

## FRANCHISE DISCLOSURE DOCUMENT

Health Mart Systems, Inc.  
a Delaware corporation  
www.healthmart.com  
www.becomeahealthmart.com  
6535 State Hwy 161  
Irving, Texas 75039  
415-983-8300



We offer franchises for the right to operate a retail pharmacy (“HEALTH MART Drugstore” or “Drugstore”) using the trade names, trademarks, and service marks that we designate, including the trademark HEALTH MART (collectively, “Proprietary Marks”) and the operating and merchandising support services that we describe in this Disclosure Document.

The total initial investment necessary to open and begin operating a HEALTH MART Drugstore ranges from \$2,275 to \$103,850 for franchisees who convert an existing pharmacy business to a HEALTH MART Drugstore (“Open Locations”) and from \$250,775 to \$674,250 for start-up franchisees who do not own an existing pharmacy when they sign the Franchise Agreement (“UnOpened Locations”). The Franchise Agreement does not require that you pay us an initial franchise fee or make payments to us or our affiliates for goods or services before you open and begin operating as a HEALTH MART Drugstore.

This disclosure document summarizes 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 sale. **Note, however, that no governmental agency has verified the information contained in this document.**

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 contract carefully. Show your contract and this 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, D.C. 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.

The Issuance Date of this Disclosure Document is June 26, 2019.

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state administrator before offering or selling franchises 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 P 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:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN TEXAS. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN TEXAS THAN IN YOUR OWN STATE.
2. IN MOST CASES, BEFORE YOU OR WE MAY FILE A LAWSUIT AGAINST THE OTHER, THE FRANCHISE AGREEMENT REQUIRES THAT THE ISSUES IN DISPUTE BE SUBMITTED TO NON-BINDING MEDIATION. IF MEDIATION DOES NOT RESULT IN RESOLUTION, THEN EITHER ONE OF US MAY SUBMIT THE DISPUTE TO LITIGATION. MEDIATION MUST OCCUR AT OUR PRINCIPAL OFFICE, WHICH IS LOCATED IN IRVING, TEXAS. MEDIATION OUTSIDE OF YOUR HOME STATE MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE IN TEXAS THAN IN YOUR HOME STATE.
3. THE FRANCHISE AGREEMENT STATES THAT TEXAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS YOUR LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See State Effective Dates page.

### STATE EFFECTIVE DATES

The following states require that the Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Disclosure Document is registered, on file, or exempt from registration in the states listed below with the effective dates noted:

State	Effective Date
California	June 26, 2019
Hawaii	_____, 2019
Illinois	June 26, 2019
Indiana	June 26, 2019
Maryland	_____, 2019
Michigan	June 26, 2019
Minnesota	_____, 2019
New York	June 26, 2019
North Dakota	_____, 2019
Rhode Island	_____, 2019
South Dakota	_____, 2019
Virginia	_____, 2019
Washington	_____, 2019
Wisconsin	_____, 2019

In all other states, the effective date of this Disclosure Document is the issuance date of June 26, 2019.

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