

### **RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.**

#### **THE FRANCHISE RELATIONSHIP**

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 4.5.1	Ten (10) years from the Effective Date of the Franchise Agreement.
b. Renewal or extension of the term	Section 4.5.2; Section 7 of the Area Development Agreement (“ADA”)	If you are in good standing, and have met the conditions set forth in row (c), below, you have the right to renew the Franchise Agreement for one (1) successive ten (10) year term with payment of any franchise renewal fee that is in effect at the time of renewal. The current renewal fee is 20% of the then-current franchise fee. There is no right to renew or extend the Development Schedule under the ADA.
c. Requirements for you to renew or extend	Section 4.5.2	Good standing; timely advance notice; pay any then-current renewal fee; sign new franchise agreement that may contain materially different terms and conditions than the Franchise Agreement in this Disclosure Document; be current in payments; sign release.
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Section 10.2; Sections 4 & 5 of the ADA	We can terminate only if you default.



Provision	Section in Franchise Agreement	Summary
		We can terminate the ADA and its Development Schedule if you do not meet the Development Schedule or you breach the Franchise Agreement.
g. “Cause” defined – curable defaults	Section 10.2.2	You have 30 days to cure noticed curable defaults other than for non-payment of fees. You have five (5) days to cure non-payment of fees.
h. “Cause” defined – non-curable defaults	Section 10.2.1	Non-curable defaults include misuse of trademarks; breach of non-competition; unauthorized assignment or transfer of any rights of the Franchise Agreement; material misrepresentation; lack of prior consent when required; abandonment; repeated defaults even if cured; threat to public health or safety; bankruptcy; plead guilty or no contest to or conviction of a felony. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 1101, <i>et seq.</i> ).
i. Your obligations on expiration, termination or non-renewal	Section 10.3	Obligations include final accounting, complete de-identification, our option to purchase assets, our option to assume your real estate lease (if any), and payment of amounts due. See row (r) below.
j. Our transfer of franchise agreement	Section 9.1	No restriction on our right to assign.
k. “Transfer” by you – definition	Section 9.2	Includes transfer of contract or assets, or any change of ownership.
l. Our approval of your transfer	Section 9.3	We have the right to approve all transfers.

Provision	Section in Franchise Agreement	Summary
m. Conditions for our approval of transfer	Section 9.3	New franchisee qualifies, payment of all of your outstanding debts to us, cure of any defaults, then-current agreement signed by new franchisee or assumption of existing agreement, transfer fee paid; training completed; and release signed by you and your Related Parties.
n. Our right of first refusal to acquire your business	Section 9.4	We or our designee can match any offer for your business.
o. Our option to purchase your business	Section 9.4	We or our designee may, but are not required to, purchase your inventory and equipment at the lesser of the fair market value or depreciated value, if franchise is terminated for any reason.
p. Your death or disability	Section 9.5	Heirs or beneficiaries must demonstrate within 90 days ability to operate franchise. Otherwise, franchise must be assigned by estate to approved buyer within six (6) months.
q. Non-competition covenants during the term of the franchise	Section 8.6.1	No competing business during the Term.
r. Non-competition covenants after the franchise expires, is terminated, or is not renewed	Sections 8.6.2 and 10.3	No competing business for two (2) years: (i) at the Approved Location, (ii) within 25 miles of the Approved location, or (iii) within 25 miles of another Business (including after assignment).
s. Modification of the franchise agreement	Section 11.4; Section 8 of the ADA	No modification, generally, unless on consent of both parties, but Operations Manual subject to change.
t. Integration/merger clause	Section 11.6	Only the terms of the Franchise Agreement are binding (subject to this Disclosure Document and applicable state law). Any other promises may not be enforceable.

Provision	Section in Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Sections 11.7 and 11.8	Except for certain claims, claims must first be mediated prior to arbitration or litigation. All disputes must be litigated in Florida. The arbitration will occur with each respective party paying their own costs.
v. Choice of forum	Section 11.2.2	Arbitration in Miami-Dade County, Florida, or, if litigated, the Eleventh Circuit Court of Florida, or United States District Court for the Southern District of Florida.
w. Choice of law	Section 11.2.1	Florida law applies.

## **ITEM 18**

### **PUBLIC FIGURES**

We do not use any public figures to promote any Business.

## **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.

#### **Background**

During the period January 1, 2019 to December 31, 2019 (“2019”), January 1, 2020 to December 31, 2020 (“2020”) and January 1, 2021 to December 31, 2021 (“2021”), our Affiliated Entity, A2 Healthy Pet Provisions Corp. d/b/a petNmind, which is listed in Item 1 of this Franchise Disclosure Document, operated a business similar to the petNmind Business offered pursuant to this Franchise Disclosure Document. This business traded as “petNmind Naturals & Self-Wash” in Coconut Creek, Florida. Our Affiliated Entity founded this business in 2014, and operated the business from a single location in 2019, 2020 and 2021 (defined below as “Location 1”).

Location 1 is located at 6578 FL-7, Coconut Creek, Florida. Location 1 opened in June 2014. Location 1 is representative of a petNmind Business offered by way of this Franchise Disclosure Document.

The information contained in this Financial Performance Representation presents the results of our Affiliated Entity-owned Location 1 for the periods of January 1, 2019 to December 31, 2019, January 1, 2020 to December 31, 2020, and January 1, 2021 to December 31, 2021.

### **Part I: Definitions**

1. “Affiliated Entity” means A2 Healthy Pet Provisions Corp. d/b/a petNmind., which operates a business similar to the petNmind Business offered by way of this Franchise Disclosure Document, in Coconut Creek, Florida, under the trade name “A2 Healthy Pet Provisions Corp. d/b/a petNmind.”
2. “Cost of Goods Sold” means the accumulated total of all costs the Affiliated Entity incurred in the operation of the petNmind Business during the relevant period.
3. “Gross Profit” means the profit the Affiliated Entity made after deducting the Cost of Goods Sold.
4. “Gross Revenue” means the total amount of sales the Affiliated Entity recognized for the relevant period, prior to any deductions.

### **Part II: 2019, 2020 and 2021 Performance of Our Affiliated Entity-Owned Business**

During 2019, 2020 and 2021, our Affiliated Entity-owned and operated a business similar to the petNmind Business offered by way of this Franchise Disclosure Document for the full twelve (12) months of 2019, 2020 and 2021. During 2021, our Affiliated Entity’s Gross Revenue was \$385,336.53, Cost of Goods Sold was \$220,130.60, and Gross Profit was \$110,516.35. During 2020, our Affiliated Entity’s Gross Revenue was \$400,005.32, Cost of Goods Sold was \$219,425, and Gross Profit was \$180,580. During 2019, Affiliated Entity’s Gross Revenue was \$419,084.10, Cost of Goods Sold was \$256,023.29 and Gross Profit was \$163,060.81.

### **Part III: Notes**

1. The above figures represent the results achieved by our Affiliated Entity, A2 Healthy Pet Provisions Corp. d/b/a petNmind., in calendar years 2019, 2020 and 2021, at a single location.
2. These results are unaudited.
3. These results represent sales of products and services similar to those that will be available to a franchisee to sell.
4. Revenues and expenses may vary, and will be directly affected by many factors, such as: (a) geographic location; (b) competition from other similar facilities in your area; (c)

advertising effectiveness based on market saturation; (d) your product and service pricing; (e) vendor prices on materials, supplies and inventory; (f) employee salaries and benefits (life and health insurance, etc.) and the employment market in your area; (g) insurance costs; (h) ability to generate customers; (i) customer loyalty; and (j) employment conditions in the market.

5. Your individual results may differ. There is no assurance that you will achieve the levels reported above.

We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you. You should use the above information only as a reference in conducting your analysis and preparing your own projected income statements and cash flow statements. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a Business.

Written substantiation of the data used in preparing these sales figures will be made available to you upon reasonable request.

## **ITEM 20** **BUSINESSES AND FRANCHISEE INFORMATION**

**Table 1**  
**Systemwide Business Summary for Years 2019 to 2021**

<b>Business Type</b>	<b>Year</b>	<b>Businesses at Start of Year</b>	<b>Businesses at End of Year</b>	<b>Net Change</b>
<b>Franchised</b>	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
<b>Company-Owned</b>	2019	1	1	0
	2020	1	1	0
	2021	1	1	0
<b>Total Businesses</b>	2019	1	1	0
	2020	1	1	0
	2021	1	1	0

**Table 2**  
**Transfers of Businesses From Franchisees to New Owners  
(Other than Franchisor or an Affiliate) for Years 2019 to 2021**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
<b>Total</b>	2019	0
	2020	0
	2021	0

**Table 3**  
**Status of Franchised Businesses for Years 2019 to 2021**

State	Year	Businesses at Start of Year	Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Cased Operations	Businesses at End of Year
<b>Total</b>	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

**Table 4**  
**Status of Company-Owned Businesses For Years 2019 to 2021**

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Re-Acquired from Franchisees	Businesses Closed	Businesses Sold to Franchisees	Businesses at End of Year
<b>Florida</b>	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
<b>Total</b>	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

**Table 5**  
**Projected Openings as of December 31, 2021**

State	Franchise Agreements Signed But Business Not Opened	Projected New Franchised Businesses	Projected New Company-Owned Businesses
<b>Florida</b>	0	2	0
<b>Total</b>	0	2	0

Attached as Exhibit D to this disclosure document is a list of the names, addresses and telephone numbers of our current franchised businesses. Also attached as Exhibit D to this disclosure documents is a list of the names and city, state and last known business telephone number, of every franchisee who had an outlet terminated, canceled, not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the previous fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document.

Please note that Exhibit D is current as of the issuance date of this Disclosure Document, while the tables above reflect the status of our outlets at the end of our prior fiscal year. Any discrepancies

between Exhibit D and the Item 20 tables are due to events that have occurred in the intervening period.

If you buy a franchise from us, your contact information may be disclosed to other buyers when you leave the system.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses with us that would restrict them from speaking openly with you about their experience with us.

**There are no trademark-specific franchisee organizations associated with our franchise system.**

## **ITEM 21**

### **FINANCIAL STATEMENTS**

**We have not been in business for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission.** Exhibit C to this Franchise Disclosure Document includes our audited financial statements, dated June 3, 2021 and financials for fiscal year ending December 31, 2021.

## **ITEM 22**

### **CONTRACTS**

Copies of all proposed agreements regarding the petNmind franchise offering are included in Exhibit A. These include:

The Franchise Agreement and the following exhibits:

- Exhibit A – Franchise Data Sheet
- Exhibit B – Statement of Ownership
- Exhibit C – Principal Owner’s Guaranty
- Exhibit D – Sample Release Agreement,  
Waiver and Release of Claims
- Exhibit E – Nondisclosure, Nonsolicitation and  
Noncompetition Agreement
- Exhibit F – Sample Confidentiality Agreement
- Exhibit G – Sample Approval of Requested Assignment
- Exhibit H – Lease Addendum
- Exhibit I – ACH Payment Agreement
- Exhibit J – SBA Addendum

**ITEM 23**  
**RECEIPTS**

Exhibit I to this Franchise Disclosure Document includes detachable documents acknowledging your receipt of this disclosure document. Please sign one (1) copy of the receipt and return it to us at the following address:

PetNmind Franchising Group LLC  
6578 N. State Road 7  
Coconut Creek, Florida 33073  
[franchise@petnmind.com](mailto:franchise@petnmind.com)  
[www.petnmind.com](http://www.petnmind.com)

The duplicate receipt is for your records.



**EXHIBIT A TO PETNMIND FRANCHISING GROUP LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**



**PETNMIND FRANCHISE AGREEMENT**

Franchise Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Franchise Location: \_\_\_\_\_

## **PETNMIND FRANCHISE AGREEMENT**

### **1. PARTIES**

**THIS FRANCHISE AGREEMENT** (the “Agreement”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between petNmind Franchising Group LLC, a Florida limited liability company, with its principal place of business at 6578 N. State Road 7, Coconut Creek, Florida 33073 (“petNmind”, “Franchisor”, “we”, “us”, or “our”), and \_\_\_\_\_, located at \_\_\_\_\_ (collectively, “You” or “Franchisee”).

### **2. RECITALS**

#### **2.1 Ownership of the System**

PetNmind has the right to license You certain intellectual property rights, trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the petNmind trademarks, the words “petNmind” PetNmind has spent a considerable amount of time, effort, and money to construct, and continues to develop, use, and control business methods, technical knowledge, marketing concepts, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural designs and uniforms, and employee training techniques that, taken together, make up a proprietary system for the operation of Business, tavern and bakery (the “System”).

#### **2.2 Objectives of Parties**

You desire to enter into the business of operating a petNmind Business under the System using the Trade Name and Marks (as those are defined in Sections 3.15 and 3.9, below), and You wish to obtain from petNmind, and petNmind wishes to grant to You, a franchise for that purpose.

### **3. DEFINITIONS**

#### **3.1 Approved Territory**

“Approved Territory” or “Territory” means the area set forth in Exhibit A of this Agreement.

#### **3.2 Expiration**

“Expiration” means expiration of the Term of this Agreement, the non-renewal of this Agreement.

#### **3.3 Franchise Network**

“Franchise Network” means the interdependent network composed of Businesses, all petNmind franchisees, petNmind’s Related Parties, any other persons or business entities that petNmind has licensed to use the Trade Name, Marks, System, or any of them.

### **3.4 Good Standing**

“Good Standing” means timely compliance by You and Your Related Parties with all provisions of this Agreement and the Manual, specifically including provisions for timely payment of amounts You owe to petNmind and its Related Parties.

### **3.5 Gross Revenues**

“Gross Revenues” means the total selling price of all services and products sold at or from your Business (not adjusted for credit card fees), including the full value of any gift certificate redeemed at your Business or coupon sold for use at your Business (fees retained by or paid to third-party sellers of such gift certificates or coupons are not excluded from calculation), and all income and revenue of every other kind and nature related to the Business operation, whether for cash or credit, but excluding taxes collected from customers and paid to taxing authority, and reduced by the amount of any documented refunds, credits, allowances, and chargebacks the Business in good faith gives to customers.

### **3.6 Manual**

“Manual” means the confidential Operations Manual and all other manuals that petNmind will lend to You, or authorize You to use, during the term of this Agreement and that contains information, forms and requirements for the establishment and operation of the Business, and for use of petNmind’s Trade Name and Marks, along with communications from petNmind to You, including, but not limited to, bulletins, e-mails, and text messages.

### **3.7 Marks**

“Marks” means selected trademarks, service marks, trade dress, logotypes, slogans, and other commercial symbols licensed by petNmind to You under this Agreement.

### **3.8 Operating Principal**

“Operating Principal” means the managing shareholder, partner, or member that you must designate if you are a legal entity.

### **3.9 PetNmind**

“PetNmind” means petNmind Franchising Group LLC or any person or entity to which petNmind allocates all or part of its rights and obligations under this Agreement.

### **3.10 PetNmind Business**

“PetNmind Business” or the “Business” or the “Franchise Business” means the “petNmind” business that petNmind authorized You to conduct under the Trade Name, Marks, and System within the Approved Territory, at the Approved Location, under this Agreement.

### **3.11 Proprietary Service**

“Proprietary Service” means any product or service that is composed of or in accordance with petNmind’s specifications or that bears or has been labeled with any of the Marks.

### **3.12 Related Party**

“Related Party” or “Related Parties” means persons and companies affiliated with petNmind or You, as the context indicates, including, but not limited to, owners (as defined herein), general partners, limited partners, shareholders, or members, owning an interest in (i) petNmind or in You; (ii) corporations or limited liability companies in which petNmind or You have an interest; (iii) corporations or limited liability companies in which any person or entity owning an interest in You also has an interest; or (iv) officers, directors, members, or agents of petNmind or of You

### **3.13 Retail Products**

“Retail Products” means all natural, holistic products and a carefully chosen selection of other product lines offered by a PetNmind Business.

### **3.14 Termination**

“Termination” means the termination of this Agreement under the circumstances described in Section 10 of this Agreement before the expiration of the Term.

### **3.15 Transfer**

“Transfer” means any direct or indirect transfer, pledge, encumbrance, sale, gift, hypothecation, mortgage, sublicense, transfer through bequest or inheritance, transfer in trust, divorce or by operation of law or by any other means, or disposition of (i) any of the rights granted under this Agreement (ii) any part of this Agreement, (in) any rights or privileges incidental to this Agreement, (iv) the Business or any interest therein, or (v) any ownership interest in you, including, without limitation, any arrangement whereby you sell or pledge accounts receivable or any other assets of the Franchised Business (each a “Transfer”). Without limiting the foregoing the term, “Transfer” includes any sale, resale, pledge, encumbrance transfer or assignment of: (a) any fractional partnership ownership interest if You are a partnership (b) any membership interest in you if you are a limited liability company and (c) any beneficial or economic ownership interest in you, any transfer of any fractional portion of your voting stock, or any increase in the number of outstanding shares of your voting stock which results in a change of ownership, if you are a corporation.

### **3.16 Trade Name**

“Trade Name” means the commercial names petNmind, individually or collectively.

### **3.17 You**

“You” means the person or entity that is named as “You” in Section 1 of this Agreement. In addition, “You” means all persons or entities that succeed to Your interest by Transfer, other transfer, or operation of law.

**NOW, THEREFORE**, the parties agree as follows:

## **4. GRANT OF FRANCHISE**

### **4.1 Granting Clause**

PetNmind grants to You the right and You hereby undertake the obligation upon the terms and conditions set forth in this Agreement: (a) to establish the Business at the Approved Location that includes the provision of such products and services as designated by petNmind, and (b) to use solely in connection therewith the Trade Name, Marks, and System, as they may be changed, improved and further developed from time-to-time. You shall not engage in any other business at the Approved Location without the prior written consent of petNmind.

### **4.2 Approved Territory**

During the term of this Agreement, and except as otherwise provided in this Agreement, petNmind agrees that it shall not establish, nor license any other person to establish another Business at any location within Your Approved Territory. You have no exclusivity. You have no right to exclude development of concepts owned, franchised, or licensed by petNmind or its affiliates.

### **4.3 Rights Reserved**

PetNmind retains all rights that are not expressly granted to you under this Agreement. Without limiting this broad retention, and without granting You any rights therein, petNmind shall have the right to:

- (a) Operate a petNmind concept at a trade show booth, or similar temporary location, within Your Approved Territory for up to fifteen (15) consecutive days;
- (b) Offer petNmind franchises to others for any site outside Your Approved Territory regardless of how close the site is to Your Approved Territory;
- (c) Sell, rent and distribute any Proprietary Services directly or indirectly, and/or license others to sell and distribute, any Proprietary Services, directly or indirectly, from any location to any purchaser (including, but not limited to, sales made to purchasers in the Approved Territory through retail establishments, mail order, independent distributors, wholesale distribution, phone order, and on the Internet, and/or sales to delivery customers), except that petNmind shall not do so from a Business inside the Approved Territory;
- (d) Develop, operate, and franchise others to operate, any business concept except a Business at any place, including within the Approved Territory, and use the Marks

or any other trademarks owned, licensed, or developed by petNmind or its Affiliates in connection with those concepts, even if such concepts sell products and services similar to, the same as or competitive with, the Proprietary Services;

- (e) In its sole discretion, approve or disprove other franchisees' requests to purchase local advertising that penetrates Your Approved Territory; and
- (f) Merge with, acquire or be acquired by, any business of any kind under other systems and/or other marks, which business may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services through franchised or non-franchised businesses, at wholesale or retail, within and outside the Approved Territory.

