

## UNIFORM FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

Skin Type Solutions Franchise System, LLC 4500 Biscayne Boulevard Suite 320 Miami, Florida 33137 Phone 305-714-5322 Fax 844-264-9795 info@STSFranchise com

Skin Type Solutions Franchise System, LLC awards licenses (franchises) for the operation of a low cost educational and science based retail non-traditional franchise named Skin Type Solutions<sup>®</sup> Stores that exclusively sell Skin Type Solutions<sup>®</sup> Approved skincare products Skin Type Solutions<sup>®</sup> Stores are located within an existing business (a miniaturized store in a business) with a "just in time" inventory solution in order to create a new profit center, without materially increasing fixed and variable costs of the host business Each Franchisee also receives at no cost an on-line internet selling site operated by our exclusive product distributor selling skincare product refills/reorders and an expanded product line of prestige Skin Type Solutions<sup>®</sup> Approved skincare products Skin Type Solutions<sup>®</sup> Stores are found in a physician's offices such as a dermatologist, plastic surgeon, or any other aesthetic physician provider Locations such as high end spas, beauty salons, health clubs, and other appropriate businesses with sufficient financially qualified clientele will be tested by Franchisor

The total investment necessary to begin operation of a Skin Type Solutions franchised business ranges from \$15,300 to \$30,000 (see Item 7 for details) This includes a \$5000 initial franchise fee of \$5000 that must be paid to the Franchisor

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 our attorney, David L Siegel Esq, c/o Skin Type Solutions Franchise System, LLC, 4500 Biscayne Boulevard Suite 320, Miami, FL 33137, telephone 305-714-5322

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 franchise 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 contracts 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, DC 20580. You can also visit the FTC's home page at www fic 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



## CALIFORNIA STATE COVER PAGE

The State of California has 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 A 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 ARBITRATION ONLY IN MIAMI, FLORIDA OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN MIAMI, FLORIDA THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT LAWS OF FLORIDA GOVERN THE FRANCHISE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS

## **3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE**

We do not use the services of any Franchise Brokers or referral sources to assist us in selling our franchise Franchise brokers or referral sources represent the franchisor not the franchisee (you) Franchise brokers or referral sources are paid fees for selling a franchise or referring franchisees to a franchisor You should be sure to do your own investigation of the franchise

The franchise program contains restrictions and limitations on your business operations as it is structured to create a profit center derived from only your consumers and their families and friends, (1) you are restricted as to whom you may sell STSC Products (see Item 8), (11) you are restricted as to where you may sell STSC Products (see Item 8), (11) you are restricted as to where you may sell STSC Products (see Item 8), (11) you are restricted as to where you may sell STSC Products (see Item 8), (11) you are restricted as to the type and nature of your advertising and marketing activities (see Item 11), (1v) there are restrictions as to the prices charged on Franchisee Internet STS Store (see Item 8) and (v) you are restricted as to whom you may purchase your STSC Product inventory (see Item 8), STS Shelving and STS Graphics and Signs (see Item 8)

Note - Franchisee's will not be successful nor should they acquire a Skin Type Solutions® franchise unless the franchisee (1) believes in the Skin Type Solutions® System, and (11) is prepared to implement a culture change in his/her practice Culture change means effectuating a (a) business goal of skin typing all patients, (b) creating top-of-mind awareness by staff and patients to know their skin type, and (c) encouraging patients to only purchase skincare products that have ingredients that are appropriate and efficacious for them

California Effective Date April 15, 2014 as renewed



## PREFACE

- I 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
- 2 Please Note Any advertisement that refers to the registration under the Franchise Investment Law shall contain the following in not less than 10-point type
  - a THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF CORPORATIONS OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING
- 3 Please Note Item 3 A of the Franchise Disclosure Document, does not disclose a pending action involving an arrest that did not result in conviction or plea of nolo contendere

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