



My30Minutes Global, LLC
Dubai, U.A.E.
Po.Box 124688

Phone: [REDACTED]
Mobile: [REDACTED]
[REDACTED]
[REDACTED]

FORMAL OFFER and LETTER OF INTENT for Franchise development in New York, U.S.A.

I. BRAND AND MATERIAL:

- Access to all my 30 minutes intellectual property, including use of name
- Images for display and marketing (press release, media, brochures...)
- Official franchisee Standard Operating Procedures (SOP) booklet (50+ pages about day to day operations, management and training – to be used for set-up and reference)
- Social media presence and support (Facebook, Instagram) site
- Existing documentation including:
 - o Letterhead, Client forms (Trial session contra-indications & medical check, contracts, surveys/feedback, etc.), schedules, descriptions, literature etc.
- Legal documents when applicable and Corporate structure & guidelines
- Pre written marketing material and testimonials, success stories
- All interior and exterior designs including custom furnishing proofs, wallpaper and graphics, signs, etc.

II. LICENSING AND COACHING:

- EMS licensing for all trainers initially
- Master coaching for manager initially
- General EMS business and sales coaching retreats twice yearly
- Administration & Organization, Sales & Marketing, General mental, and Nutrition coaching initially upon set-up
- ** Subsequent training and coaching done at a discounted rate of 20%
- Discounted Daily Fee Jemima 1,500 AED - consultation

III. RECRUITMENT:

- Use of current trainer database and outreach
- Potential 'loaning' of current staff members at different branches

IV. INTANGIBLES:

- Site and set-up analysis
- Local area protection covering a 10km radius from studio location (314.16 sq. km)
 - o New franchise request first right of refusal in area (72 hours)
 - o Informed of franchise request outside area as courtesy
- Cost and liquidity plan, Investment plan, and
- Weekly monitoring from Day 1 and a physical presence consultation quarterly

**Intangible Justification

Essentially, by choosing this option and having access to the expertise of Jemima Steinhart enabling you to avoid countless, costly mistakes that many companies make in their development. With this guidance and help you will jump years ahead on your business plan and growth will increase, thus, so will revenue.

V. EQUIPMENT NOT INCLUDED – Home Service Branch Set-up
All Miha BodyTec equipment provided by G.F.I.

Description	Retail price per unit	Qty	Totals
miha bodytec II Including stand	43,900.00 ا.د.	2	87,800
miha bodytec work station	3,100.00 ا.د.	2	6,200
electrode vest ladies [inc. inserted cable set] Sizes XS, S, M, L	1,250.00 ا.د.	2each	10,000
electrode vest men [inc. inserted cable set] Sizes XS, S, M, L	1,250.00 ا.د.	2each	10,000
arm electrode (pair) - S, M, L, XL	175.00 ا.د.	2each	1,400
leg electrode (pair) - S, M, L	175.00 ا.د.	2each	1,050
buttocks electrode - S, M, L, XL	250.00 ا.د.	2each	2,000
transponder card for miha bodytec II	17.00 ا.د.	50	850
miha bodytec pump atomizer	85.00 ا.د.	3	255
sets of underwear Sizes XS, S, M, L, XL	115.00 ا.د.	20each	10,000
TOTAL VALUE			129,555.00 ا.د.
Discount			5,000.00 ا.د.
FINAL PRICE			124,555.00 ا.د.

Itemized list:

- | | | |
|----------------------------------|-------------------|-----------------|
| - 2 machines | - 2 work stations | - 50 cards |
| - 2 vests, each size, both sexes | - 2 arms, SMIXL | - 2 legs, SML |
| - 2 glutes, SMLXL | - 3 spray bottles | - 100 underwear |

VI. NOT INCLUDED

All else NOT included if not directly mentioned, such as, but not limited to the below:

- Property or physical location rent/utilities/phone/etc.
- Furnishing and interior relating to the property
- All set-up expenses past initial franchise fee, if not covered
- Printing services and Additional Equipment
- Staff Compensation
- MindBody software subscription
- Relevant taxes or incorporation and labor license fees if applicable
- Travel/Accommodation not included (Jemima Steinhart or other representative)

END COSTS

Initial Franchise fee: 150.000,00 AED

Royalty fee: 5% gross sales

PR/Marketing fee: 3% gross sales

**Initial franchise fee is a one-time, per-franchise payment

**Royalty and PR & Marketing Fee is paid/used quarterly

VII. CONFIDENTIALITY AGREEMENT

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that:

1. The Confidential Information to be disclosed can be described as and includes:
Business information relating to any and all proprietary ideas, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.
2. The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

If the foregoing is satisfactory, including all clauses (I-VII), please indicate your agreement with the foregoing by countersigning a copy of this letter and returning it to our attention. We look forward to proceeding together on this transaction.

Date: December 8, 2015

Josh Holland
Franchisee
Recipient of Confidential Information

Jemima Steinhart
Franchisor - My 30 Minutes
Discloser