#### **4.4 Relocation**

At petNmind's option, You may relocate the Business, with petNmind's prior written consent, if all of the following conditions are met:

- (a) You and Your Related Parties are in Good Standing under this Agreement and any other Agreement between petNmind and You, and You and Your Related Parties are in compliance with all provisions of the Manual;
- (b) You and any of Your Related Parties that have signed this Agreement have agreed to cancel this Agreement and execute a new Franchise Agreement in the form that is currently effective at the time of relocation (with a term equal to the then-remaining term of this Agreement);
- (c) You have secured a site that is not located in another petNmind franchisee's approved Territory, and which meets our then-current size and demographic requirements and, if you are leasing the space, you have submitted the proposed lease agreement for our review;
- (d) You agree to equip and furnish Your new Business so that the Business meets the standards of appearance and function applicable to new Businesses at the time of relocation;
- (e) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to petNmind, of any and all claims against petNmind and its Related Parties, affiliates, successors and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants and employees in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any other agreement between You and petNmind or its affiliates, and federal, state, and local laws and rules; and
- (f) You may cease to operate the Business for no more than one (1) day only for the purposes of moving all equipment from the old Approved Location to the new approved location for the Business.

## **4.5 Term and Renewal**

### **4.5.1 Initial Term**

Except as otherwise provided herein the initial term of this Agreement shall commence on the Effective Date and shall expire on the date that is ten (10) years from the Effective Date (the “Term Expiration Date”).

### **4.5.2 Renewal**

You shall have the option to renew this Agreement for one (1) renewal term (the “Renewal Term”), with such Renewal Term being for a period of ten (10) years subject to your satisfaction of the following conditions, all of which shall be met before each renewal:

- (a) You and Your Related Parties are in Good Standing under this Agreement, and any other Agreement between petNmind and You, and You and Your Related Parties are in compliance with the Manual;
- (b) You shall give petNmind written notice of Your election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the then-current term;
- (c) You and any Related Parties that have signed this Agreement shall have signed a copy of the then-current Franchise Agreement (except with respect to the renewal provisions thereof, which shall not supersede this Section 4.5.2) not less than thirty (30) days before the expiration of the then-current term, or thirty (30) days after You receive a signature-ready copy of the then-current Franchise Agreement from petNmind, whichever is later;
- (d) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to petNmind, of any and all claims against petNmind and its Related Parties affiliates successors and assigns and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any other agreement between You and petNmind or its affiliates, and federal, state, and local laws and rules; ands
- (e) You shall have paid a Renewal Fee of 20% of the then-current franchise fee at the time of renewal.

The provisions of the standard franchise agreement in use by petNmind at the time of renewal may be materially different than those contained in this Agreement, including, but not limited to, provisions for increased royalties, advertising, and other fees. You hereby acknowledge and agree that Your right to renew this Agreement shall be contingent upon Your execution of the then-current form of franchise agreement and acceptance of the new provisions.

## **5. SERVICES TO FRANCHISEE**

PetNmind agrees to perform the following services for You provided that You are, at the time when service is to be rendered, in Good Standing under this Agreement, any other agreement with petNmind, and You are in compliance with the Manual.

### **5.1 Training**

#### **5.1.1 Initial Training**

Before the opening of Your Business, petNmind will conduct an initial training program concerning the operation of the Business under the petNmind System for Your Operating Principal and manager, if any, if you are a legal entity, or You and your manager, if any, if you are an individual. You or Your Operating Principal (if you are a corporate entity) and/or manager, if any, shall attend and successfully complete the initial training program to the satisfaction of petNmind before You may open the Business.

#### **5.1.2 Continuing Training**

In an effort to maintain brand standards and to protect and enhance the goodwill associated with the System and the Marks, petNmind may offer ongoing training or education programs on matters related to the operation or promotion of the Business on an optional or mandatory basis, as it deems appropriate, in its sole discretion. You shall attend and complete all such continuing education programs petNmind requires. You shall be responsible for Your own expenses and those of Your employees who attend any such training or education programs. PetNmind may also require you to pay a fee for continuing training and education programs of its costs, plus an administrative fee. You must complete all education and training programs petNmind designates to petNmind's satisfaction.

#### **5.1.3 Annual Conference**

PetNmind may, in its sole and absolute discretion, require you to attend a mandatory conference once per calendar year during the Term. You shall attend all such conferences. You are responsible for your own expenses and those of your employees who attend any such conferences. PetNmind may require you to pay a reasonable fee to attend each conference.

### **5.2 Periodic Advisory Assistance**

PetNmind will, as it deems advisable, provide periodic advisory assistance to You concerning the operation and promotion of the Business.

### **5.3 Manual**

PetNmind will lend You a Manual containing explicit instructions for use of the Marks, specifications for goods that will be used in or sold by the Business, sample business forms, information on marketing, management, and administration methods developed by petNmind for use in the Business, names of approved suppliers, and other information that petNmind believes may be necessary or helpful to You in Your operation of the Business. PetNmind will revise the



Manual periodically, at its discretion to conform to the changing needs of the Franchise Network and will distribute updated pages containing these revisions to You from time-to-time. Alternatively, and in lieu of a hard copy of the Manual, petNmind may make available to You a Manual in electronic form that is accessible to you. PetNmind will notify You of any updates to the Manual. You shall be responsible for immediately downloading and complying with the revised Manual.

#### **5.4 Advertising**

PetNmind may, but is not required to, provide you with electronic access to certain advertising materials, including in PDF format. These materials may include video and audiotapes, copy-ready print advertising materials, posters, banners and miscellaneous point-of-sale Items, and may be regional or national at petNmind's sole discretion. Printing of any and all such materials shall be at your sole cost and expense. PetNmind reserves the right to change the format in which it provides these materials to you in the future.

#### **5.5 Approved Suppliers**

PetNmind has the absolute right to limit the suppliers with whom you may deal. PetNmind will provide to You a list of the names and addresses of the approved suppliers who then-currently meet petNmind's standards and specifications in the Manual. PetNmind reserves the right to act as the only approved supplier for some or all of the Approved Products and Services and products You will purchase for Your Business. PetNmind reserves the right to charge a mark-up on any product or service sold to You. In advising You of suppliers who meet its standards and specifications, petNmind expressly disclaims any warranties or representations as to the condition of the goods or services sold by the suppliers, including, without limitation, expressed or implied warranties as to merchantability or fitness for any intended purpose. You agree to look solely to the manufacturer or the supplier of equipment or services for the remedy for any defect in the goods or services. PetNmind reserves the right to change the list of approved suppliers from time-to-time, in its sole and absolute discretion.

PetNmind may receive payments and/or other compensation from approved suppliers in any form on account of such suppliers dealing with You and/or other franchisees, and petNmind may use all amounts so received for any purpose petNmind deems appropriate. You acknowledge and agree that petNmind shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments, or benefits (collectively, "Allowances") offered by suppliers to You or to petNmind or its affiliates based upon Your purchases of Proprietary Services, products and other goods and services. You assign to petNmind or its designee all of Your right, title and interest in, and to any and all such Allowances and authorize petNmind or its designee to collect and retain any or all such Allowances without restriction.

PetNmind may, from time-to-time, revoke its approval of particular items, services, products or suppliers if petNmind determines, in its sole and absolute discretion. Upon receipt of notice of such revocation, You shall cease to offer, sell or use any disapproved item, products or services and You shall immediately cease to purchase from any disapproved supplier.

## **6. PAYMENTS BY FRANCHISEE**

### **6.1 Initial Franchise Fee**

When You sign this Agreement, You shall pay petNmind in cash or another form of payment that will make the funds immediately accessible to petNmind, such as cashier's check or wire transfer, an initial franchise fee of \$40,000 (the "Initial Franchise Fee"). The Initial Franchise Fee is not refundable.

### **6.2 Royalties**

On the 10<sup>th</sup> day of each month during the term of this Agreement, You shall pay petNmind a continuing royalty fee in the amount of three and one-half percent (3.5%) of Gross Revenues for the immediately preceding month for the first three months from the Effective Date and five and one-half percent (5.5%) of Gross Revenues for the immediately preceding month, thereafter.

### **6.3 Method and Application of Payments**

You shall pay your continuing monthly royalties, advertising fees, and all other fees you are required to pay to petNmind, in accordance with the procedures designated by petNmind, which procedures petNmind has the discretion to change at any time upon written notice to you. Payment of royalties and fees shall be made by electronic funds transfer or direct deposit.

At no time will You sell, encumber or assign any of Your revenue stream, which includes, but is not limited to, current or future customer charges, to any other party without the prior written consent of petNmind.

PetNmind has the right to apply any payment it receives from You to any past due amount You owe to petNmind regardless of how You indicate the payment is to be applied. PetNmind reserves the right to change the manner in which you pay any and all fees you are required to pay to petNmind at any time upon written notice to you.

### **6.4 When Payments Begin**

Your obligation to pay continuing monthly royalties (or minimum royalties) and other fees begins on the date Your Business opens for business, or six (6) months from the Effective Date of this Agreement, whichever is sooner.

### **6.5 Audit**

PetNmind has the right during normal working hours to audit Your books and records, including Your tax returns with respect to the Business. If an audit discloses an underpayment of royalties, advertising, or other fees payable under this Agreement, You shall immediately pay these amounts to petNmind, together with accrued interest on the amount underpaid in accordance with Section 6.9 of this Agreement. In addition, if the underpayment exceeds two percent (2%) of the total royalty, advertising, or other fee payable for any period covered under the audit, You shall reimburse petNmind for all expenses actually incurred by petNmind in connection with the audit, including reasonable attorneys' fees.

## **6.6     Training Fees and Costs**

PetNmind will not charge a fee for the initial training program for Your Operating Principal and manager, if any, if you are a legal entity, or You and your manager, if any, if you are an individual. PetNmind may also charge a training fee for continuing education programs at cost plus an administrative fee determined by petNmind for all training offered by petNmind, You shall pay any costs of travel, lodging, meals and other incidental expenses that You and Your employees incur. You shall also pay for the cost of business class transportation, lodging, meals, and other incidental expenses incurred by petNmind in connection with any training conducted at Your site.

## **6.7     Consulting Fees and Costs**

In addition to the periodic advisory assistance described in Section 5.3, optional consulting services may be made available to You by petNmind on a per hour fee basis, at a rate determined by petNmind, plus reimbursement of direct costs. You shall promptly pay such consulting fees and reimburse petNmind for all incidental expenses incurred by petNmind in rendering such consulting services, including, but not limited to, the cost of business class transportation, lodging, meals, and telephone, fax, and courier charges.

## **6.8     Transfer Fee**

You shall pay to petNmind a transfer fee of thirty-five percent (35%) of the then-current franchise fee at the time of transfer or five percent (5%) of the sales price, as a condition of, and prior to, any Transfer.

## **6.9     Interest on Late Payments**

Any payment not received by petNmind when due will bear interest at the lesser of 1.5% per month or highest commercial contract interest rate late law allows per year or at the highest rate allowed by applicable law on the date when payment is due, whichever is less. Interest charges on late payments are intended to partially compensate petNmind for loss of use of the funds and for internal administrative costs resulting from late payment which would otherwise be difficult to measure precisely. The fact that such charges are imposed shall not be construed as a waiver of petNmind right to timely payment.

## **6.10    Supplier and Product Evaluation Fee**

If You would like to use alternative supplier for a product or service to be used in or sold at Your Business (except in instances where we have designated a sole supplier of any product, item, good, equipment service or supplies), You must submit a Supplier and Product Evaluation Form (as set forth in Section 7.3.3) and may be required to pay a Supplier and Product Evaluation Fee. The current Supplier and Product Evaluation Fee is one thousand dollars (\$1,000) for each alternative supplier request You submit to Us. If a fee is required, it is due and payable upon submission of an alternative supplier request. It is not refundable under any circumstances. We may grant or deny any such request in our sole and absolute discretion.

### **6.11 Insufficient Funds Fee**

If any payment is returned for insufficient funds, each time, You shall pay to us an Insufficient Funds Fee of \$75.

### **6.12 Priority of Payments**

All fees paid in accordance with this Section 6, inclusive, shall be paid on a preferred priority basis, before the payment of operating and capital expenditures, including, but not limited to, rent, vendors, suppliers, distributors, advertisers, salaries, commissions, and in advance of all distributions and remunerations by You to Your Operating Principal and/or Related Parties.

## **7. OBLIGATIONS OF FRANCHISEE**

### **7.1 Use of Trade Name and Marks**

#### **7.1.1 Permitted Use**

You may use the Trade Name and Marks only in the operation of the Business within the Approved Territory in accordance with the terms and conditions of this Agreement and subject to the limitations specified by petNmind in the Manual or otherwise in writing. You shall not, under any circumstances, use the Trade Name or any of the Marks, including “petNmind” in any manner, in the name of your corporation, limited liability company, partnership or other legal entity. You may not license any third party to use petNmind’s Trade Name and Marks. You may not use the Trade Name or Marks on the internet, in any electronic advertising or social media, including but not limited to on Facebook®, Twitter®, Instagram®, YouTube® or other similar electronic advertising or social media without our prior written consent. You may not use any other trade name or marks at the Approved Location, or in connection with the Business, without the express written consent and direction of petNmind. You shall refrain from engaging in any action (or failing to take any action) that causes or could cause damage to the Marks, the System, or the goodwill associated with the Marks.

#### **7.1.2 Changes in Trade Names and Marks**

petNmind has invested substantial time, energy, and money in the promotion and protection of its Trade Name and Marks as they exist on the Effective Date. However, You and petNmind recognize that rights in intangible property such as the Trade Name and Marks are often difficult to establish and defend, and that changes in the cultural and economic environment within which the System operates or third-party challenges to petNmind rights in the Marks may make changes in the Trade Name and Marks desirable or necessary. PetNmind therefore reserves the right to change its Trade Name and Marks (although it has no present intention to do so) and the specifications for each when petNmind believes that such changes will benefit the Franchise Network. PetNmind will do this in a manner that minimizes cost to You. You agree that You shall promptly conform, at Your own expense, to any such changes.

### **7.1.3 Advertising Materials**

You agree to submit to petNmind copies of all advertising materials that You propose to use at least two weeks before the first time they are broadcast or published. PetNmind will review the materials within a reasonable time and will promptly notify You in writing as to whether it approves or rejects them. PetNmind may not withhold its approval unreasonably. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if petNmind approves specified materials, it may later withdraw its approval in its sole and absolute discretion, including, without limitation, if it reasonably believes this is necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including any misrepresentation in the advertising material.

### **7.1.4 Legal Protection**

You agree to notify petNmind immediately in writing if You become aware of any unauthorized use of petNmind's Trade Name, Marks, or System. You shall promptly notify petNmind in writing of any claim, demand or suit against You or against Your principals. You shall promptly notify petNmind in writing of any claim, demand or suit against You or against Your principals in connection with Your use of the Trade Name, Marks, or System. In any action or proceeding arising from or in connection with any such claim, demand, or suit, You agree that petNmind may select legal counsel and has the right to control the proceedings. In certain cases, as described in Section 8.5 of this agreement, petNmind will indemnify and hold You harmless.

## **7.2 Site Selection and Approval, Lease or Purchase of Location**

### **7.2.1 Site Selection**

You shall, on Your own initiative and at Your own expense, locate, obtain and occupy the site for the Business. The site shall be a minimum of 500 to 2,000 square feet, and shall meet minimum demographic/geographic requirements, as described in the Manual, which vary by region. You are responsible for completing and submitting to petNmind for review and approval the information and materials regarding your proposed site. PetNmind will issue its preliminary approval or disapproval of your proposed site within 30 days after petNmind has received all of the information and materials. PetNmind may not withhold its approval unreasonably. PetNmind will not be deemed to have withheld its approval unreasonably if the proposed site fails to meet petNmind's then-current standards and specifications, as petNmind determines in its sole and absolute discretion. If, after your submission to petNmind of the necessary documents, petNmind issues an approval of your proposed site (the "Approved Location") you shall submit a copy of the proposed lease for the Approved Location before you sign the lease.

**You acknowledge and agree that our recommendation or approval of a particular site for the Business, and any information communicated to you regarding our site-selection requirements or criteria, do not constitute a representation or warranty of any kind, express or implied, as to the suitability of the location or for any other purpose. By approving a particular site for the Business, petNmind does not guarantee that the Business will be**

**successful. You acknowledge that your selection of the site for the Business is based on Your own independent investigation of the suitability of the site.**

If you do not locate an Approved Location and enter into a lease or purchase agreement for the Approved Location in accordance with paragraph 7.2.2 below within ninety (90) days of the Effective Date, petNmind may terminate this Agreement. You hereby acknowledge that petNmind will not refund the Initial Franchise Fee to You if You are unable to secure a satisfactory site.

### **7.2.2 Purchase or Lease of the Location**

As stated above, You must lease, sublease or purchase the Approved Location within ninety (90) days of the Effective Date. If you fail to do so, we have the right to immediately terminate this Agreement. You shall provide us with a copy of the proposed lease agreement for the Approved Location before You sign the lease. You agree that we do not guarantee that the terms, including rent, will represent the most favorable terms available in the market. We have the right, but not the obligation, to review the business terms of any lease, sublease, lease renewal or purchase contract for the Approved Location before You sign it. You must include all of the provisions set forth in the Lease Rider attached to this Agreement as Exhibit H, along with any other provision we designate, in the lease agreement for the Approved Location. You shall not execute a lease, sublease, lease renewal or purchase agreement, or any modification to any lease, sublease or lease renewal, without first obtaining our written approval. If we disapprove of Your lease, sublease, lease renewal or purchase agreement, the Approved Location shall be deemed disapproved and you shall have no right to open or operate the Business at such location. **You acknowledge that our approval of the lease, sublease, lease renewal or purchase contract, as applicable, does not constitute a warranty or representation of any kind, express or implied, as to its fairness, suitability, or for any other purpose.** You are strongly advised to seek legal counsel to review, negotiate and evaluate the proposed lease for the Approved Location on Your behalf. You shall provide us with a fully-executed copy of the lease, sublease, lease renewal or purchase contract within five (5) business days following the date such agreement is fully executed.

## **7.3 Quality Control**

### **7.3.1 Business Opening**

- (a) Permits. You shall be responsible, at your expense, for obtaining all permits and clearances that may be required by governmental authorities for the Business.
- (b) Insurance Coverage. You shall obtain and maintain in force during the entire period of such construction, such insurance policies required under Your lease agreement, in addition to such policies and coverage amounts as petNmind may designate in its sole discretion. Currently, you must have the following insurance at a minimum:
  - Comprehensive general liability insurance with limits of at least \$1,000,000 per person per occurrence (and \$2,000,000 aggregate) and at least \$100,000 for property damage per occurrence; and
  - Employer Practices Liability insurance with limits of at least \$1,000,000.



### **7.3.2 Compliance with Manual**

You shall operate Your Business in complete compliance with the standards and specifications, as set forth in the Manual, or otherwise in writing. PetNmind may make changes to any of these standards and specifications, at any time, in petNmind's sole and absolute discretion. Such changes may necessitate the purchase of equipment, supplies furnishings or other goods, completion of additional training by Your employees, remodeling of the Business, or other cost to You. You shall promptly conform to the modified standards and specifications at Your own expense. You shall, at all times, keep Your copy of the Manual current (by, for example, inserting in it revised pages given to You by petNmind and deleting superseded pages, or downloading from petNmind's website, the current version of the Manual upon notification of any revision to the Manual). If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual maintained by petNmind will control.

You shall at all times treat the Manual, any other manuals created for or approved for use in the operation of the Business, and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Except for those portions of the Manual that petNmind designates, in writing, as appropriate for copying and use at the Business, You shall not, at any time, copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any third party without our prior written consent.

### **7.3.3 Required Products and Services**

You must offer all of the products and services we designate. We have the right to modify these items from time-to-time, at our sole discretion. You may not offer or sell any other product or service without our prior written consent. You must use the proprietary and nonproprietary techniques, materials and supplies we designate in the Manual. You must provide all services (including Proprietary Services) in accordance with the standards and specifications set forth in the Manual. You must, at all times, maintain sufficient staff, materials and supplies to meet reasonably anticipated customer demand.

