

FRANCHISE DISCLOSURE DOCUMENT

EGOSCUE, INC.

a California corporation

12230 El Camino Real, Suite #130 San Diego, CA 92130 (858) 755-1075

> DEPARTMENT OF CORPORATIONS RECEIVED LOS ANGELES OFFICE JAN () 5 ZUIZ

Egoscue® System





STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state.

REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit H for information about the franchisor, or about franchising in your state.

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.

Please consider the following RISK FACTORS before you buy this franchise:

THE EGOSCUE FACILITY LICENSE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION IN CALIFORNIA, TO THE EXTENT PERMITTED BY LAW. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE OR LITIGATE WITH US IN CALIFORNIA THAN IN YOUR HOME STATE OF THE STATE OF THE LOCATION OF THE BUSINESS.

THE EGOSCUE FACILITY LICENSE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THE AGREEMENT. CALIFORNIA LAW MAY NOT PROVIDE YOU WITH THE SAME PROTECTIONS AND BENEFITS AS YOUR STATE LAW. YOU MAY WANT TO COMPARE THESE LAWS BEFORE MAKING A DECISION AS TO WHETHER TO LICENSE THE EGOSCUE® SYSTEM.

THERE MAY BE OTHER RISKS ASSOCIATED WITH THIS POTENTIAL LICENSE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We 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.

Effective	Date:	
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FRANCHISE DISCLOSURE DOCUMENT ("FDD") FOR PROSPECTIVE FRANCHISEES/LICENSEES

EGOSCUE, INC. a California corporation

12230 El Camino Real, Suite #130 San Diego, CA 92130 (858) 755-1075 www.egoscue.com

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.corp.ca.gov.

The Egoscue® System



THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Egoscue, Inc., through a license, would grant you the right to operate an Egoscue® Facility. The licensee will operate the Egoscue® Facility featuring the Egoscue® System of the treatment of pain through function and motion.

(1) The total estimated initial cash investment necessary to begin operation of an Egoscue Facility ranges from \$60,000-70,000 for the first Facility and \$52,500 to \$62,500 for each additional Facility, but does not include an amount for the lease or purchase of real property from which to operate the Egoscue Facility as such costs vary widely by location. You must, as part of the Egoscue Facility License Agreement, purchase an initial Equipment Package of approximately \$25,000, as well as the cost of other miscellaneous inventory items, furniture, improvements, pre-opening, and staff and

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