- (a) Approved Suppliers. We have the absolute right to limit the suppliers with whom you may deal. We may require you to purchase certain items, products, services, signs, furnishings, supplies, fixtures and equipment from us or distributors we have approved. Unless we specify otherwise in writing, you may be required to purchase all goods, items, products, equipment and services required for the development and operation of the Business from our approved or designated suppliers. We have the right to designate one supplier for any given item or service. We may provide you with a list of suppliers, which list may change over time. While the suppliers included on this list may be mandated, approved and/or recommended, we reserve the right to change this list, from time-to-time, in our sole discretion. Notifications of changes to the approved suppliers list will be communicated to you through changes to the Manual or other written communications, including via electronic mail. We may revoke approval of suppliers in our sole and absolute discretion, at any time, upon written notice. We may become an approved supplier, and/or the only supplier, for any item, product, good and/or service at any time. We reserve

the right to own an interest in any entity that will act as an approved supplier for any or all products and services You will use, offer and/or sell in the Business.

- (b) Right to Derive Income. We may derive income, consideration payments and other benefits on account of your purchase or lease of any products, services, supplies, equipment and/or other items from us or any supplier, including approved suppliers and/or designated suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System franchisee purchases. We may use these benefits for any purpose we deem appropriate. We are not obligated to remit any benefits to you and reserve the right to retain all such benefits.
- (c) Alternative Suppliers. If you want to purchase any item, product service, goods, equipment or supplies from a supplier or distributor who is not on our approved list, you may request our approval of the supplier or distributor (except in instances where we have designated a sole supplier of any product, item good, equipment, service or supplies), which we may grant or deny in our sole and absolute discretion. The proposed supplier's or distributor's product or service, as applicable, must conform in every respect to our standards and specifications, and the supplier or distributor must have a good business reputation and be able and willing to provide sufficient quantities of the product and adequate service to you. The supplier or distributor must also provide us with any information we request in order to analyze the supplier's or distributor's suitability, and the composition and conformity of the product to our standards. This evaluation may include a sampling of the product at either the supplier's/distributor's or our place of business as we may designate. Where appropriate, we may require the supplier or distributor to provide us with product liability insurance. All suppliers and distributors must agree to provide us with reports concerning all purchases by you or other franchisees. You may be required to pay us a Supplier and Product Evaluation Fee of not more than one thousand dollars (\$1,000) for each alternative supplier request You submit to Us. We cannot predict with any certainty how long any evaluation will take, however, we will attempt to complete our evaluation within thirty (30) days. Upon the completion of our evaluation, we will inform you of our approval or disapproval of your request. If we approve the supplier or distributor, the supplier or distributor is added to our approved list, however, our approval of a supplier or distributor relates only to the item or product line evaluated and specifically approved by us.

Our standards, specifications and other criteria, for supplier or distributor approval have been developed by us, our affiliates, and/or or principals through the expenditure of extensive work and time, and are considered confidential information. Therefore, we do not make our standards and specifications or our other criteria for supplier or distributor approval available to you or suppliers.

- (d) Modifications. We may modify our specifications and standards for any item or revoke our approval of any supplier or distributor who fails to adhere to our quality standards or other requirements. We may limit the number of potential suppliers



that we consider for approval and, for some categories of products, we may designate a third-party or ourselves as an exclusive supplier.

**NEITHER PETNMIND, ITS PARENTS OR AFFILIATES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING ANY ITEM OR SERVICE, AND PETNMIND AND ITS AFFILIATES EXCLUDE (AND EXPRESSLY DISCLAIM) ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,** except as set forth in a particular written warranty, if any, provided in connection with a particular item or service.

- (e) Further Restrictions. You shall not offer or sell any product, item or service we have not designated or expressly approved in writing without our prior written consent, which may be granted or withheld in our sole and absolute discretion. We reserve the right to sell products and services to you for a profit.
- (f) Purchasing Programs, Promotional Programs. We may establish national or regional purchasing programs for the purpose of negotiating purchases of certain products and/or services from approved or designated suppliers. The purchasing programs may (but are not required to) benefit you by reducing prices, increasing reliability in supply, improving distribution, and establishing consistent pricing for reasonable periods to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where your Franchised Business is located, you must participate in the program.
- (g) Pricing. You must offer all Proprietary Services, products and services that we designate. We reserve the right to prohibit you from charging prices lower than our published prices for any service or item, to the maximum extent allowed by applicable law. We may also suggest pricing to you from time-to-time. We may change the types of authorized goods and services, and the prices for authorized goods and services sold by You in our sole discretion. There are no limitations on our right to make changes.

#### **7.3.4 Inspections**

In an effort to advance the protection and enhancement of the petNmind brand and the Marks, petNmind and/or its designated agents or representatives may conduct periodic quality control and records inspections of the Business at any time during the Term. Inspections may be made with or without prior notice. Without limiting the foregoing, you grant petNmind and its agents the right to: (a) enter upon the Business premises for the purpose of conducting inspections, and you shall cooperate with petNmind representatives in such inspections by rendering such assistance as they may reasonably request; (b) photograph your Business and observe and record video of your Business's operation for consecutive or intermittent periods as petNmind deems necessary; (c) interview your personnel and customers; and (d) inspect and copy any books records and documents related to your Business's operation. You shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. If any inspection reveals that you are not in compliance with any provision of this Agreement, the Manual, or any of

petNmind's standards and/or specifications, you shall be deemed in breach of your obligations under this Agreement and petNmind shall have the right to terminate this Agreement as provided under Section 10.2 of this Agreement, if you fail to cure the breach before the expiration of all applicable notice and cure periods. You further agree that You will reimburse petNmind for its representative's time and travel expenses if an additional inspection at the Business is required when a violation has occurred, and You have not corrected the violation.

### **7.3.5 Customer Satisfaction**

You must present customers with such evaluation cards or forms as the Franchisor may periodically prescribe, for return by the customers to petNmind. If Your scores from the customer response forms do not meet petNmind's then-current standards, as may be described in the Manual, petNmind may suggest ways in which You can improve Your scores. If You do not take immediate, effective steps to bring Your operation into conformity with petNmind's standards, Your failure to do so will constitute a material breach of this Agreement, and You shall be subject to termination pursuant to Section 10.2.

You shall respond to all customer complaints suggestions and the like via e-mail, telephone, or regular mail within 48 hours of submission by the customer or prospective customer.

You shall install a video and/or security system, in a manner we deem acceptable, in our sole discretion, and shall provide petNmind with access to view the video at any time.

### **7.3.6 Maintenance Requirements**

All equipment repairs shall be completed within seventy-two (72) hours. Any damaged or "worn" equipment shall be repaired (reupholstered, etc.) every six months, or as needed. Interior walls of common areas shall be painted or "touched up" every six months, or as needed. You shall maintain the Business in accordance with the requirements set forth in the Manual. From time-to-time, petNmind may require You to remodel all or part of the Business and purchase new equipment furniture, fixtures, signs and other such items as petNmind designates in its sole discretion. You must promptly, at Your own cost and expense, remodel refurbish, and improve the Business as instructed by petNmind.

### **7.3.7 Notification of Complaints**

You shall notify petNmind promptly if You are served with a complaint or demand in any legal proceeding that is in any way related to the Business or if You become aware that You are the subject of any complaint to or investigation by a governmental agency, governmental licensing authority, or consumer protection agency. You shall notify petNmind immediately upon receipt of any notice of a breach of the lease agreement for the premises of the Business. You must notify petNmind of any claim arising from or affecting the financial condition of your Business.

### **7.3.8 Computer System Requirements**

You shall purchase and maintain a computer and point-of-sale system, as designated by petNmind (the "POS System"), to be used in the operation of the Business and for reporting purposes. You shall comply with the following provisions relating to the POS System:

- (a) You shall update and upgrade the POS System as designed by petNmind. PetNmind may require you to enter into a separate maintenance and/or support agreement for your POS System, at any time, at your sole cost and expense;
- (b) You shall record all sales at or from the Business at the time of sale, in accordance with petNmind's procedures, on the POS System;
- (c) You shall comply with such requirements determined by petNmind, from time-to-time, regarding maintenance, training, storage and safeguarding of data, records, reports, and other matters relative to the POS System; and
- (d) PetNmind has the right to independently access any and all information on your POS System, at any time, without first notifying you. Without limiting the generality of the foregoing, you shall, at your sole cost and expense, permit petNmind immediate access to your POS System, electronically or otherwise, at all times, without prior notice to you. PetNmind shall have the right to use the information accessed on the POS System in any manner petNmind determines, including the right to use any and all such information in petNmind's Franchise Disclosure Document, and to share financial statements, including profit and loss statements, with other System franchisees.

**PETNMIND MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE ANY THIRD-PARTY MATERIALS. PETNMIND DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE COMPUTER SYSTEM, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. PETNMIND DOES NOT WARRANT THAT THE COMPUTER SYSTEM WILL BE FREE FROM DEFECTS OR THAT USE OF THE COMPUTER SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.**

**IN NO EVENT WILL PETNMIND BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, ANY DAMAGES ASSOCIATED WITH LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPUTER SYSTEM OR ITS USE.**

### **7.3.9 Data Security**

You shall use your best efforts to protect your customers against any and all data breaches and cyber-events, including, without limitation, identity theft or theft of personal information (a "Data Security Breach"). If a Data Security Breach occurs, in the interest of protecting the goodwill associated with the petNmind brand and franchise system, petNmind hereby reserves the right to (but does not undertake the obligation to) directly or through its designee, perform or control any and all aspects of the response to such Data Security Breach, including, without limitation, the investigation, containment and resolution of the event and all communications with the franchise

system, vendors and suppliers, customers, law enforcement agencies, regulatory authorities and the general public. You hereby acknowledge and agree that a Data Security Breach and/or any response to a Data Security Breach may impact operations of the Business, including, without limitation, interruption in operations. You hereby acknowledge and agree that neither petNmind nor any of its parents, affiliates, subsidiaries, owners, officers, directors, or employees shall be liable to You for any damages arising out of or resulting from any Data Security Breach or any action or inaction in response to a Data Security Breach. You shall at all times be compliant with all Payment Card Industry Data Security Standards, any and all requirements imposed by all applicable payment processors and payment networks, including credit card and debit card processors, and any and all state and federal laws, rules and regulations relating to data privacy, data security and security breaches. You hereby acknowledge and agree that if petNmind engages or designates a third-party service provider to administer a data security program, you will be required to comply with the requirements of such service provider. It is your responsibility to ensure that you operate the Business at all times in compliance with all aforementioned laws, rules, regulations and requirements and you are strongly encouraged to engage legal, and data security professionals, including insurance providers to ensure your full compliance and adequate protection.

#### **7.4     Management and Personnel**

You are not required to devote a minimum number of hours to the management and operation of Your Business. However, another employee who has successfully completed petNmind initial training program shall be present at the Business whenever the Business is open for business. You shall maintain, at all times, a staff of competent conscientious and trained employees sufficient to operate the Business in compliance with petNmind's standards. PetNmind does not direct or control labor or employment matters for You or Your employees, or for any of petNmind's franchisees and/or their employees. PetNmind may make suggestions and may provide guidance relating to such matters; however, it is entirely Your responsibility to determine whether to adopt, follow and/or implement any of our suggestions or guidance. Notwithstanding anything contained in this Agreement to the contrary, mandatory specifications, standards and operating procedures including as set forth in any manual, do not include the terms or conditions of employment for any of your employees, nor do they include mandated or required personnel policies or procedures.

#### **7.5     Advertising**

Recognizing the value of advertising, marketing, and promotion, and the importance of the standardization of advertising, marketing, and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

##### **7.5.1   Local Advertising**

You shall spend at least 1.0% of Gross Revenues on local advertising each month on local marketing advertising and promotion in such manner as petNmind may, in its sole discretion, direct in the Manual or otherwise in writing from time-to-time. Upon petNmind's request, You shall provide satisfactory evidence of its local advertising and promotion expenditures in such manner as petNmind shall direct in the manual or otherwise in writing from time-to-time.

## **7.5.2 Brand Fund Contribution**

You shall pay to petNmind a fee to contribute to the expense of regional advertising, marketing and promotion undertaken by petNmind for the benefit of the System in accordance with the manual or as otherwise stated in writing from time-to-time.

## **7.5.3 Websites**

Unless otherwise approved in writing by petNmind, You shall not establish a separate Website. However, petNmind shall have the right to require that You have one or more references or webpage(s), as designated and approved in advance by petNmind, within petNmind's principal Website, which is currently [www.petnmind.com](http://www.petnmind.com) ("Our Website"). The term "Website" means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web, including, but not limited to, any account, page, or other presence on a social or business networking media site, such as Facebook, Twitter, Linked In, and on-line blogs and forums ("Networking Media Sites"). petNmind shall have the right to require that You not have any Website other than the webpage(s), if any, made available on Our Website.

### **7.5.3.1. petNmind Website**

petNmind may approve a separate Website for You (which petNmind is not obligated to approve; and which approval, if granted, may later be revoked by petNmind) subject to the conditions set forth in this Section 7.5.2.1:

- (a) You specifically acknowledge and agree that any Website owned or maintained by or for the benefit of You shall be subject to petNmind's prior review and approval;
- (b) Any expenditures by You in connection with any Website shall not count towards fulfilling Your advertising obligations under this Section 7 of the Agreement;
- (c) Before establishing any Website, You shall submit to petNmind, for petNmind's prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta tags) in the form and manner petNmind may reasonably require;
- (d) petNmind may designate a single vendor or supplier for the purposes of assisting You in creating Your Website;
- (e) If approved, You shall not subsequently modify such Website without petNmind's prior written approval as to such proposed modification;
- (f) You shall comply with the standards and specifications for Websites that petNmind may periodically prescribe in the Manual or otherwise in writing;
- (g) If required by petNmind, You shall establish such hyperlinks to petNmind's Website and other Websites as petNmind may request in writing; and

- (h) You shall not make any posting or other contribution to a Networking Media Site relating to petNmind, the System, the Proprietary Marks, or the Franchised Business that: (i) is derogatory, disparaging, or critical of petNmind; (ii) is offensive, inflammatory, or indecent; (iii) harms the goodwill and public image of the System and/or the Proprietary Marks; or (iv) violates petNmind's policies relating to the use of Networking Media Sites.

#### **7.5.3.2. Changes to Technology**

You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, You agree that petNmind shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and You agree that You shall abide by those reasonable new standards established by petNmind as if this Agreement were periodically revised by petNmind for that purpose.

#### **7.5.4 Advertising Cooperative**

petNmind shall have the right, in its sole discretion, to designate any geographic area for purposes of establishing a regional advertising and promotional cooperative (the "Cooperative"), and to determine whether a Cooperative is applicable to Your Approved Territory. If a Cooperative has been established in Your area prior to opening the Business, You shall become a member of the Cooperative no later than thirty (30) days after opening the Business. If a Cooperative is established subsequent to Your opening of the Business, You shall become a member of the Cooperative no later than thirty (30) days after the date on which the cooperative commences operation. If the Business is within the Territory of more than one Cooperative, You shall not be required to be a member of more than one Cooperative within that Territory.

#### **7.5.5 Marketing Materials**

All marketing and promotion by You shall be in such media and of such type and format as petNmind may approve, shall be conducted in a dignified manner and shall conform to such standards and requirements as petNmind may specify. You shall not use any advertising or promotional plans or materials unless and until You have received written approval from petNmind. You shall provide satisfactory evidence of Your local advertising and promotion expenditures in such a manner as petNmind shall direct in the Manual or otherwise in writing from time-to-time. petNmind may make available to You, from time-to-time, at Your expense, such promotional materials, including newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials.

#### **7.5.6 Promotions**

You acknowledge that periodic rebates, give-a-ways, and other promotions and programs are an integral part of the System. Accordingly, You, at your sole cost and expense, shall, from time-to-time, issue and offer such rebates, give-a-ways, and promotions, in accordance with any reasonable advertising programs established by petNmind, and shall further honor such rebates, give-a-ways, and promotions, issued by petNmind, as long as all of the above does not contravene regulations and laws of appropriate government agencies.



### **7.5.7 Telephone Directories**

You shall, at your sole expense, obtain listings in the white and yellow pages of local telephone directories. You shall comply with petNmind's specifications concerning the form and size of such listings, and the number of directories in which such listings will be placed. Additionally, You are required to obtain listings and/or advertise with petNmind and other franchisees of the System on electronic yellow pages directories and other online directories as petNmind may designate in the Manual or otherwise in writing. petNmind reserves the right to place, and subsequently remove or modify, such online listings and advertisements on Your behalf, For any listings or advertisement posted or on behalf of You, You shall promptly pay, upon demand by petNmind, Your *pro rata* share of the costs of such listings or advertisements.

### **7.5.8 Franchise Advisory Council**

PetNmind shall have the right, in its discretion, to require the establishment of a franchise advisory council (the "Advisory Council") in Your Approved Territory. In the event such Advisory Council is established, You shall participate actively in the Advisory Council as petNmind designates and participate in all Advisory Council meetings approved by petNmind. PetNmind reserves the right to prepare and amend the governing documents for the Advisory Council from time-to-time, in its sole discretion, at any time. PetNmind, in its sole discretion, will determine the topic areas to be considered by the Advisory Council. The purpose of the Advisory Council shall include, but is not limited to, exchanging ideas and problem-solving methods, advising petNmind on expenditures for system-wide advertising, and coordinating franchisee efforts. Amounts and expenditures may vary from time-to-time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by petNmind. PetNmind shall have the right to form, change, or dissolve an Advisory Council at any time in its sole discretion.

## **7.6 Financial Information**

### **7.6.1 Records**

You shall record all sales and all receipts of revenue on individual serial-numbered receipts. Bank Deposits must validate all receipts. You shall retain daily sales reporting forms and accompanying records for at least three (3) years after the date of sale (or for a longer period if required by state or local law). You shall retain all other records and receipts used in the ordinary course of business. You shall furnish all records to petNmind upon request.

### **7.6.2 Reports**

You shall submit to petNmind, on or before the tenth (10th) day following the end of each month, financial reports on the income and expenses of the Business in the format specified in the Manual. You shall also submit to petNmind, at the time of filing, copies of all federal state and local income, sales, and property tax returns. PetNmind will use this data to confirm that You are complying with Your obligations under this Agreement, and to formulate earnings and expense information for possible disclosure to prospective franchisees. In addition to the foregoing, on or before the tenth (10th) day following the end of each month, you shall submit proof of payment for any leasehold rental obligations, sales tax, and payroll taxes.

## **7.7 Insurance**

### **7.7.1 Minimum Insurance Requirements**

You shall procure, prior to the commencement of any activities or operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement), at Your expense, an insurance policy or policies protecting You, petNmind, and their respective officers, directors, partners, agents and employees against any demand or claim with respect to personal injury, death or property damage, business interruption, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Business, including, but not limited to, comprehensive general liability insurance, property insurance (including, but not limited to, fire, vandalism, and malicious mischief insurance for the replacement value of the Business and its contents), casualty insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, and automobile insurance coverage for all vehicles used in connection with the operation of Business, if applicable. Such policy or policies shall be written by a responsible carrier or carriers acceptable to petNmind, shall name petNmind and its subsidiaries and affiliates as additional insureds, shall provide for petNmind to receive notice upon cancellation or any event of default, including non-payment, and shall provide at least the types and minimum amounts of coverage specified in the Manual. PetNmind shall have the right, from time-to-time, to make such changes in minimum policy limits and endorsements in the Manual or otherwise in writing as it may determine in its reasonable discretion.

### **7.7.2 Non-Waiver**

Your obligation to obtain and maintain the policy or policies in the amounts specified in the Manual shall not be limited in any way by reason of any insurance that may be maintained by petNmind, nor shall Your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 8.5 of this Agreement.

### **7.7.3 Franchisor Entitled to Recover**

All public liability and property damage policies shall contain a provision that petNmind, although not named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to petNmind or its agents or employees by reason of the negligence of You or your agents or employees.

### **7.7.4 Certificates of Insurance**

Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, You shall deliver to petNmind Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given petNmind in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.



### **7.7.5 Right to Procure Insurance**

Should You, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time-to-time by petNmind in the Manual or otherwise in writing, petNmind shall have the right and authority (but not the obligation) to procure and maintain such insurance in Your name and to charge same to You, which charges, together with Our reasonable expenses in so acting, shall be payable by You immediately upon notice. The foregoing remedies shall be in addition to any other remedies petNmind may have under this Agreement, or at law or in equity.

## **7.8 Financial and Legal Responsibility 7.8.1 Compliance with Law**

You shall comply with all federal, state and local laws and regulations pertaining directly or indirectly to the Business. You shall keep current and legally compliant all licenses, permits, bonds, contracts, and deposits made to or required by any government agency in connection with the operation of the Business. You are responsible for compliance with all requirements imposed by applicable law rule, or regulation.

### **7.8.1 Payment of Indebtedness**

You shall pay promptly when due all taxes and debts that You incur in the conduct of Your business. Except in connection with the financing of the initial development of the Business, including your obtainment of any SBA financing, the Business and all assets and equipment used in connection with the operation of the Business shall remain free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, security interest or purchase right or options unless approved by petNmind in writing. The Business revenues, including Gross Revenues and if You are a partnership, corporation, or limited liability company, each of your Owners' interest in the franchisee entity, shall be and remain free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options, unless approved by petNmind in writing.

## **7.9 Franchised Business Operations**

You shall use the Business solely for the operation of the business franchised hereunder; shall keep the Business open and in normal operation for such minimum hours and days as petNmind may specify in the Manual or otherwise directs from time-to-time; shall refrain from using or permitting the use of the Business for any other purpose or activity at any time without first obtaining the written consent of petNmind; and shall operate the Business in strict conformity with such methods, standards, and specifications as petNmind may, from time-to-time, prescribe in the Manual or otherwise in writing. You shall refrain from deviating from such standards, specifications, and procedures without petNmind's prior written consent.

## **8. RELATIONSHIP OF PARTIES**

### **8.1 Interest in Marks and System**

You expressly understand and acknowledge that:

- (a) PetNmind (or its affiliate(s)) is the owner of all rights, title and interest in and to the Marks and the goodwill associated with and symbolized by them;
- (b) The Marks are valid and serve to identify the System and those who are authorized to operate under the System;
- (c) Neither You nor any principal of You shall directly or indirectly contest the validity of petNmind's ownership of the Marks, nor shall You directly or indirectly, seek to register the Marks with any government agency;
- (d) Your use of the Marks does not give You any ownership interest or other interest in or to the Marks, except the licensure granted by this Agreement;
- (e) Any and all goodwill arising from Your use of the Marks shall inure solely and exclusively to petNmind's benefit, and upon expiration or termination of this Agreement, and the license herein granted, no monetary amount shall be assigned or attributable to any goodwill associated with Your use of the System or the Marks; and
- (f) The right and license of the Marks granted hereunder to You is non-exclusive, and petNmind thus has and retains the rights, among others:
  - i. i. to use the Marks itself in connection with selling services, products and other;
  - ii. to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees;
  - iii. to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to You; and

to, from time-to-time, modify or delete existing Marks upon notice to You. You have absolutely no right to use any specific deleted mark owned or controlled by petNmind or its Affiliates.

## **8.2 Independent Status**

It is expressly agreed that the parties intend by this Agreement to establish between you and petNmind the relationship of franchisee and franchisor. It is further agreed that you have no authority to create or assume in petNmind's name or on petNmind's behalf any obligation express or implied or to act or purport to act as agent or representative on our behalf for any purpose whatsoever. Neither you nor petNmind is the employer, employee, agent, partner, fiduciary or co-venturer, of or with the other, each being independent. All employees and agents hired or engaged by or working for you will be only the employees or agents of yours and will not, for any purpose be deemed employees or agents of petNmind nor subject to petNmind's control. PetNmind has no authority to exercise control over the hiring or termination of your employees, independent contractors, agents or others who work for you, their compensation, working hours or conditions, or their day-to-day activities, except to the extent necessary to protect the brand and the Marks.

You shall file your own tax, regulatory and payroll reports with respect to your employees, agents and contractors, and you shall save, indemnify and hold petNmind and its parents, affiliates, owners, officers, directors and subsidiaries harmless from any and all liability, costs and expenses, of any nature, that any such party incurs related to these obligations. You shall, in all respects, be an independent contractor and nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint-venturer, joint-employer, partner, employee or servant of the other for any purpose whatsoever. Without limiting the foregoing, You are an independent legal entity and must make this fact clear in Your dealings with suppliers, lessors, government agencies, employees, customers and others. You and petNmind are completely separate entities and are not fiduciaries, partners joint-venturers, or agents of the other in any sense, and neither party has the right to bind the other. No act or assistance by either party to the other pursuant to this Agreement may be construed to alter this relationship. You are solely responsible for compliance with all federal, state, and local laws rules and regulations, and for complying with petNmind policies, practices, and decisions relating to the operation of the Business. You shall rely on Your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. You may not expressly or implicitly hold Yourself out as an employee, partner, shareholder, member, joint-venturer or representative of petNmind, nor may You expressly or implicitly state or suggest that You have the right or power to bind petNmind, or to incur any liability on petNmind's behalf. You may not use the Trade Name or Marks as part of Your corporate name limited liability company name or limited partnership name. There is no fiduciary duty between You and petNmind.

### **8.3 Display of Disclaimer**

You shall conspicuously display a sign that states that "THIS BUSINESS IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS" within each Business, business cards, client/customer agreements, stationery, purchase order forms, invoices, and other documents that You use in Your business dealings with suppliers, government agencies, employees and customers must clearly identify You as an independent legal entity.

### **8.4 Confidentiality**

You acknowledge and agree that the information, ideas, forms, marketing plans and other materials disclosed to You under this Agreement, whether or not included in the Manual, are confidential and proprietary information and trade secrets of petNmind. Any and all information, knowledge and techniques which petNmind designates as confidential shall be deemed confidential for purposes of this Agreement, except information which You can demonstrate came to Your attention prior to disclosure thereof by petNmind or which, at or after the time of disclosure by petNmind to You, had become or later becomes a part of the public domain, through publication or communication by others. You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third-party, except to Your employees and agents, as necessary in the regular conduct of the Business, and except as authorized in writing by petNmind. You shall be responsible for requiring compliance of Your Related Parties and employees with the provisions of this Section. You shall obtain signed Nondisclosure, Nonsolicitation and Noncompetition Agreements, in the form of Exhibit E to this Agreement, from Your Related Parties and employees, and send petNmind a copy of each such agreement upon demand.

## **8.5 Mutual Indemnification**

You and your Related Parties agree to indemnify, defend and hold harmless us our affiliates, and our and their respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the “Indemnified Parties”) against, and to reimburse any one or more of the Indemnified Parties for, all claims obligations, and damages directly or indirectly arising out of or related to your act or omission, the act or omission of any of your Related Parties, employees, agents or representatives, the Business’s operation, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those alleged to be caused by the Indemnified Party’s negligence, unless (and then only to the extent that) the claims obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, claims include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants, arbitrators, attorneys’ fees, and expert witness fees costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation arbitration or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third-party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this paragraph. Without limiting the foregoing, if petNmind is made a party to a legal proceeding in connection with Your act or omission, petNmind may hire counsel to protect its interests and bill You for all costs and expenses incurred by petNmind. You shall promptly reimburse petNmind for such costs and expenses.

You shall notify petNmind immediately when you learn about an infringement or challenge to your use of any Mark, including the petNmind mark. PetNmind will take the action petNmind deems appropriate in any such situation. PetNmind has exclusive control over any proceeding or settlement concerning any of the Marks. You must take all actions that, in the opinion of petNmind’s counsel, may be advisable to protect and maintain petNmind’s interests in any proceeding or to otherwise protect and maintain petNmind’s interests in the Mark. While petNmind is not required to defend you against a claim arising from your use of any of the Marks, petNmind will indemnify and hold you harmless from all of your expenses reasonably incurred in any legal proceeding disputing your authorized use of any Mark provided that (a) your use is and has been in accordance with the terms of this Agreement and such other terms as may be specified by petNmind; and (b) you notify us of the proceeding or alleged infringement in a timely manner and you have complied with petNmind’s directions regarding the proceeding. PetNmind has the right to control the defense and settlement of any proceeding. PetNmind will not reimburse you for your expenses and legal fees for separate, independent legal counsel, or for expenses in removing signage or discontinuing your use of any Mark. PetNmind will not reimburse you for disputes where petNmind and/or any of its parents, affiliates, successors or assigns challenges your use of a Mark.

## **8.6 Covenants**

### **8.6.1 In-Term Covenants**

- (a) During the Term, You shall not, directly or indirectly, for yourself or through, on behalf of, or in conjunction with any person or entity, own, maintain, operate, engage in, consult with, provide any assistance to, or have any interest (direct or indirect) in a Competitive Business (as defined below).
- (b) You shall not divert or attempt to divert any business, client, or potential client of the Business or any other System Business to any competitor, by direct or indirect inducement or otherwise, or to do or perform, directly or indirectly, any other act, injurious or prejudicial, to the goodwill associated with the Marks or the System.

The term “Competitive Business” shall mean any and all businesses that are competitive with Businesses, including, without limitation, (a) any enterprise, entity, or individual that offers or is otherwise involved in or deals with any goods, products and/or services which are substantially similar to those products and services now or in the future authorized by us for sale at or from Businesses; and (b) any business granting franchises or licenses to others to operate the type of business specified herein, provided that any business which signs a franchise agreement with petNmind is not a “Competitive Business” for purposes of this agreement. Furthermore, the Restricted Parties shall not divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

### **8.6.2 Post-Term Covenants**

You may not, for a continuous, uninterrupted period commencing upon the expiration, transfer or termination of this Agreement (regardless of the cause for termination), and continuing for two (2) years thereafter, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons (including your spouse or any immediate family member, or the spouse or any immediate family member of any personal guarantor of this Agreement), partnership, limited liability company or corporation, own, maintain, operate, engage in, provide any assistance to, or have any interest in, any Competitive Business that is located: (i) at the Business; (ii) within twenty-five (25) miles of the Business; or (iii) within twenty-five (25) miles of any other System Business located then in existence or under construction.

### **8.6.3 Miscellaneous**

You agree that the length of time in Section 8.6.2 will be tolled for any period during which you are in breach of the covenant or any other period during which petNmind seeks to enforce this Agreement. The parties agree that the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If any court of competent jurisdiction determined that the geographic limits, time period or line of business defined by this Section 8 (inclusive of all subsections) is unreasonable, the parties agree that such a court of competent jurisdiction may determine an appropriate limitation to accomplish the intent and purpose of this Section and the parties, and each of them, agree to be bound by such determination.

## **9. TRANSFER OF FRANCHISE**

### **9.1 Franchisor's Right to Transfer**

PetNmind shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of petNmind shall become solely responsible for all obligations of petNmind under this Agreement from the date of assignment. You shall execute such documents or attornment, or other documents, as petNmind may request.

### **9.2 Franchisee's Condition Right to Transfer**

You understand and acknowledge that the rights and duties set forth in this Agreement are personal to You, and that petNmind has granted this franchise in reliance of Your (or, if You are a corporation, partnership, or limited liability company, your principals) business skill, financial capacity and personal character. Accordingly, neither You nor any immediate or remote successor to any part of Your interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity, which directly or indirectly owns any interest in You, shall sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "transfer") this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of the Franchise without prior written consent of petNmind. Any purported assignment or transfer not having the written consent of petNmind, required by Section 9.3, shall be null and void and shall constitute a material breach of this Agreement, for which petNmind may immediately terminate without opportunity to cure pursuant to Section 10.2.1 of this Agreement. The foregoing remedies shall be in addition to any other remedies petNmind may have under this Agreement or at law or in equity.

### **9.3 Conditions of Transfer**

Franchisee shall notify petNmind in writing of any proposed transfer of this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of Business, at least thirty (30) days before such transfer is proposed to take place. petNmind shall not unreasonably withhold its consent to any transfer. petNmind may, in its sole discretion, require any or all of the following as conditions of its approval:

- (a) (a) That all of Your accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;
- (b) That You are not in default of any provision of this Agreement, any amendment or addendum hereof or successor hereto, or any other agreement between You and petNmind or its affiliates;
- (c) That the transferor shall have executed a general release, in a form prescribed by petNmind, of any and all claims against petNmind and its affiliates, and their respective officers, directors, agents, shareholders, and employees;
- (d) That the transferor (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as petNmind may request) demonstrate to



petNmind's satisfaction that it meets petNmind's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate the Business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the Business, taking into consideration the purchase price paid by the transferee for the Business; and has not operated a business in competition with petNmind;

- (e) That (1) at petNmind's option, (a) the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as petNmind may request) enter into a written assignment, in a form satisfactory to petNmind, assuming and agreeing to discharge all of Your obligations under this Agreement, or (b) the transferee(s) execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, the petNmind's then-current form of franchise agreement and other ancillary agreements as Franchisor may require for the Business, which agreements shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, higher royalty fees, advertising contributions, or other fees, and a smaller or modified Territory, except that the transferee shall not be required to pay any initial franchise fee; and (2) the transferee's principal guaranty the performance of all such obligations in writing in a form satisfactory to petNmind;
- (f) That You remain liable for all of the obligations to petNmind in connection with the Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by petNmind to evidence such liability;
- (g) That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to petNmind) and the transferee's manager (if transferee or transferee's principal will not manage the Business ), at the transferee's expense, have successfully completed any training programs then in effect upon such terms and conditions as petNmind may reasonably require and pay petNmind the then-current training fee;
- (h) PetNmind approves the terms and conditions of the transfer agreement between transferor and transferee; and
- (i) You pay to petNmind a transfer fee in an amount equal to the greater of 35% of the then-current initial franchise fee at the time of transfer or 5% of the sale price; however, in the case of a transfer to a corporation or limited liability company formed by You for the convenience of ownership (as determined by petNmind in its sole discretion), no such transfer fee shall be required.

#### **9.4 Franchisor's Right of First Refusal**

If any party holding any direct or indirect interest in this Agreement, in You, or in all or substantially all of the assets of the Business desires to accept any bona fide offer from a third

party to purchase such interest, You shall notify petNmind as provided in Section 9 hereof, and shall provide such information and documentation relating to the offer as petNmind may require. petNmind shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that petNmind intends to purchase the seller's interest on the same terms and conditions offered by the third party. If petNmind elects to purchase the seller's interest, closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by petNmind. If petNmind elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by petNmind as in the case of the third party's initial offer. Failure of petNmind to exercise the option afforded by this Section 9 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 9, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that petNmind may not reasonably be required to furnish the same consideration, terms and/or conditions, then petNmind may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by petNmind at petNmind's expense, and the appraiser's determination shall be binding.

#### **9.5     Death or Mental Incapacity**

Upon the death, physical or mental incapacity of any person with an interest in this Agreement, in You, or in all or substantially all of the assets of the Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by petNmind within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 9, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by petNmind within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement, pursuant to Section 10 hereof.

#### **9.6     Non-Waiver**

PetNmind's consent to a transfer of any interest in this Agreement, in You, or in all or substantially all of the assets of the Business, shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of petNmind's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

### **10.     TERMINATION OF FRANCHISE**

#### **10.1    Termination by Consent of the Parties**

This Agreement may be terminated upon the mutual consent of the parties.



## **10.2 Termination by petNmind**

### **10.2.1 Immediate Termination upon Notice of Default**

Upon the occurrence of any of the following defaults, petNmind may, at its option, terminate this Agreement effective immediately upon written notice to You:

- (a) If You misuse the Trade Name, Marks or the System, or engage in conduct which reflects materially and unfavorably upon the goodwill associated with them, or if You use in the Business any names, marks, systems, logotypes or symbols that petNmind has not authorized You to use.
- (b) If You have any direct or indirect interest in the ownership or operation of any business other than the Business that is confusingly similar to Business or uses the System or Marks, or if You fail to give petNmind a signed copy of the Nondisclosure, Nonsolicitation and Noncompetition Agreement, a form of which is attached hereto as Exhibit E for You (or if You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members) within ten (10) days after petNmind requests it.
- (c) If You attempt to assign or Transfer Your rights under this Agreement in any manner not authorized by this Agreement.
- (d) If You have made any material misrepresentations in connection with the acquisition of a Business or to induce petNmind to enter into this Agreement.
- (e) If You act without petNmind's prior written approval or consent in regard to any matter for which petNmind's prior written approval or consent is expressly required by this Agreement.
- (f) If You cease to operate the Business, unless (i) operations are suspended for a period of no more than one hundred and eighty (180) days, and (ii) the suspension is caused by fire, condemnation, or other act of God.
- (g) If You fail to permanently correct a breach of this Agreement, or to meet the operational standards stated in the Manual, after being twice requested in writing by petNmind to correct a similar breach or meet a similar standard in any twelve (12) months period.
- (h) If a threat or danger to public health or safety results from the construction, maintenance or operation of the Business.
- (i) Except as otherwise required by the United States Bankruptcy Code, if You become insolvent, are adjudicated a bankrupt, or file or have filed against You a petition in bankruptcy, reorganization, or similar proceeding.

- (j) If You plead guilty to, plead no contest to, or are convicted of, a felony, a crime involving moral turpitude, or any other crime or offense that petNmind believes is reasonably likely to have an adverse effect on the System or Marks, the goodwill associated therewith, or petNmind's interest therein.
- (k) If You maintain false books or records, or submit any false reports to petNmind.
- (l) If You offer a product or service without petNmind's consent, or fail to offer any product or service designated by petNmind.

#### **10.2.2 Termination after Five Days' Notice to Cure**

petNmind may, at its option, terminate this Agreement, effective five (5) days after written notice is given to You, if You fail to make any payment when due under this Agreement or any other agreement between You and petNmind.

#### **10.2.3 Termination after Thirty Days' Notice to Cure**

Upon the occurrence of any of the following defaults, petNmind may, at its option, terminate this Agreement after thirty (30) days' notice to cure:

- (a) If You fail to submit to petNmind in a timely manner any information You are required to submit under this Agreement.
- (b) If You fail to begin operation of the Business within the time limits as provided in this Agreement, or if You fail to operate your Business in accordance with this Agreement and/or the Manual.
- (c) If You default in the performance of any other obligation under this Agreement, or any other agreement with petNmind.

Under this Section 10.2.3, petNmind may terminate this Agreement only by giving written notice of termination stating the nature of such default to You at least thirty (30) days prior to the effective date of termination; provided, however, that You may avoid termination by immediately initiating a remedy to cure such default, curing it to petNmind's satisfaction, and by promptly providing proof thereof to petNmind within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to You effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

#### **10.3 Rights and Obligations After Termination or Expiration**

Upon termination of this Agreement for any reason, the parties will have the following rights and obligations:

- (a) PetNmind will have no further obligations under this Agreement.

- (b) You shall give the final accounting for the Business, pay petNmind within thirty (30) days after termination all payments due to petNmind, and return the Manual and any other property belonging to petNmind.
- (c) You shall immediately and permanently cease to operate the Business. You shall immediately and permanently stop using the Marks or any confusingly similar marks, the System, or any advertising, signs, stationery, or forms that bear identifying marks or colors that might give others the impression that You are operating a Business, You shall refrain from any statement or action that might give others the impression that You are or ever were affiliated with the petNmind Franchise Network.
- (d) You shall promptly sign any documents and take any steps that, in the judgment of petNmind, are necessary to delete Your listings from classified telephone directories, disconnect, or, at petNmind's option, assign the petNmind all telephone numbers that have been used in the Business, and terminate all other references that indicate You are or ever were affiliated with petNmind or a Business. By signing this Agreement, You irrevocably appoint petNmind as Your attorney-in-fact to take the actions described in this paragraph if You do not do so Yourself within seven (7) days after termination of this Agreement. You further irrevocably assign Your telephone numbers listed on Exhibit A, or hereinafter acquired for the operation of Your Business, to petNmind.
- (e) You shall maintain all records required by petNmind under this Agreement for a period of not less than five (5) years after final payment of any amounts You owe to petNmind when this Agreement is terminated (or such longer period as required by applicable law).
- (f) PetNmind, or its designee, has an option to purchase the business from You, including but not limited to any or all of the physical assets of the Business, including its equipment, supplies and inventory, during a period of sixty (60) days following the effective date of termination. If petNmind notifies You that it (or its designee) wishes to purchase the assets of the business from You following Termination of this Agreement, You must immediately surrender possession of the Business to petNmind or Its designee upon demand. PetNmind or its designee will operate the Business at its expense pending determination of the purchase price as set forth below. The equipment, supplies, and inventory will be valued as follows:
  - i. The lower of depreciated value or fair market value of the equipment supplies and inventory; and
  - ii. Depreciated value of other tangible personal property calculated on the straight-line method over a five (5) year life, less any liens or encumbrances.

PetNmind must send written notice to You within thirty (30) days after termination of this Agreement of its (or its designee s) election to exercise the option to

purchase. If the parties do not agree on a price within the option period, the option period may be extended for up to fifteen (15) business days to permit appraisal by an independent appraiser who is mutually satisfactory to the parties. If the parties fail to agree upon an appraiser within the specified period, each will appoint an appraiser and the two appraisers thus appointed must agree on a third appraiser within ninety (90) days after termination who must determine the price for the physical assets of the Business in accordance with the standards specified above. This determination will be final and binding upon both petNmind, or petNmind's designee, as applicable, and You.

PetNmind or its designee may exclude from the assets appraised any signs, equipment, inventory, and materials that are not reasonably necessary (in function or quality) to the operation of the Business, or that petNmind has not approved as meeting petNmind's then-current standards, the purchase price determined by the appraisal will reflect such exclusions (the "Purchase Price").

The Purchase Price shall be paid at a closing date not later than ninety (90) days after determination. PetNmind has the right to offset against the Purchase Price any and all amounts that You or Your Related Parties owe petNmind and/or its Related Parties. At closing, You agree to deliver instruments transferring (i) good and marketable title to the assets purchased, free and clear of all liens and encumbrances, with all sales and transfer taxes paid by You (ii) all licenses and permits related to the business which can be assigned, (iii) the leasehold interest in the Approved Location, (iv) a release agreement signed by You and Your Related Parties in a form and substance acceptable to petNmind, and (v) such other documentation as we may reasonably request.

- (g) PetNmind (or its designee) has an option to replace You as lessee under any equipment lease or note for equipment that is used in connection with the Business. Upon request by petNmind, You shall give petNmind or its designee copies of the leases for all equipment used in the Business immediately upon termination. Upon request by petNmind, You shall allow petNmind and/or its designee the opportunity, at a mutually satisfactory time, to inspect the leased equipment. PetNmind must request the information and access described in this paragraph within fifteen (15) days after termination. It must advise You of its (or its designee's) intention to exercise the option within fifteen (15) days after it has received the information and/or inspected the equipment. petNmind or its designee may assume any equipment lease in consideration of its assumption of future obligations under the lease. Upon exercise of this option by petNmind or its designees, You shall be fully released and discharged from future rents and other future liabilities under the lease if the terms of the lease permit it, but not from any debts to the lessor that already exist on the date when the option is exercised.
- (h) If petNmind declines to exercise the option, purchase, or assume the lease on Your equipment, You may sell it to either another petNmind franchisee or, with petNmind's prior written approval, You may de-brand the equipment and sell it to a non-franchisee.

- (i) You may not sell, or in any way divulge, the client list of Your Business.
- (j) If the premises are leased from a third-party, and if petNmind elects, you shall immediately assign your interest in the lease to petNmind or its designee and immediately surrender possession of the premises to petNmind. You are and shall remain liable for all of your obligations accruing up to the effective date of any lease agreement.
- (k) Franchisee and its Related Parties shall abide by the post-termination restrictive covenants in Section 8.6 of this Agreement.

#### **10.4 No Limitation of Remedies**

No right or remedy conferred upon or reserved to petNmind (including as set forth in Section 10.3 above) is intended to be, nor shall be deemed exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. Nothing herein shall be construed to deprive petNmind of the right to recover damages as compensation for lost future profits. Termination of this Agreement will not end any obligation of either party that has come into existence before termination. All obligations of the parties which, by their terms, or by reasonable implication are to be performed in whole or in part after termination, shall survive termination.

### **11. MISCELLANEOUS PROVISIONS**

#### **11.1 Construction of Contract**

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires.

#### **11.2 Governing Law, Venue and Jurisdiction**

**11.2.1** This Agreement shall take effect upon its acceptance and execution by petNmind. Except to the extent governed by the United States Arbitration Act (9 U.S.C. § 1, et seq.), and the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C § 1050, et seq.), this Agreement, the franchise, and all claims arising from or in any way related to the relationship between petNmind, and/or any of its Related Parties, on the one hand, and you, and any of your owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the State of Florida, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchise, will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

**11.2.2** In the event the arbitration clause set forth in Section 11.8 is inapplicable or unenforceable, and subject to petNmind's rights, as outlined in Section 11.9, the following provision shall govern: The parties hereby expressly agree that the United States District Court for the Southern District of Florida, or if such court lacks subject matter jurisdiction, the Eleventh Circuit Court of Florida, shall be the exclusive venue and exclusive proper forum in which to

adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. You acknowledge that this Agreement has been entered into in the State of Florida and that you are to receive valuable and continuing services emanating from petNmind's headquarters in Florida. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision.

### **11.3 Notices**

The parties to this Agreement shall direct any notices to the other party at the Delivery Address specified below that party's name on the final page of this Agreement, or at another address if advised in writing that the address has been changed. The parties shall notify each other in writing of any Delivery Address changes. Notices may be delivered by facsimile (with simultaneous mailing of a copy by first class mail), by electronic mail (with simultaneous mailing of a copy by certified mail), courier, federal express, or first-class mail. Notice by facsimile and electronic mail will be considered delivered upon submission, by courier, upon delivery, and by certified mail three days after posting. Any notice by a means which affords the sender evidence of delivery or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

### **11.4 Amendments**

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

### **11.5 No Waivers**

No delay, waiver, omission or forbearance on the part of petNmind to exercise any right, option, duty, or power arising out of any breach of default by You under any of the terms, provisions, covenants, or conditions hereof shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against You or as to subsequent breach or default by You. Subsequent acceptance by petNmind or any payments due to it hereunder shall not be deemed to be a waiver by petNmind of any preceding breach by You of any terms, provisions, covenants, or conditions of this Agreement.

### **11.6 Integration**

This Agreement and all exhibits to this Agreement, constitute the entire agreement between the parties. This Agreement supersedes any and all prior negotiations, understandings representations and agreements. No representations have induced You to execute this Agreement with petNmind Except for those permitted to be made unilaterally by petNmind hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require You to waive reliance on any representation that petNmind made in the most recent disclosure document (including its exhibits and amendments) (the "FDD") that petNmind delivered to You or your



representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

You acknowledge that you are entering into this Agreement as a result of your own independent investigation and not as a result of any representations (with the exception of those representations made in the FDD) made by petNmind, its members, managers, officers, directors, employees, agents, representatives or independent contractors that are contrary to the terms set forth in this Agreement. You acknowledge that the FDD you received contained a copy of this Franchise Agreement and that you reviewed the FDD and Franchise Agreement at least fourteen (14) days (or such other time as applicable law requires) before you signed this Agreement. You further understand acknowledge and agree that any information you obtain from any petNmind franchisee, including relating to their sales, profit, cash flows, and/or expenses, does not constitute information obtained from petNmind, nor does petNmind make any representation as to the accuracy of any such information.

## **11.7 Negotiation and Mediation**

### **11.7.1 Agreement to Use Procedure**

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. Other than an action by petNmind under Section 11.9 of this Agreement, the parties agree that if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement, they will first follow the procedures described in this section. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.

### **11.7.2 Initiation of Procedures**

The party that initiates these procedures (“Initiating Party”) must give written notice to the other party, describing in general terms the nature of the dispute, specifying the Initiating Party’s claim for relief including the damages sought, and identifying one or more persons with authority to settle the dispute for him, her, or it. The party receiving the notice (“Responding Party”) has seven (7) days within which to designate by written notice to the Initiating Party one or more persons with authority to settle the dispute on the Responding Party’s behalf (the “Authorized Persons”).

### **11.7.3 Direct Negotiations**

The Authorized Persons may investigate the dispute as they consider appropriate but agree to meet in-person at a location designated by petNmind within seven (7) days from the date of the designation of Authorized Persons to discuss resolution of the dispute. The Authorized Persons may meet at any times and places, and as often as they agree. If the dispute has not been resolved within ten (10) days after their initial meeting, either party may begin mediation procedures by giving written notice to the other party that it is doing so.

#### **11.7.4 Selection of Mediator**

The Authorized Persons will have seven (7) days from the date on which one party gives notice that he, she or it is beginning mediation within which to submit to one another written lists of acceptable mediators who are not associated with either of the parties. Within seven (7) days from the date of receipt of any list, the Authorized Persons must rank all the mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest ranking one of these will be designated the mediator. If this process does not result in selection of a mediator, the parties agree jointly to request the arbitral organization designated in Section 11.8 to supply a list of qualified potential mediators. Within seven (7) days after receipt of the list, the parties must again rank the proposed mediators in numerical order of preference and must simultaneously exchange their lists. The mediator having the highest combined ranking shall be appointed as mediator. If the highest ranking mediator is not available to serve, the parties must go on to contact the mediator who was next highest in ranking until they are able to select a mediator.

#### **11.7.5 Time and Place for Mediation**

In consultation with the parties, the mediator shall promptly designate a mutually acceptable time and place for the mediation. Unless circumstances make it impossible, the time may not be later than thirty (30) days after selection of the mediator.

#### **11.7.6 Exchange of Information**

If either party to this Agreement believes he, she, or it needs information in the possession of another party to this Agreement to prepare for the mediation, all parties must attempt in good faith to agree on procedures for an exchange of information, with the help of the mediator, if required.

#### **11.7.7 Summary of Views**

At least seven (7) days before the first scheduled mediation session, each party must deliver to the mediator, and to the other party, a concise written summary of its views on the matter in dispute and on any other matters that the mediator asks them to include. The mediator may also request that each party submit a confidential paper on relevant legal issues, which may be limited in length by the mediator, to him or her.

#### **11.7.8 Representatives**

In the mediation, each party must be represented by an Authorized Person, who must physically attend mediation, and may be represented by counsel. In addition, each party may, with permission of the mediator, bring with him, her or it any additional persons who are needed to respond to questions, contribute information, and participate in the negotiations.

#### **11.7.9 Conduct of Mediation**

The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful, after reviewing the position papers, the mediator shall give both himself or herself and the Authorized Persons an opportunity to hear an oral presentation of each



party's views on the matter in dispute. The mediator shall assist the Authorized Persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties.

All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

#### **11.7.10 Termination of Procedure**

The parties agree to participate in the mediation procedure to its conclusion as set forth in this section. The mediation may be concluded (1) by the signing of a settlement agreement by the parties, (2) by the mediator's declaration that the mediation is terminated, or (3) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

#### **11.7.11 Fees of Mediator, Disqualification**

The fees and expenses of the mediator must be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert or counsel for any party with respect to the dispute, or any related or similar matter in which either of the parties is involved.

#### **11.7.12 Confidentiality**

The mediation procedure is a compromise negotiation or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual or audio record of the proceedings may be made. Any conduct statement, promise, offer, view or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator, is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible will not be excluded from discovery or made inadmissible simply because of its use in the mediation.

### **11.8 Arbitration**

Except as provided in Section 11.9, and if not resolved by the negotiation and mediation procedures described in Section 11.7 above, any dispute, controversy, or claim between you and/or any of your Related Parties, on the one hand, and petNmind and/or any of petNmind's Related Parties, on the other hand, including, without limitation, any dispute, controversy, or claim arising under, out of in connection with or related to: (a) this Agreement; (b) the relationship of the parties;

(c) the events leading up to the execution of this Agreement; (d) any loan or other finance arrangement between you and petNmind or its Related Parties; (e) the parties' relationship; (f) any System standard; (g) any claim based in tort or any theory of negligence; and/or (j) the scope or validity of the arbitration obligation under this Agreement, shall be determined in Miami-Dade County, Florida, by the American Arbitration Association ("AAA"). This arbitration clause will not deprive petNmind of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction.

**11.8.1** The arbitration will be administered by the AAA pursuant to its Commercial Arbitration Rules then in effect by one (1) arbitrator. The arbitrator shall be an attorney with substantial experience in franchise law. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear.

**11.8.2** In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be forever barred.

**11.8.3** Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action, associational action, or otherwise to join or consolidate any claim with any claim or any other proceeding involving third-parties. If a court or arbitrator determines that this limitation on joinder of, or class action certification of claims is unenforceable then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts in accordance with Section 11.8. The arbitration must take place in Miami-Dade County, Florida, or at such other location as petNmind designates.

**11.8.4** The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or petNmind. The arbitrator may not, under any circumstance, (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement, or any reasonable standard of business performance that petNmind sets. The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which the main office of petNmind is located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including, but not limited to, any decision as to whether Section 11.8 is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

**11.8.5** The arbitrator can issue summary orders disposing of all or part of a claim, and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

**11.8.6** The arbitrator will have subpoena powers limited only by the laws of the State of Florida.

**11.8.7** The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute will otherwise have the same discovery rights as are available in civil actions under the laws of the State of Florida.

**11.8.8** All other procedural matters will be determined by applying the statutory common laws and rules of procedure that control a court of competent jurisdiction in the state of Florida.

**11.8.9** Other than as may be required by law, the entire arbitration proceedings (including but not limited to, any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

**11.8.10** The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction.

**11.8.11** PetNmind reserves the right, but has no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished petNmind's right to seek recovery of those costs against you.

**11.8.12** The Arbitrator shall render a reasoned award unless otherwise requested by the parties. If petNmind requests a more detailed award, i.e. "findings of fact and conclusions of law," the parties shall evenly split the excess cost above the cost required for a reasoned award. However, if You request an award more detailed than a reasoned award, i.e. "findings of facts and conclusions of law," You shall bear the entire additional cost required for such award, which cost is above the cost for a reasoned award.

**11.8.13** Should petNmind prevail in any arbitration, the Arbitrator shall require You to pay all expenses of Arbitration, as well as petNmind's attorneys' fees and costs.

## **11.9 Exceptions to Arbitration and Mediation**

**11.9.1** Notwithstanding the provisions of Sections 11.7 and 11.8 of this Agreement, petNmind shall be entitled, with a bond of not more than \$10,000, to the entry of temporary, preliminary and permanent injunctions, and orders of specific performance, enforcing the provisions of this Agreement in any court of competent jurisdiction relating to: (a) Your, and/or any of Your Related Party's use of the Marks; (b) Your confidentiality and non-competition covenants (Section 8); (c) Your obligations upon termination or expiration of the franchise; or (d) Transfer or assignment by You. If petNmind secures any such injunction (i.e. temporary restraining order, preliminary injunction, or permanent injunction) or order of specific performance, you agree to pay to petNmind an amount equal to the aggregate of petNmind's costs of obtaining such relief including, without limitation, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and any damages incurred by petNmind as a result of the breach of any such provision.

**11.9.2** Further, at the election of petNmind or its affiliate, the mediation and arbitration provisions of Sections 11.7 and 11.8, inclusive of all subparts, shall not apply to: (a) any claim by petNmind relating to your failure to pay any fee due to petNmind under this Agreement; and/or (b) any claim by petNmind or its affiliate relating to use of the Proprietary Marks and/or the System, including, without limitation, claims for violations of the Lanham Act; and/or (c) any claim by petNmind relating to a breach of your confidentiality and/or non-competition obligations under this Agreement.

#### **11.10 Injunctive Remedy for Breach**

You recognize that You are a member of a Franchise Network and that Your acts and omissions may have a positive or negative effect on the success of other businesses operating under petNmind's Trade Name and in association with its Marks. Failure on the part of a single franchisee to comply with the terms of its franchise agreement is likely to cause irreparable damage to petNmind and to some or all of the other franchisees of petNmind. For this reason, You agree that if petNmind can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of Your breach or threatened breach of any of the terms of this Agreement, petNmind will be entitled to an injunction restraining the breach or to a decree of specific performance, without showing or proving any actual damage and without the necessity of posting bond or other security, any bond or other security being waived hereby. Franchisor has the exclusive right to seek relief pursuant to this section in a court of competent jurisdiction as defined in section 11.2.2 of this Agreement or any other court of competent jurisdiction. Notwithstanding, if any Court of competent jurisdiction, as described herein, determines that a bond or other security is required, You agree that you will not seek bond or security in excess of \$10,000 and, in fact, will oppose any effort by a Court to impose a bond or security in excess of \$10,000.

#### **11.11 Limitations of Actions**

You may not maintain an arbitration against the Franchisor or its Related Parties unless: (a) You deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to You, or when you should have known of said event had you been reasonably diligent; (b) thereafter, You must follow the negotiation and mediation procedures described above; and (c) You file an arbitration within one (1) year after the notice is delivered. While this Section 11.11 may limit the applicable statute of limitations, it is not intended to extend any applicable statute of limitation in any way. The limitations set forth in this Section 11.11 shall not apply to petNmind, its affiliates or its Related Parties.

#### **11.12 Attorneys' Fees and Costs**

If legal action or arbitration is necessary, including any motion to compel arbitration, or action on appeal, to enforce the terms and conditions of this Agreement, or for violation of this Agreement, petNmind will be entitled to recover reasonable compensation for preparation, investigation costs, court costs, arbitral costs, and reasonable accountants, attorneys, attorneys' assistants, and expert witness fees incurred by petNmind. Further, if petNmind is required to engage legal counsel in connection with any failure by You to comply with this Agreement, You shall reimburse petNmind for any of the above-listed costs and expenses incurred by petNmind, regardless of whether petNmind files or compels mediation, arbitration or litigation.

### **11.13 Severability**

Except as expressly provided to the contrary herein, each portion, section, part term, and/or provision of this Agreement shall be considered severable, and if for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of or have any other effect upon, such other portions sections parts terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

### **11.14 Individual Dispute Resolution – No Class Action or Multi-Party Actions**

Any legal action between or among the parties to this Agreement and any of their Related Parties shall be conducted on an individual basis and not on a consolidated or class-wide basis.

### **11.15 Waiver of Rights**

THE PARTIES HERETO AND EACH OF THEM KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS:

**11.15.1 Jury Trial.** The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section 11.8 is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

**11.15.2 Damages Waiver.** The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, MULTIPLE AND/OR EXEMPLARY DAMAGES, *except that* this waiver and limitation shall not apply with respect to (a) your obligation to indemnify petNmind pursuant to any provision of this Agreement, and/or (b) any claims petNmind brings against you and/or your guarantors for unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, unfair competition, breach of the non-competition covenant and any other cause of action under the Lanham Act and petNmind shall be entitled to receive an award of multiple damages, attorneys' fees and all damages as provided by law.

**11.15.3** The parties hereto and each of them EXPRESSLY AGREE(S) THAT IN THE EVENT OF ANY FINAL DETERMINATION ADJUDICATION OR APPLICABLE

**ENACTMENT OF LAW THAT PUNITIVE MULTIPLE AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ANY RECOVERY BY ANY PARTY IN ANY ARBITRATION OR OTHER FORUM SHALL NEVER EXCEED TWO (2) TIMES ACTUAL DAMAGES**, except that PETNMIND may recover more than two (2) times its actual damages if you commit acts of willful trademark infringement or otherwise violate the Lanham Act, as provided by law.

**11.15.4** You hereby expressly waive any and all rights, actions or claims for relief under the Federal Act entitled “Racketeer Influenced and Corrupt Organizations,” 18 U.S.C. § 1961, *et seq.* (“RICO”).

**11.15.5** You hereby expressly agree that the existence of any claims You may have against petNmind or its Related Parties, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by petNmind of the covenants contained in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys’ fees, incurred by petNmind in connection with the enforcement of any covenant contained in this Agreement.

#### **11.16 Approval and Guaranty Provision**

If You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members, shall approve this Agreement, permit You to furnish the financial information required by petNmind, and agree to the restrictions placed on them including restrictions on the transferability of their interests in the franchise and the Business and limitations on their rights to compete, and sign separately a Guaranty, guaranteeing Your payments and performance. Where required to satisfy our standards of creditworthiness, or to secure the obligations made under this Agreement, Your spouse or the spouses of Your Related Parties, may be asked to sign the Guaranty. Our form of Guaranty appears as Exhibit C to this Agreement.

#### **11.17 Acceptance by petNmind**

This Agreement will not be binding on petNmind unless and until an authorized management officer of petNmind has signed it.

#### **11.18 Disclaimer of Representations**

NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED MANAGEMENT OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE. YOU UNDERSTAND THAT PETNMIND IS



NOT A FIDUCIARY AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

#### **11.19 Receipt**

The undersigned acknowledges receipt of this Agreement and the Franchise Disclosure Document, with exhibits, at least fourteen (14) calendar days (unless otherwise required by applicable law) before execution of this Agreement or Your payment of any monies to us refundable or otherwise.

#### **11.20 Opportunity for Review by Your Advisors**

You acknowledge that we have recommended, and that You have had the opportunity to obtain a review of this Agreement, and our Franchise Disclosure Document, by Your lawyer, accountant or other business advisor before execution hereof.

#### **11.21 Execution of Agreements**

Each of the undersigned parties warrants that it has the full authority to sign this Agreement. If You are a partnership, limited liability company or corporation, the person executing this agreement on behalf of such partnership, limited liability company or corporation warrants to us, both individually and in his capacity as partner member, manager or officer, that all of the partners of the partnership all of the members or managers of the limited liability company, or all of the shareholders of the corporation, as applicable, have read and approved this Agreement, including any restrictions which this Agreement places upon rights to transfer their interest in the partnership limited liability company or corporation.

#### **11.22 Independent Investigation**

You acknowledge that You have conducted an independent investigation of the franchised business contemplated by this Agreement and recognize that it involves business risks which make the success of the venture largely dependent upon Your business abilities and efforts. You acknowledge that You have been given the opportunity to clarify any provision of this Agreement that You may not have initially understood and that we have advised You to have this Agreement reviewed by an attorney.

#### **11.23 No Guarantee of Earnings**

You understand that neither petNmind nor any of our representatives and/or agents with whom You have met have made and are not making any guarantees express or implied, as to the extent of Your success in Your franchised business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Your franchised business.

#### **11.24 No Personal Liability**

You agree that fulfillment of any and all of our obligations written in this Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be petNmind's sole responsibility and none of its agents, representatives, nor any individuals associated with it shall be personally liable to You for any reason.

### **11.25 Non-Uniform Agreements**

PetNmind makes no representations or warranties that all other agreements with petNmind System franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. You recognize, acknowledge and agree that petNmind may waive or modify comparable provisions of other franchise agreements granted to other System franchisees in a non-uniform manner.

IN WITNESS TO THE PROVISIONS OF THIS FRANCHISE AGREEMENT, the undersigned have signed this Agreement on the date set forth in Section 1 hereof.

#### **FRANCHISOR:**

PETNMIND FRANCHISING GROUP LLC  
doing business as petNmind

By: \_\_\_\_\_  
Name: Adrian Archie  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

#### **Delivery Addresses for Notices:**

PetNmind Franchising Group LLC  
6578 N. State Road 7  
Coconut Creek, Florida 33073

Earsa R. Jackson, Esquire  
Clark Hill PLC  
901 Main Street, Suite 6000  
Dallas, Texas 75202

#### **FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### **Delivery Addresses for Notices:**



**EXHIBIT A TO PETNMIND FRANCHISE AGREEMENT**

**FRANCHISE DATA SHEET**

1. The Effective Date set forth in the introductory Paragraph of the Franchise Agreement is: \_\_\_\_\_, 20\_\_.

2. The Franchise Owner set forth in the introductory Paragraph of the Franchise Agreement is: \_\_\_\_\_.

3. The address for notice and payments to Franchise Owner under Section \_\_\_\_ of the Franchise Agreement is:

\_\_\_\_\_  
\_\_\_\_\_

4. Your site is located at:

Your Protected Territory is the following geographic area.

If map is attached, check here: \_\_\_\_\_

**EXHIBIT B TO PETNMIND FRANCHISE AGREEMENT**

**STATEMENT OF OWNERSHIP**

Franchise: \_\_\_\_\_

Trade Name (if different than above): \_\_\_\_\_

Form of Ownership  
(Check One)

☐ Individual   ☐ Partnership   ☐ Corporation   ☐ Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: \_\_\_\_\_

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners:

Name	Title	Title

**Principal Manager.** The following individual is hereby designated the “Principal” of the Franchise business. PetNmind Franchising Group LLC, and all of its vendors, suppliers, and associates may rely entirely on instructions from said Principal on behalf of the aforesaid franchise, to the exclusion of, and overriding, instructions from anyone else purporting to represent the franchise. The only accepted method to change the identification of the Principal is to produce a signed statement to that effect, signed by 100% of the owners of the Franchise.

Name of Principal: \_\_\_\_\_

Franchisee acknowledges that this Statement of Ownership applies to the Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must reported to Franchisor in writing.

**FRANCHISEE:**

Business Entity Name (if any):

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT C TO PETNMIND FRANCHISE AGREEMENT**

### **PRINCIPAL OWNER'S GUARANTY**

This Guaranty must be signed by each of the principal owners, and their spouses, (referred to as “you” or “your” for purposes of this Guaranty only) of \_\_\_\_\_ (the “Business Entity”) under the Franchise Agreement dated \_\_\_\_\_ (the “Agreement”) with PetNmind Franchising Group LLC , a Florida limited liability company (“we,” “us,” or “our”).

1. **Incorporation of Terms.** Each term of the Agreement is incorporated into this Guaranty.

2. **Guaranty.** In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and (b) each of you agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

3. **Payment.** If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

4. **Waivers.** Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition of your liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

5. **Consents and Agreements.** Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may periodically grant to the Business Entity or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will

continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

6. **Enforcement Costs.** If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

7. **Effectiveness.** Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Florida law and we may enforce our rights regarding it in the courts of Miami-Dade County, Florida. Each of you irrevocably submits to the jurisdiction and venue of such courts.

Each of you now signs and delivers this Guaranty effective as of the date of the Agreement regardless of the actual date of signature. Each of the undersigned Guarantors represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is not married.

Signature of Each Guarantor	Percentage of Ownership in Franchisee
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

## **EXHIBIT D TO PETNMIND FRANCHISE AGREEMENT**

### **SAMPLE GENERAL RELEASE AGREEMENT WAIVER AND RELEASE OF CLAIMS**

This Waiver and Release of Claims (“Release”) is made as of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, a(n) \_\_\_\_\_ (“Franchisee”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “Releasor”) in favor of PetNmind Franchising Group LLC, a Florida limited liability company (“Franchisor,” and together with Releasor, the “Parties”).

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (“Agreement”) pursuant to which Franchisee was granted the right to own and operate a Business (as defined in the Agreement);

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee, (enter into a successor franchise agreement) and Franchisor has consented to such transfer (agreed to enter into a successor franchise agreement); and

WHEREAS, as a condition to Franchisor’s consent to the transfer (Franchisee’s ability to enter into a successor franchise agreement), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor’s consent to the transfer (Franchisor entering into a successor franchise agreement), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, renewals and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries or related companies, divisions and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, renewals and assigns, and attorneys, and the spouses of such individuals (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of

the foregoing, all claims, liabilities, damages, expenses, actions or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business or their reputation.

4. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Florida.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorney fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, renewals, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

h. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

Dated: \_\_\_\_\_, 20\_\_

FRANCHISEE:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE'S OWNERS:

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



## **EXHIBIT E TO PETNMIND FRANCHISE AGREEMENT**

### **NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT**

This Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of PetNmind Franchising Group LLC, a Florida limited liability company, and its renewals and assigns (“us”), upon the terms and conditions set forth in this Agreement.

#### **1. Definitions.**

“*Competitive Business*” shall mean any and all businesses that are competitive with petNmind Businesses, including, without limitation, (a) any enterprise, entity, or individual that offers or is otherwise involved in or deals with any goods, products and/or services which are substantially similar to those products and services now or in the future authorized by us for sale at or from Businesses; and (b) any business granting franchises or licenses to others to operate the type of business specified herein, provided that any business which signs a franchise agreement with petNmind is not a “Competitive Business” for purposes of this agreement. Furthermore, the Restricted Parties shall not divert, or attempt to divert, any prospective customer to a Competing Business in any manner.

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Business, whether now in existence or created in the future.

“*Franchisee*” means the petNmind franchisee for whom you are an officer, director, employee or independent contractor.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of a Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Business, including “petNmind”, and any other trademarks, service marks or trade names that we designate for use by a Business. The term “Marks” also includes any distinctive trade dress used to identify a Business, whether now in existence or hereafter created.

“*Prohibited Activities*” means any or all of the following: (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our

affiliates or franchisees); and/or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

*“Restricted Period”* means the two (2) year period after you cease to be a manager of Franchisee’s Business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the *“Restricted Period”* means the one (1) year period after you cease to be a manager or officer of Franchisee’s Business.

*“Restricted Territory”* means the geographic area within: (i) a 25 mile radius from Franchisee’s Business (and including the address of primary operation); and (ii) a 25 mile radius from all other Business that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the *“Restricted Territory”* means the geographic area within a 15 mile radius from Franchisee’s Business (and including the premises of the store).

*“System”* means our system for the establishment, development, operation and management of a Business, including Know-how, proprietary programs and products, confidential operations manuals and operating system.

2. **Background.** You are an officer, director, or manager of Franchisee. As a result of this relationship, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Intellectual Property.** You agree: (i) you will not use the Know-how in any business or capacity other than Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time-to-time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager of Franchisee’s Business. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. **Unfair Competition During Relationship.** You agree not to unfairly compete with us at any time while you are a manager of Franchisee’s Business by engaging in any Prohibited Activities.

5. **Unfair Competition After Relationship.** You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply regarding a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited

Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. **Immediate Family Members.** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (*i.e.*, spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member

7. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

8. **Breach.** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other petNmind franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. **Miscellaneous.**

a. If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

b. This Agreement will be governed by, construed and enforced under the laws of Florida and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

d. You and we both believe ~~that the covenants in this Agreement~~ are reasonable in terms of scope, duration and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

## **EXHIBIT F TO PETNMIND FRANCHISE AGREEMENT**

### **SAMPLE CONFIDENTIALITY AGREEMENT**

This Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of PetNmind Franchising Group LLC, a Florida limited liability company, and its renewals and assigns (“us”), upon the terms and conditions set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

“*Business*” means a business that offers pet supplies and/or grooming services and any related products or services.

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Business, whether now in existence or created in the future.

“*Franchisee*” means the petNmind franchisee for whom you are an officer, director, employee or independent contractor.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of a Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Business, including “petNmind”, and any other trademarks, service marks or trade names that we designate for use by a Business. The term “Marks” also includes any distinctive trade dress used to identify a Business, whether now in existence or hereafter created.

“*System*” means our system for the establishment, development, operation and management of a Business, including Know-How, proprietary programs and products, confidential operations manuals and operating system.

2. **Background.** You are an employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Know-How and Intellectual Property.** You agree: (i) you will not use the Know-how in any business or capacity other than Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time-to-time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. **Immediate Family Members.** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (*i.e.*, spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

5. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

6. **Breach.** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other PetNmind franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. **Miscellaneous.**

- a. If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

- b. This Agreement will be governed by, construed and enforced under the laws of Florida and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.
- c. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

## **EXHIBIT G TO PETNMIND FRANCHISE AGREEMENT**

### **SAMPLE APPROVAL OF REQUESTED ASSIGNMENT**

This Approval of Requested Assignment ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between PetNmind Franchising Group LLC ("Franchisor"), \_\_\_\_\_ ("Former Franchisee"), and \_\_\_\_\_ ("New Franchisee").

#### **RECITALS**

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated \_\_\_\_\_, 20\_\_\_\_ ("Franchise Agreement"), in which Franchisor granted Franchisor the right to operate a petNmind franchise with a primary operating address of \_\_\_\_\_ ("Franchised Business"); and

WHEREAS, Former Franchisee desires to assign ("Requested Assignment") the Franchised Business to New Franchisee from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto covenant, promise and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("Franchisor's Assignment Fee").

2. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement.

3. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee's rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration or transfer of the Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement, which is attached to this Agreement as Attachment A.

4. New Franchise Agreement. New Franchisee shall execute Franchisor's current form of Franchise Agreement and attachments for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), which is attached to this Agreement as Attachment B, and any other required contracts for the operation of a petNmind franchise as stated in Franchisor's Franchise Disclosure Document.



5. Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three (3) year period following the execution of this Agreement.

6. Acknowledgment by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new franchise agreement for the Franchised Business. New Franchisee agrees that any claims, disputes or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee and shall not involve Franchisor.

7. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

8. Notices. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered.

9. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.

10. Affiliates. When used in this Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1933.

11. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed, as of the day and year first above written.

Dated: \_\_\_\_\_, 20\_\_\_\_

FRANCHISOR:

PETNMIND FRANCHISING GROUP LLC

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

FORMER FRANCHISEE:

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

NEW FRANCHISEE:

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT G TO PETNMIND FRANCHISE AGREEMENT**  
**Attachment A**

**(INSERT Termination and Release Agreement)**

**EXHIBIT G TO PETNMIND FRANCHISE AGREEMENT**  
**Attachment B**

**(INSERT New Franchise Agreement to be Signed)**

## **EXHIBIT H TO PETNMIND FRANCHISE AGREEMENT**

### **LEASE ADDENDUM**

This Addendum to Lease, dated \_\_\_\_\_, 20\_\_\_\_, is entered into by and between \_\_\_\_\_ (“Lessor”), and \_\_\_\_\_ (“Lessee”).

A. The parties hereto have entered into a certain Lease Agreement, dated \_\_\_\_\_, 20\_\_\_\_, and pertaining to the premises located at \_\_\_\_\_ (“Lease”).

B. Lessor acknowledges that Lessee intends to operate a petNmind franchise from the leased premises (“Premises”), pursuant to a Franchise Agreement (“Franchise Agreement”) with PetNmind Franchising Group LLC (“Franchisor”) under the name “petNmind” or other name designated by Franchisor (hereinafter referred to as “Franchised Business” or “Franchise Business”).

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

NOW THEREFORE, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

1, **Assignment.** Lessee shall have the right to assign all of its right, title and interest in the Lease to Franchisor or its parent, subsidiary, or affiliate (including another franchisee) at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor’s consent in accordance with the Collateral Assignment of Lease attached hereto as Attachment 1. However, no assignment shall be effective until the time as Franchisor or its designated affiliate gives Lessor written notice of its acceptance of the assignment, and nothing contained herein or in any other document shall constitute Franchisor or its designated subsidiary or affiliate a party to the Lease, or guarantor thereof, and shall not create any liability or obligation of Franchisor or its parent unless and until the Lease is assigned to, and accepted in writing by, Franchisor or its parent, subsidiary or affiliate. In the event of any assignment, Lessee shall remain liable under the terms of the Lease. Franchisor shall have the right to reassign the Lease to another franchisee without the Landlord’s consent in accordance with Section 3(a).

#### **2. Default and Notice.**

a. In the event there is a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and Franchisor written notice of the default or violation within a reasonable time after Lessor receives knowledge of its occurrence. If Lessor gives Lessee a default notice, Lessor shall contemporaneously give Franchisor a copy of the notice. Franchisor shall have the right, but not the obligation, to cure the default. Franchisor will notify Lessor whether it intends to cure the default and take an automatic assignment of Lessee’s interest as provided in Paragraph 4(a). Franchisor will have an additional 15 days from the expiration of Lessee’s cure period in which it may exercise the option, but it is not obligated, to cure the default or violation.

b. All notices to Franchisor shall be sent via registered or certified mail, postage prepaid, to the following addresses:

PetNmind Franchising Group LLC  
6578 N. State Road 7  
Coconut Creek, Florida 33073

Earsa R. Jackson, Esquire  
Clark Hill PLC  
901 Main Street, Suite 6000  
Dallas, Texas 75035

Franchisor may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees that it will notify both Lessee and Franchisor of any change in Lessor's mailing address to which notices should be sent.

c. Following Franchisor's approval of the Lease, Lessee agrees not to terminate, or in any way alter or amend the same, during the Term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent, and any attempted termination, alteration or amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

### **3. Termination or Expiration.**

a. Upon Lessee's default and failure to cure the default within the applicable cure period, if any, under either the Lease or the Franchise Agreement, Franchisor will, at its option, have the right, but not the obligation, to take an automatic assignment of Lessee's interest and at any time thereafter to re-assign the Lease to a new franchisee without Landlord's consent and to be fully released from any and all liability to Landlord upon the reassignment, provided the franchisee agrees to assume Lessee's obligations and the Lease.

b. Upon the expiration or termination of either the Lease or the Franchise Agreement, Landlord will cooperate with and assist Franchisor in securing possession of the Premises and if Franchisor does not elect to take an assignment of the Lessee's interest, Lessor will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the petNmind or petNmind trademarks and system, and to distinguish the Premises from a Franchised Business. In the event Franchisor exercises its option to purchase assets of Lessee, Lessor shall permit Franchisor to remove all the assets being purchased by Franchisor.

### **4. Consideration; No Liability.**

a. Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its Franchised Business and Lessee would not lease the Premises without this Addendum. Lessor also

hereby consents to the Collateral Assignment of Lease from Lessee to Franchisor as evidenced by Attachment 1.

b. Lessor further acknowledges that Lessee is not an agent or employee of Franchisor and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any affiliate of Franchisor, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against Franchisor or any affiliate of Franchisor.

5. **Amendments.** No amendment or variation of the terms of the Lease or this Addendum to the Lease shall be valid unless made in writing and signed by the parties hereto.

6. **Reaffirmation of Lease.** Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Agreement as though copies herein in full.

7. **Beneficiary.** Lessor and Lessee expressly agree that Franchisor is a third-party beneficiary of this Addendum.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month and first year written above.

LESSOR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT 1 TO LEASE ADDENDUM  
COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), the undersigned, \_\_\_\_\_, (“Assignor”) hereby assigns, transfers and sets over unto PetNmind Franchising Group LLC (“Assignee”) all of Assignor’s right, title and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as Exhibit A (“Lease”) regarding the premises located at \_\_\_\_\_.

This Collateral Assignment of Lease (“Assignment”) is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for a petNmind franchise between Assignee and Assignor (“Franchise Agreement”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and, in the event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to exercise the extension or renewal options

**IN WITNESS WHEREOF**, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first written above.

**[SIGNATURE PAGES TO FOLLOW]**



ASSIGNOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

PETNMIND FRANCHISING GROUP LLC

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT I TO MOLD RESPONSE TEAM FRANCHISE AGREEMENT**

**ACH PAYMENT AGREEMENT**

ACCOUNT NAME: \_\_\_\_\_  
CUSTOMER NUMBER: \_\_\_\_\_  
FRANCHISE NAME: \_\_\_\_\_

**AUTHORIZATION AGREEMENT FOR ACH Payments:**

(I/we) do hereby authorize PetNmind Franchising Group LLC, hereinafter named the “Franchisor”, to initiate (debit or credit) entries to (my/our) (Checking Account / Savings Account) as indicated and named below as the depository financial institution, hereafter named FINANCIAL INSTITUTION pursuant to the terms of the Franchise Agreement by and between us and the Franchisor.

(I/we) acknowledge that the origination of ACH transactions to my (my/our) account must comply with the provisions of U.S. law. Furthermore, if any such debit(s) should be returned NSF, (I/we) authorize the Franchisor to collect such debit(s) by electronic debit and subsequently collect a returned debit NSF fee of \$75.00 per item by electronic debit from my account identified below. In the event all funds and interests are not received by Franchisor within 15 days from presentment and intended withdrawal from our account by Franchisor, then we will be deemed in default of the Franchise Agreement. We further agree to pay all reasonable costs of collection including but not limited to reasonable attorney’s fees and court costs incurred by Franchisor. I am a duly authorized check signer on the financial institution account identified below, and authorize all of the above as evidenced by my signature below.

**CHECK (ACH) INFORMATION ROUTING NUMBER:**

ACCOUNT NUMBER: \_\_\_\_\_  
DEPOSITORY NAME: \_\_\_\_\_  
BRANCH: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_  
FIRST NAME/LAST NAME: \_\_\_\_\_  
BILLING ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_  
CUSTOMER NUMBER: \_\_\_\_\_  
SIGNATURE ON FILE: \_\_\_\_\_  
PHONE OR EMAIL APPROVAL AUTHORIZATION NUMBER: \_\_\_\_\_

FRANCHISEE: \_\_\_\_\_

**EXHIBIT J TO MOLD RESPONSE TEAM FRANCHISE AGREEMENT**

**SBA ADDENDUM**



## ADDENDUM TO FRANCHISE<sup>1</sup> AGREEMENT

**THIS ADDENDUM** ("Addendum") is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Franchisor"), located at \_\_\_\_\_, and \_\_\_\_\_ ("Franchisee"), located at \_\_\_\_\_.

Franchisor and Franchisee entered into a Franchise Agreement on \_\_\_\_\_, 20\_\_\_\_, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

### CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

### FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional

<sup>1</sup> While relationships established under license, jobber, dealer and similar agreements are not generally described as "franchise" relationships, if such relationships meet the Federal Trade Commission's (FTC's) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

renewals) for fair market value.

#### COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

#### EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

#### Authorized Representative of FRANCHISOR:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### Authorized Representative of FRANCHISEE:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Note to Parties:** This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements

Effective Date: January 1, 2018

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**EXHIBIT B TO PETNMIND FRANCHISING GROUP LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

**AREA DEVELOPMENT AGREEMENT**

This Area Development Agreement (the “Area Development Agreement” or the “Addendum”) is effective on \_\_\_\_\_, \_\_\_\_\_ (“Agreement Date”) and amends and is incorporated into the Franchise Agreement between the parties dated \_\_\_\_\_. The parties to this Addendum are PetNmind Franchising Group LLC , a Florida limited liability company, with our principal office located at 6578 N. State Road 7, Coconut Creek, Florida 33073 (referred to in this Addendum as “we,” “us” or “our”) and \_\_\_\_\_, whose principal \_\_\_\_\_ address \_\_\_\_\_ is \_\_\_\_\_ (referred to in this Addendum as “you,” “your” or “Developer”).

**INTRODUCTION**

Through the expenditure of considerable time and effort, we and our affiliates have developed a distinctive system for the development and operation of businesses that, using our System, Marks and Copyrights, offer and sell the Products and Services we designate or approve (the “Business(es)”). We appoint certain persons who meet our standards and qualifications, and who are willing to undertake special efforts, the rights to own and operate a Business franchise (“Unit Franchises”). Unit Franchises are granted under our Franchise Agreement, a form of which is attached as an exhibit to our Franchise Disclosure Document. In some instances, we appoint certain persons who meet our standards and qualifications and who are willing to undertake special efforts the right to develop and operate one or Businesses (“Development Businesses”) within a defined geographic area. Individuals or entities granted Unit Franchises are referred to as “Franchisees”. Individuals or entities granted the right to own and operate Area Development Businesses are referred to as “Area Developers.” By signing this Addendum, you are becoming and serving as one of our Area Developers for the operation of a Development Business. The Businesses you will operate are sometimes referred to as “Your Business(es).”

You have applied to own and operate a Development Business. We grant to you the right to operate a Development Business subject to the terms and conditions, promises, representations, warranties and acknowledgements contained in this Addendum. You and we agree as follows:

1. **Development Rights.** If you are in full compliance with all of the provisions of this Addendum and all of the Franchise Agreements referenced in this Addendum, then during the term of this Addendum, we will grant to you a separate “Development Area” for each Unit Franchise under your Development Schedule. Each separate Development Area will be the same as the Site Selection Area for that Unit Franchise under its corresponding Franchise Agreement. A map showing each separate Development Area may be attached as an Exhibit to this Addendum. In case of any variation, the Site Selection Areas in the Franchise Agreements control. During the term of this Addendum, we will not ourselves open or operate, or grant to another the right to open or operate a Unit Franchise with a Site in the Development Area. However, the foregoing will not apply to any Unit Franchises that have been previously granted rights, which have Sites or the right

to have Sites in the Development Area, or if we or our affiliate(s) currently operate one or more Businesses at Sites in the Development Area (individually or collectively, “Pre-Existing Sites”). If there are any Pre-Existing Sites in your Development Areas, we will list them on an exhibit to this Addendum,

2. **Development Schedule.** Your Development Schedule is:

Franchise Unit	Franchisee Entity/ Franchise Owner	Agreement Date	Site Selection Date*	Required Opening Date	Date Franchise Fee is Due
Total number of Franchise Units Under Development Agreement:					

This Development Schedule modifies any corresponding dates in each applicable Franchise Agreement. Strict compliance with the Development Schedule is the essence of this Addendum .

3. **Termination of Development Areas.** Each Development Area for each Unit Franchise is terminated on the sooner of when its Site is selected or the required Site Selection Date for that Unit Franchise specified in the Development Schedule. If you fail to comply with the Site Selection requirements in the Franchise Agreement with respect to any Site, the Development Area for that Unit Franchise immediately terminates. Also, if a Business operated by any Unit Franchise under the Development Schedule is permanently closed after having been opened, you agree to develop and open a within the original Site Selection Area for that Unit Franchise within 1 year from the date of its closure. We in our sole discretion determine the date of its closure for purposes of establishing such 1 year period.

4. **Termination of Addendum.** This Addendum terminates in its entirety on earlier of (a) the last Site Selection Date specified in in the Development Schedule, (b) the actual selection of the last Site under the Development Schedule, or (c) if terminated due to your breach of this Addendum or any of your Franchise Agreements. In addition, if you are unable to comply with the any Site Selection and/or Opening Date defined in the Development Schedule, we may, in our sole discretion, terminate this Addendum in its entirety, or in part. In case of termination of this Addendum in its entirety, such termination will terminate all development rights in the Development Areas, and terminate the Development Areas and void the Development Schedule. In that instance, the terms of the Franchise Agreements, without regard for this Addendum will control. You are not entitled to any refunds whatsoever if we terminate this Addendum or any Development Area. If for any reason we, in our sole discretion designate one unitary Development Area for multiple Unit Franchises, or allow any of your Development Areas or Site Selection Areas to overlap, we, in our sole discretion will determine what portion of the Development Area and/or

Site Selection Area terminates upon the selection of each Site, or your failure select a Site in compliance with the Franchise Agreement. Any breach of this Addendum by you will also constitute a material breach of the Franchise Agreements and we may, in our sole discretion, do any of the following: terminate this Addendum; terminate any of your Franchise Agreements under which you have not timely and properly elected a Site, or take any other action allowed us in the vent of your breach under any individual or all of your Franchise Agreements.

5. **Rights Retained.** We retain all rights not expressly granted to you under this Addendum. Our reservation of rights is more fully described in your Franchise Agreement. Other than what is expressly granted under this Addendum, we have no obligation to offer you any right of first refusal, or rights to acquire any additional or contiguous Unit Franchises, expansion of any Development Area or Site Selection Areas or any additional Area Development rights whatsoever.

6. **No Successor or Renewal Rights.** You do not have the right to renew this Addendum or your rights under it.

7. **Precedence and Defined Terms.** This Addendum amends, modifies, and supersedes the terms of, and is an integral part of each of the Franchise Agreements indicated in the Development Schedule. Capitalized terms in this Addendum which are not otherwise defined in this Addendum have the same meanings as defined in our form of Franchise Agreement. Except as otherwise indicated in the Addendum, all other terms and conditions of the Franchise Agreements remain unmodified and in full force and effect. Terms of the introduction are integral parts of this Addendum.

FRANCHISOR:

PETNMIND FRANCHISING GROUP LLC  
doing business as petNmind

By: \_\_\_\_\_  
Name: Adrian Archie  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

Delivery Addresses for Notices:

PetNmind Franchising Group LLC  
6578 N. State Road 7  
Coconut Creek, Florida 33073

Evan M. Goldman, Esquire  
A.Y. Strauss LLC  
101 Eisenhower Parkway, Suite 412  
Roseland, New Jersey 07068

FRANCHISEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Delivery Addresses for Notices:



**EXHIBIT C TO PETNMIND FRANCHISING GROUP LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

**FINANCIAL STATEMENTS**

PETNMIND FRANCHISING GROUP, LLC.

Financial Statements

December 31, 2021

(With Independent Auditors'  
Report Thereon)

**SMITH, BUZZI & ASSOCIATES, LLC.**  
**CERTIFIED PUBLIC ACCOUNTANTS**  
9425 SUNSET DRIVE, SUITE 180  
MIAMI, FLORIDA 33173  
TEL. (305) 598-6701  
FAX (305) 598-6716

JULIO M. BUZZI, C.P.A.  
JOSE E. SMITH, C.P.A.

MEMBERS:  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITORS' REPORT**

To the Members of  
Petnmind Franchising Group, LLC.

***Report on the Financial Statements***

We have audited the accompanying financial statements of Petnmind Franchising Group, LLC., which comprise the balance sheet as of December 31, 2021 and the related statements of operations and members' equity and cash flows for the period June 4, 2021 to December 31, 2021 and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an

-1-

opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Petnmind Franchising Group, LLC., as of December 31, 2021 and the results of its operations and cash flows for the period June 4, 2021 to December 31, 2021 in conformity with accounting principles generally accepted in the United States of America.

*Smith, Burgin & Associates, LLC.*

Miami, Florida  
June 2, 2022

PETNMIND FRANCHISING GROUP, LLC.

Balance Sheet

December 31, 2021

Assets

Cash	\$ <u>991</u>
Total assets	\$ <u><u>991</u></u>

Liabilities and Members' Equity

Liabilities:	
Deferred franchise fee	\$ -
Members' Equity	<u>991</u>
Total Members' Equity	<u>991</u>
Total Liabilities and Members' Equity	\$ <u><u>991</u></u>

See accompanying notes to financial statements.

PETNMIND FRANCHISING GROUP, LLC.  
Statement of Operations and Members' Equity  
For the Period June 4, 2021 to December 31, 2021

Revenues:	
Franchise sales	\$ -
Franchise royalties	<u>-</u>
Revenues	-
Expenses:	
Bank fees	<u>8</u>
Total expenses	<u>8</u>
Net income (loss)	(8)
Distributions, net	(26,000)
Members' Equity (deficit), beginning of period	<u>26,999</u>
Members' Equity (deficit), end of period	<u>\$ 991</u>

See accompanying notes to financial statements.

PETNMIND FRANCHISING GROUP, LLC.

Statement of Cash Flows

For the Period June 4, 2021 to December 31, 2021

Cash flows from operating activities:	
Net income (loss)	\$ (8)
Adjustments to reconcile net income to net cash provided by operating activities:	
Amortization expense	-
(Increase) decrease in assets:	
Accounts receivable	-
Increase (decrease) in liabilities:	
Deferred revenues	-
	<u>-</u>
Net cash used by operating activities	<u>(8)</u>
Cash flows from investing activities:	
Fixed asset acquisitions, net	<u>-</u>
Net cash provided by investing activities	<u>-</u>
Cash flows from financing activities:	
Distributions, net	<u>(26,000)</u>
Net cash provided by financing activities	<u>(26,000)</u>
Net decrease in cash and cash equivalents	(26,008)
Cash and cash equivalents, beginning of period	<u>26,999</u>
Cash and cash equivalents, end of period	<u>\$ 991</u>
Supplementary disclosure of cash flow information:	
Cash paid during the period for:	
Interest	<u>\$ -</u>
Income taxes	<u>\$ -</u>

See accompanying notes to financial statements.



PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

December 31, 2021

**1. Summary of Significant Accounting Policies**

PetnMind Franchising Group, LLC. ("Company") was formed in the State of Florida in October 2019. The principal purpose of the Company is to offer and sell franchises that provide retail stores with all natural and holistic pet nutrition, pet supplies and self-service dog wash.

**a) Method of Accounting**

Assets and liabilities and revenue and expenses are recognized on the accrual basis of accounting.

**b) Property and Equipment**

Property and equipment are stated at cost. Depreciation is computed using the straight line method of depreciation over the estimated useful life of the assets, which are 5 years.

For federal income tax purposes, depreciation is computed using the appropriate accelerated methods allowed for tax purposes.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

**c) Franchise Revenues**

Income is principally comprised of revenues earned by the Company as part of the franchise sales to customers. Additional revenues earned by the Company are expected from the sales of marketing materials and other services to the franchisees and royalties.

The Company recognizes its franchise revenues in accordance with Statement of Financial Accounting Standards ASC 606, which allows that franchise fees from area franchise sales be recognized, net of an allowance for uncollectible amounts, if the initial "franchise fee" is distinct from the franchise license. Franchise fees related to licenses are deferred over the life of the agreement. Other components of the fee are deferred and recognized as other obligations of the agreement or conditions relating to the sale have been substantially performed or satisfied by the franchisor. Generally, these services include training, support in approving franchisee's site selection and delivery of franchisee's initial inventory for use in the operations of the franchise. Franchise fees are recognized as revenue when all material services and conditions have been substantially completed or satisfied and no other material conditions or obligations related to the determination of substantial performance exist. These services, as defined above, are substantially complete prior to opening of a store. Revenue is recognized when the store opens.



PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

December 31, 2021

1. Summary of Significant Accounting Policies - (Cont.)

c) Franchise Revenues (Cont.)

The Company recognizes revenue when all of the following four criteria are met:

- persuasive evidence of a sales arrangement exists
- all material obligations have been provided
- the sales price is fixed or determinable and
- collectability is probable

The individual franchise agreements typically have a set year initial term, but provide the franchisee with an opportunity to enter into renewal terms subject to certain conditions.

d) Accounts Receivable

Trade accounts receivable consist of amounts due for franchise sales, will be carried at their estimated collectible amounts and trade credit will be generally extended on a short-term basis; thus trade receivables do not bear interest. Trade accounts receivable are to be periodically evaluated for collectibility based on past credit history with customers and their current financial condition.

The Company will use the reserve method of accounting for bad debts for financial reporting purposes and the direct write-off method for income tax purposes. Trade accounts receivable are charged against the allowance account when such receivables are deemed to be uncollectible. Management considers all unreserved accounts receivable to be collectible. As of December 31, 2021, a total of \$0 in accounts were reserved.

e) Income Taxes

The Company filed an election with the Internal Revenue service to be treated as a Limited Liability Corporation ("LLC") for all its taxable years. An LLC is not subject to corporate income tax. The Company's taxable income or loss and tax credits pass through to the members.

f) Cash Flows

For purposes of the statement of cash flows, cash equivalents consist of cash on hand and in banks.

PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

December 31, 2021

1. Summary of Significant Accounting Policies - (Cont.)

g) Pervasiveness of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

h) Long-Lived Assets

The Company reviews the carrying value of its long lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. No adjustment has been provided for in the financial statements.

i) Concentration of Credit Risk

The Company maintains cash in checking accounts with federally insured banks.

2. Property and Equipment

Property and equipment at December 31, 2021, consists of the following:

Computer	\$	-
Office furniture and equipment		-
		-
Less accumulated depreciation		-
	\$	-

Depreciation expense for the period ended on December 31, 2021 amounted to \$0.

PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

December 31, 2021

**3. Franchise Sales and Agreements**

The Company started offering franchises in January 2020. As of December 31, 2021, no franchises have been recorded as sold.

The Company enters into franchise agreements with its franchisees. Company's franchise agreements require the Company to provide various items to franchisees including, but not limited to, marketing and operational support.

**4. Subsequent Events**

Management has evaluated subsequent events through June 2, 2022, the date at which the financial statements were available for issue and does not believe that there are any subsequent events that require adjustment or disclosure in the accompanying financial statements.

PETNMIND FRANCHISING GROUP, LLC.

Financial Statements

June 3, 2021 and December 31, 2020

(With Independent Auditors'  
Report Thereon)

**SMITH, BUZZI & ASSOCIATES, LLC.**  
**CERTIFIED PUBLIC ACCOUNTANTS**  
9425 SUNSET DRIVE, SUITE 180  
MIAMI, FLORIDA 33173  
TEL. (305) 598-6701  
FAX (305) 598-6716

JULIO M. BUZZI, C.P.A.  
JOSE E. SMITH, C.P.A.

MEMBERS:  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITORS' REPORT**

To the Members of  
PetnMind Franchising Group, LLC.

***Report on the Financial Statements***

We have audited the accompanying financial statements of PetnMind Franchising Group, LLC., which comprise the balance sheets as of June 3, 2021 and December 31, 2020 and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an

opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial positions of PetnMind Franchising Group, LLC., as of June 3, 2021 and December 31, 2020 in conformity with accounting principles generally accepted in the United States of America.

*Smith, Buggie & Associates, LLC.*

Miami, Florida  
June 7, 2021



PETNMIND FRANCHISING GROUP, LLC.

Balance Sheet

June 3, 2021 and December 31, 2020

	<u>June 3, 2021</u>	<u>December 31, 2020</u>
<u>Assets</u>		
Cash	\$ <u>26,999</u>	<u>(245)</u>
Total assets	\$ <u>26,999</u>	<u>(245)</u>
 <u>Liabilities and Members' Equity</u>		
Liabilities	\$ -	-
Members' Equity	<u>26,999</u>	<u>(245)</u>
Total Members' Equity	<u>26,999</u>	<u>(245)</u>
Total Liabilities and Members' Equity	\$ <u>26,999</u>	<u>(245)</u>

See accompanying notes to financial statements.

PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

June 3, 2021 and December 31, 2020

1. **Summary of Significant Accounting Policies**

Petnmind Franchising Group, LLC. ("Company") was formed in the State of Florida in October 2019. The principal purpose of the Company is to offer and sell franchises that provide retail stores with all natural and holistic pet nutrition, pet supplies and self-service dog wash.

a) **Method of Accounting**

Assets and liabilities and revenue and expenses are recognized on the accrual basis of accounting.

b) **Property and Equipment**

Property and equipment are stated at cost. Depreciation is computed using the straight line method of depreciation over the estimated useful life of the assets, which are 5 years.

For federal income tax purposes, depreciation is computed using the appropriate accelerated methods allowed for tax purposes.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred.

c) **Franchise Revenues**

Income is principally comprised of revenues earned by the Company as part of the franchise sales to customers. Additional revenues earned by the Company are expected from the sales of marketing materials and other services to the franchisees and royalties.

The Company recognizes its franchise revenues in accordance with and has adopted the provisions of Statement of Financial Accounting Standards ASC 606, Revenues from Contracts with Customers ("ASC 606") which allows that franchise fees from area franchise sales be recognized, net of an allowance for uncollectible amounts, if the initial franchise fee is distinct from the franchise license. Other components of the fee are deferred and recognized as other obligations of the agreement or conditions relating to the sale have been substantially performed or satisfied by the franchisor. Generally, these services include training, support in approving franchisee's site selection and delivery of franchisee's initial inventory for use in the operations of the franchise.



PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

June 3, 2021 and December 31, 2020

1. Summary of Significant Accounting Policies - (Cont.)

d) Accounts Receivable

Trade accounts receivable consist of amounts due for franchise sales, are carried at their estimated collectible amounts and trade credit is generally extended on a short-term basis; thus trade receivables do not bear interest. Trade accounts receivable are periodically evaluated for collectability based on past credit history with customers and their current financial condition.

The Company uses the reserve method of accounting for bad debts for financial reporting purposes and the direct write-off method for income tax purposes. Trade accounts receivable are charged against the allowance account when such receivables are deemed to be uncollectible. Management considers all unreserved accounts receivable to be collectible. As of June 3, 2021 and December 31, 2020, a total of \$0 in accounts were reserved.

e) Income Taxes

The Company filed an election with the Internal Revenue service to be treated as a Limited Liability Corporation ("LLC") for all its taxable years. An LLC is not subject to corporate income tax. The Company's taxable income or loss and tax credits pass through to the members.

f) Cash Flows

For purposes of the statement of cash flows, cash equivalents consist of cash on hand and in banks.

g) Pervasiveness of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

June 3, 2021 and December 31, 2020

1. Summary of Significant Accounting Policies - (Cont.)

h) Long-Lived Assets

The Company reviews the carrying value of its long lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. No adjustment has been provided for in the financial statements.

i) Concentration of Credit Risk

The Company maintains cash in checking accounts with federally insured banks.

3. Property and Equipment

Property and equipment at June 3, 2021 and December 31, 2020 consists of the following:

	<u>June 3, 2021</u>	<u>December 31, 2020</u>
Computer	\$ -	-
Office furniture and equipment	-	-
	<u>-</u>	<u>-</u>
Less accumulated depreciation	<u>-</u>	<u>-</u>
	<u>\$ -</u>	<u>-</u>

Depreciation expense for the periods ended on June 3, 2021 and December 31, 2020 amounted to \$0.

PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

June 3, 2021 and December 31, 2020

**4. Franchise Sales and Agreements**

The Company started offering franchises in January of 2020. As of June 3, 2021 and December 31, 2020, no franchises have been recorded as sold.

The Company enters into franchise agreements with its franchisees. Company's franchise agreements require the Company to provide various items to franchisees including, but not limited to, marketing and operational support.

**5. Subsequent Events**

Management has evaluated subsequent events through June 7, 2021, the date at which the financial statements were available for issue and does not believe that there are any subsequent events that require adjustment or disclosure in the accompanying financial statements.

PETNMIND FRANCHISING GROUP, LLC.

Financial Statements

January 9, 2020

(With Independent Auditors'  
Report Thereon)

**SMITH, BUZZI & ASSOCIATES, LLC.**  
**CERTIFIED PUBLIC ACCOUNTANTS**  
**9425 SUNSET DRIVE, SUITE 180**  
**MIAMI, FLORIDA 33173**  
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JULIO M. BUZZI, C.P.A.  
JOSE E. SMITH, C.P.A.

MEMBERS:  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

**INDEPENDENT AUDITORS' REPORT**

To the Members of  
Petnmind Franchising Group, LLC.

***Report on the Financial Statements***

We have audited the accompanying financial statements of Petnmind Franchising Group, LLC., which comprise the balance sheet as of January 9, 2020 and the related notes to the financial statements.

***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

***Auditors' Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an

opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PetnMind Franchising Group, LLC., as of January 9, 2020 in conformity with accounting principles generally accepted in the United States of America.

*Smith, Buggis & Associates, LLC.*

Miami, Florida  
January 10, 2020

PETNMIND FRANCHISING GROUP, LLC.

Balance Sheet

January 9, 2020

Assets

Cash	\$ <u>9,035</u>
Total assets	\$ <u>9,035</u>

Liabilities and Members' Equity

Liabilities	\$ -
Members' Equity	<u>9,035</u>
Total Members' Equity	<u>9,035</u>
Total Liabilities and Members' Equity	\$ <u>9,035</u>

See accompanying notes to financial statements.



PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

January 9, 2020

1. Summary of Significant Accounting Policies

Petnmind Franchising Group, LLC. ("Company") was formed in the State of Florida in October 2019. The principal purpose of the Company is to offer and sell franchises that provide retail stores with all natural and holistic pet nutrition, pet supplies and self-service dog wash.

a) Method of Accounting

Assets and liabilities and revenue and expenses are recognized on the accrual basis of accounting.

b) Property and Equipment

Property and equipment will be stated at cost. Depreciation will be computed using the straight line method of depreciation over the estimated useful life of the assets, which are 5 years.

For federal income tax purposes, depreciation will be computed using the appropriate accelerated methods allowed for tax purposes.

Expenditures for major renewals and betterments that extend the useful lives of property and equipment will be capitalized. Expenditures for maintenance and repairs will be charged to expense as incurred.

c) Franchise Revenues

Income will principally be comprised of revenues earned by the Company as part of the franchise sales to customers. Additional revenues earned by the Company are expected from the sales of marketing materials and other services to the franchisees and royalties.

The Company recognizes its franchise revenues in accordance with Statement of Financial Accounting Standards No. 45, which requires that franchise fees from area franchise sales be recognized, net of an allowance for uncollectible amounts, only when all material services or conditions relating to the sale have been substantially performed or satisfied by the franchisor. Generally, these services include training, support in approving franchisee's site selection and delivery of franchisee's initial inventory for use in the operations of the franchise.



PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

January 9, 2020

1. Summary of Significant Accounting Policies - (Cont.)

d) Accounts Receivable

Trade accounts receivable will consist of amounts due for franchise sales, will be carried at their estimated collectible amounts and trade credit will be generally extended on a short-term basis; thus trade receivables do not bear interest. Trade accounts receivable are to be periodically evaluated for collectibility based on past credit history with customers and their current financial condition.

The Company will use the reserve method of accounting for bad debts for financial reporting purposes and the direct write-off method for income tax purposes. Trade accounts receivable are charged against the allowance account when such receivables are deemed to be uncollectible. Management considers all unreserved accounts receivable to be collectible. As of January 9, 2020, a total of \$0 in accounts were reserved.

e) Income Taxes

The Company filed an election with the Internal Revenue service to be treated as a Limited Liability Corporation ("LLC") for all its taxable years. An LLC is not subject to corporate income tax. The Company's taxable income or loss and tax credits pass through to the members.

f) Cash Flows

For purposes of the statement of cash flows, cash equivalents consist of cash on hand and in banks.

g) Pervasiveness of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

January 9, 2020

1. Summary of Significant Accounting Policies - (Cont.)

h) Long-Lived Assets

The Company reviews the carrying value of its long lived assets for possible impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may not be recoverable. No adjustment has been provided for in the financial statements.

i) Concentration of Credit Risk

The Company maintains cash in checking accounts with federally insured banks.

2. Franchisee Supplies

Franchisees purchase the initial and on-going inventory needed for the operation of their business directly from the Company or an approved supplier. The Company is expected to maintain sufficient inventory for all products offered, for immediate delivery to new and existing franchisees. The Company is scheduled to start offering franchises in January 2020. Franchisee related inventory or supplies were not considered at the time of this audit.

PETNMIND FRANCHISING GROUP, LLC.

Notes to Financial Statements

January 9, 2020

3. Property and Equipment

Property and equipment at January 9, 2020, consists of the following:

Computer	\$	-
Office furniture and equipment		-
		-
Less accumulated depreciation		-
	\$	-

Depreciation expense for the period ended on January 9, 2020 amounted to \$0.

4. Franchise Sales and Agreements

The Company is scheduled to start offering franchises in January of 2020. As of January 9, 2020, since the Company has not started selling franchises, no franchises have been recorded as sold.

The Company will enter into franchise agreements with its franchisees. Company's franchise agreements require the Company to provide various items to franchisees including, but not limited to, marketing and operational support.

5. Subsequent Events

Management has evaluated subsequent events through January 10, 2020, the date at which the financial statements were available for issue and does not believe that there are any subsequent events that require adjustment or disclosure in the accompanying financial statements.

**EXHIBIT D TO PETNMIND FRANCHISING GROUP LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF CURRENT AND FORMER FRANCHISEES**

**List of Franchised Businesses**

None

**List of Corporate or Affiliate-Owned Businesses**

Adrian Archie  
PetNmind Franchising Group LLC  
6578 N. State Road 7  
Coconut Creek, Florida 33073  
Tel: 202-423-0664

**Former Franchisees**

None

**EXHIBIT E TO PETNMIND FRANCHISING GROUP LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

**CONFIDENTIAL OPERATIONS MANUAL**  
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**EXHIBIT F TO PETNMIND FRANCHISING GROUP LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

**LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS**

### **State Administrators**

#### **California**

Department of Business Oversight  
1515 K Street  
Sacramento, California 95814  
(916) 445-7205  
(Toll Free) (866) 275-2677

#### **Hawaii**

Commissioner of Securities  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813  
(808) 586-2722

#### **Illinois**

Illinois Franchise Development  
Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706  
(217) 782-4465

#### **Indiana**

Indiana Chief Deputy Commissioner  
Secretary of State  
Franchise Section – Securities Division  
301 W. Washington Street, Room E-111  
Indianapolis, Indiana 46204  
(317) 232-6681

#### **Maryland**

Office of the Attorney General  
Securities Division  
200 Saint Paul Place  
Baltimore, Maryland 21202  
(410) 576-7044

#### **Michigan**

Michigan Franchise Administrator  
Consumer Protection Division  
Attention: Franchise Examiner  
670 Law Building  
Lansing, Michigan 48913  
(517) 335-7567

### **State Agents for Service of Process**

#### **California**

Department of Business Oversight  
1515 K Street  
Sacramento, California 95814

#### **Hawaii**

Commissioner of Securities  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813

#### **Illinois**

Illinois Franchise Development  
Illinois Attorney General  
500 South Second Street  
Springfield, Illinois 62706

#### **Indiana**

Indiana Chief Deputy Commissioner  
Secretary of State  
Franchise Section – Securities Division  
301 W. Washington Street, Room E-111  
Indianapolis, Indiana 46204

#### **Maryland**

Office of the Attorney General  
Securities Division  
2000 Saint Paul Place  
Baltimore, Maryland 21202

#### **Michigan**

Not Applicable

**Minnesota**

Minnesota Franchising Examiner  
Minnesota Department of Corporations  
133 East Seventh Street  
St. Paul, Minnesota 55101  
(612)295-6328

**New York**

NYS Department of Law  
28 Liberty Street , 21st Floor  
New York, New York 10005  
(212) 416-8236

**North Dakota**

North Dakota Securities Department  
600 East Boulevard State Capitol  
Fifth Floor, Dep't 414  
Bismarck, North Dakota 58505  
(701) 328-4712

**Rhode Island**

Rhode Island Securities Examiner  
Division of Securities  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920  
(401) 462-9500

**South Dakota**

South Dakota Franchise Administrator  
Division of Securities  
Department of Labor & Regulation  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501  
(605)773-4013

**Virginia**

Virginia Chief Examiner  
State Corporation Commissioner  
Division of Securities and Retail Franchising  
1220 Bank Street  
Richmond, Virginia 23219  
(804)786-7751

**Minnesota**

Minnesota Franchising Examiner  
Minnesota Department of Corporations  
133 East Seventh Street  
St. Paul, Minnesota 55101

**New York**

Secretary of State of New York  
99 Washington Avenue  
Albany, New York 12231

**North Dakota**

North Dakota Securities Department  
600 East Boulevard State Capitol  
Fifth Floor, Dep't 414  
Bismarck, North Dakota 58505

**Rhode Island**

Rhode Island  
Department of Business Regulation  
Division of Securities  
1511 Pontiac Avenue  
Cranston, Rhode Island 02920

**South Dakota**

Director, Division of Securities  
124 S. Euclid, Suite 104  
Pierre, South Dakota 57501

**Virginia**

Clerk of the State Corporation Commissioner  
P.O. Box 1197  
Richmond, Virginia 23219

**Washington**

Washington Securities Administrator  
Securities Division  
P.O Box 9033  
Olympia, Washington 98507  
(360)902-8760

**Wisconsin**

Wisconsin Commissioner of Securities  
Registration Division  
P.O. Box 1768  
Madison, Wisconsin 53101  
(608)266-8559

**Washington**

Director of Licensing  
Securities Division  
150 Israel Road  
Turnwater, Washington 95801

**Wisconsin**

Wisconsin Commissioner of Securities  
Office of the Commissioner of Securities  
101 East Wilson Street  
Madison, Wisconsin 53702

**EXHIBIT G TO PETNMIND FRANCHISING GROUP LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

**FRANCHISE DISCLOSURE QUESTIONNAIRE**

## FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, PetNmind Franchising Group LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation a Business (as defined in this Franchise Disclosure Document). The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your Initial Franchise Fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer in the table provided below.

- |    |          |         |  |
|----|----------|---------|--|
| 1. | Yes ____ | No ____ | Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?  |
| 2. | Yes ____ | No ____ | Have you received and personally reviewed the Franchise Disclosure Document we provided  |
| 3. | Yes ____ | No ____ | Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?  |
| 4. | Yes ____ | No ____ | Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?  |
| 5. | Yes ____ | No ____ | Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor or have you had the opportunity for such review and chosen not to engage such professionals?   |
| 6. | Yes ____ | No ____ | Have you discussed the benefits and risks of developing and operating a Business with an existing petNmind franchisee?   |
| 7. | Yes ____ | No ____ | Do you understand the risks of developing and operating a Business?  |
| 8. | Yes ____ | No ____ | Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors? |
| 9. | Yes ____ | No ____ | Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated,   |

mediated, and/or arbitrated in Florida, if not resolved informally or by mediation?

10. Yes \_\_\_\_ No \_\_\_\_ Do you understand that you must satisfactorily complete the initial training course before we will allow your Store to open or consent to a transfer?
11. Yes \_\_\_\_ No \_\_\_\_ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Business, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12. Yes \_\_\_\_ No \_\_\_\_ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13. Yes \_\_\_\_ No \_\_\_\_ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Business will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
14. Yes \_\_\_\_ No \_\_\_\_ Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?
15. Yes \_\_\_\_ No \_\_\_\_ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

EXPLANATION OF ANY NEGATIVE RESPONSE  
(REFER TO QUESTION NUMBER)

Questionnaire Number	Explanation of Negative Response

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT H TO PETNMIND FRANCHISING GROUP LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

**STATE ADDENDA AND AGREEMENT RIDERS**

**ADDENDUM TO PETNMIND FRANCHISING GROUP LLC  
FRANCHISE DISCLOSURE DOCUMENT  
REQUIRED BY THE STATE OF NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or

misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Other than these bankruptcy actions, neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchisee fee constitutes part of our general operating funds and will be used as such in our discretion.

5. Item 17, “Renewal, Termination, Transfer, and Dispute Resolution,” shall be amended by deleting “d,” “j” and “w,” and the following “d,” “j” and “w,” shall be substituted in lieu thereof:

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
d. Termination by franchisee None	None	Material default by us and compliance with post-termination obligations. Pursuant to New York General Business Law, the Franchisee may terminate the Franchise Agreement upon any grounds available by law.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
j. Assignment of contract by franchisor	Section 9.1	<p>No restriction on our right to transfer or assign the Franchise Agreement so long as the assignee is: (1) financially responsible, (ii) capable of performing under the Franchise Agreement, and (iii) expressly assumes obligations under the Franchise Agreement.</p> <p>No assignment will be made except to an assignee who, in Franchisor's judgment, is willing and able to assume the Franchisor's obligations under the Franchise Agreement.</p>

**AMENDMENT TO THE FRANCHISE AGREEMENT  
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and the regulations promulgated thereunder (N.Y. Comp. Code R. § Regs. tit 13, §§ 200.1 through 201.16), the parties to the attached PetNmind Franchising Group LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Under Section 4.6.2 of the Agreement, under the heading “Renewal,” the subsection 4.6.2(e) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

4.6.2(e)            You shall execute a general release, in a form satisfactory to Us, with respect to any and all claims, known or unknown, that You might have against Us or our subsidiaries, or affiliates, or their respective officers, directors, agents, or employees, provided, however, that all rights enjoyed by You and any causes of action arising in Your favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

2. Under Section 9.3 of the Agreement, under the heading “Conditions of Transfer,” the subsection 9.3(c) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

(c)                    That the transferor shall have executed a general release, in a form prescribed by petNmind, of any and all claims against petNmind and its affiliates, and their respective officers, directors, agents, shareholders, and employees, provided, however, that all rights enjoyed by Franchisee/transferor, and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

5. There are circumstances in which an offering be made by PetNmind Franchising Group LLC , would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed in New York if Franchisee is domiciled in New York or the Business will be opening in New York. PetNmind Franchising Group LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed this New York Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

FRANCHISEE:

PETNMIND FRANCHISING GROUP LLC  
doing business as petNmind

By: \_\_\_\_\_  
Name: Adrian Archie  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Delivery Addresses for Notices:

Delivery Addresses for Notices:

PetNmind Franchising Group LLC  
6578 N. State Road 7  
Coconut Creek, Florida 33073

Evan M. Goldman, Esquire  
A.Y. Strauss LLC  
101 Eisenhower Parkway, Suite 412  
Roseland, New Jersey 07068

**EXHIBIT I TO PETNMIND FRANCHISING GROUP LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

**State Effective Dates**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

<b><u>State</u></b>	<b><u>Effective Date</u></b>
California	N/A
Hawaii	N/A
Illinois	N/A
Indiana	N/A
Maryland	N/A
Michigan	N/A
Minnesota	N/A
New York	N/A
North Dakota	N/A
Rhode Island	N/A
South Dakota	N/A
Washington	N/A
Wisconsin	N/A

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.

**EXHIBIT J TO PETNMIND FRANCHISING GROUP LLC**  
**FRANCHISE DISCLOSURE DOCUMENT**

**RECEIPT**



**RECEIPT**  
**(RETURN ONE COPY TO US)**

This Franchise Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If PetNmind Franchising Group LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If PetNmind Franchising Group LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit E.

The franchisor is PetNmind Franchising Group LLC , located at 6578 N. State Road 7, Coconut Creek, Florida 33073. Its telephone number is 202-423-0664.

Issuance Date: June 22, 2022

The name, principal address and telephone number of the franchise seller for this offering is \_\_\_\_Adrian Archie or \_\_\_\_ Tarji Carter, 6578 N. State Road 7, Coconut Creek, Florida 33073, 202-423-0664.

PetNmind Franchising Group LLC authorizes the agents listed in Exhibit E to accept service of process for it.

I have received a disclosure document, dated June 22, 2022, that included the following Exhibits:

- A PetNmind Franchise Agreement (with exhibits)
- B Area Development Agreement
- C Financial Statements
- D List of Current and Former Franchisees
- E Confidential Operations Manual Table of Contents
- F List of State Administrators/Agents for Service of Process
- G Franchise Disclosure Questionnaire
- H State Addenda and Agreement Riders
- I State Effective Dates
- J Receipt

Date: \_\_\_\_\_  
(Do Not Leave Blank)

\_\_\_\_\_  
Signature of Prospective Franchisee

\_\_\_\_\_  
Print Name

You may return the signed receipt either by signing, dating and mailing it to PetNmind Franchising Group LLC at 6578 N. State Road 7, Coconut Creek, Florida 33073, or by emailing a copy of the signed and dated receipt to PetNmind Franchising Group LLC at [franchise@petnmind.com](mailto:franchise@petnmind.com).

**RECEIPT**  
**(KEEP ONE COPY FOR YOURSELF)**

This Franchise Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If PetNmind Franchising Group LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If PetNmind Franchising Group LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit E.

The franchisor is PetNmind Franchising Group LLC , located at 6578 N. State Road 7, Coconut Creek, Florida 33073. Its telephone number is 202-423-0664.

Issuance Date: June 22, 2022

The name, principal address and telephone number of the franchise seller for this offering is \_\_\_\_Adrian Archie or \_\_\_\_ Tarji Carter, 6578 N. State Road 7, Coconut Creek, Florida 33073, 202-423-0664.

PetNmind Franchising Group LLC authorizes the agents listed in Exhibit E to accept service of process for it.

I have received a disclosure document, dated June 22, 2022, that included the following Exhibits:

- A PetNmind Franchise Agreement (with exhibits)
- B Area Development Agreement
- C Financial Statements
- D List of Current and Former Franchisees
- E Confidential Operations Manual Table of Contents
- F List of State Administrators/Agents for Service of Process
- G Franchise Disclosure Questionnaire
- H State Addenda and Agreement Riders
- I State Effective Dates
- J Receipt

Date: \_\_\_\_\_  
(Do Not Leave Blank)

\_\_\_\_\_  
Signature of Prospective Franchisee

\_\_\_\_\_  
Print Name