

## FRANCHISE APPLICATION AND CONFIDENTIALITY ACCEPTANCE

*Other than to the extent necessary to process this application, as required by law, we will keep your financial and personal information confidential. US Cryotherapy will not contact your current employer without your expressed consent.*

### Instructions:

- Please complete and return this application in connection with your interest in being considered as a US Cryotherapy franchisee.
- To receive the franchise disclosure documents and plan, US Cryotherapy ownership requires a meeting in person at one of its corporate locations or an agreed upon plan review deposit to be paid.
- Each person or entity that would have an ownership interest in the franchise must include individual applications with the exception of spouse/partner as co-applicants.

Application Date:			
How did you hear about our franchisee program?	<input type="checkbox"/> Company Website <input type="checkbox"/> Internet/Social Media <input type="checkbox"/> Existing Franchisee	<input type="checkbox"/> Friend <input type="checkbox"/> Visit to a US Cryotherapy Center <input type="checkbox"/> Other	

### PERSONAL INFORMATION

Name:				
Address:				<input type="checkbox"/> Own
State, City, Zip Code				<input type="checkbox"/> Rent
		Date of Birth:		How long at current address?
US Citizen	Yes <input type="checkbox"/> No <input type="checkbox"/>	Marital Status:	<input type="checkbox"/> Single <input type="checkbox"/> Married	
Spouse's Name:			Would your spouse have an active role in the business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please describe your role in the business and your spouse's/family's anticipated role:				



Complete this section for Co-Applicant only if Applicant and Co-Applicant are a married couple applying together.			
Name			US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No
Date of Birth:			
Contact Information	Applicant		Co-Applicant
Home:			
Work/Office/Mobile:			
E-mail:			
	Applicant	Co-Applicant	If Yes to any of the following questions, please provide detail.
Have you ever been convicted of a crime, other than a violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do you have any felony charges pending, or are you under indictment?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you ever been the subject of a petition in bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**YOUR INTEREST IN BECOMING A US CRYOTHERAPY FRANCHISEE**

Why do you want to become a US Cryotherapy franchisee?	

**GEOGRAPHIC INTEREST**

Tell us about the specific area you have in mind. (Please note that consideration or approval of your application will not imply any further area development rights beyond an agreed upon franchise territory.) Area Developer agreements handled separately. Please Include thoughts on area development beyond one franchise location if interested.	



**EDUCATION**

**Applicant**

**Co-Applicant**

HS Graduate	<input type="checkbox"/> Yes	<input type="checkbox"/> No	HS Graduate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
College Graduate	<input type="checkbox"/> Yes	<input type="checkbox"/> No	College Graduate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
College or University & Post Graduate	Years Attended	Year Graduated	Major	Degree	
<b>Co-Applicant:</b> College or University & Post	Years Attended	Year Graduated	Major	Degree	

**Applicant**

Special Qualifications or experiences relevant to helping you run a successful US Cryotherapy franchise?	

**Co-Applicant**

Special Qualifications or experiences relevant to helping you run a successful US Cryotherapy franchise?	

**BUSINESS EXPERIENCE**

	Applicant	Co-Applicant	If Yes to any of the following questions, please provide details, including name, state, and nature of your involvement.
Do you now or have you ever owned your own business(es)?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	<input type="checkbox"/> No	
Do you currently have an interest in any other business(es)?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	<input type="checkbox"/> No	
Have you ever owned a franchise(s)?	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	<input type="checkbox"/> No	



**Applicant**

Current Employer (Name, Address)	Position Details (Title, Responsibilities, etc.)	Annual Compensation	Name and phone number of the person to whom you report	Dates Employed (From To)
Previous Employer (Name, Address)	Position Details (Title, Responsibilities, etc.)	Annual Compensation	Name and phone number of the person to whom you report	Dates Employed (From To)

**Co-Applicant**

Current Employer (Name, Address)	Position Details (Title, Responsibilities, etc.)	Annual Compensation	Name and phone number of the person to whom you report	Dates Employed (From To)
Previous Employer (Name, Address)	Position Details (Title, Responsibilities, etc.)	Annual Compensation	Name and phone number of the person to whom you report	Dates Employed (From To)

**FUNDING CAPACITY**

Please tell us how you would plan to fund the franchise (e.g., finance, cash, outside investors, loans, etc.)			
<b>Approximate Net Worth:</b> Please attach detail as necessary			<b>Liquid Assets</b>
Do you currently owe any Federal or State back taxes?		<input type="checkbox"/> Yes <input type="checkbox"/> No	

**References**

Please provide 2 references with contact information		



## Confidentiality Agreement:

1. The term “CONFIDENTIAL INFORMATION” includes, but is not limited to, records, data, facts, knowledge, trade secrets, devices, formulas, methods, processes and techniques which relate to the disclosing Company's business, customers, suppliers, employees, operations and products and which are not publicly known. Some examples of CONFIDENTIAL INFORMATION are product specifications, customer lists, customer preferences and requirements, marketing and sales strategy, pricing information, research and development plans, and acquisition and/or expansion plans.
2. **Reciprocal Security/Confidentiality Obligation:** In recognition of both Parties’ proprietary interests and the advisability of taking reasonable and prudent measures to protect those interests it is agreed as follows:
  - a. Both Parties agree not to disclose Confidential Information to any third party, and otherwise to safeguard the Confidential Information with the same degree of care as each uses to protect its own valuable confidential business information, and otherwise to exercise a high degree of care in dealing with any such information.
  - b. Both Parties shall permit access to the Confidential Information strictly on a “need-to-know basis” only to those employees or authorized representatives who have first been advised of the proprietary nature of the Confidential Information and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.
  - c. Each Party shall immediately report to the other Party any improper use or unauthorized disclosure of Confidential Information.
  - d. ***Specific examples of US Cryotherapy items considered protectable include but are not limited to: product technical specifications, operating manuals, service and installation guides, parts lists, allowance of review or disassembly of equipment for consideration of reverse manufacturing, pricing and leasing documents, sales literature, clinical reports, etc.***
3. **Indemnification:** Each Party shall defend, indemnify and hold harmless the other Party and its directors, officers, employees, and agents from and against any and all costs, liabilities, damages, claims, losses or expenses (including reasonable attorneys’ fees) arising out of or connected to the unauthorized disclosure of Confidential Information to any third party.
4. **No Business Commitment:** Nothing contained in this Agreement or in any discussions undertaken or disclosures made pursuant to this Agreement shall (i) be deemed a commitment to engage in any business relationship, contract or future dealing with the other Party, or (ii) limit either Party’s right to conduct similar discussions or perform similar work to that undertaken pursuant hereto, so long as said discussions or work do not violate any term of this Agreement. In addition, each Party understands that nothing in this Agreement requires the disclosure of any Confidential Information to the other Party, which shall be disclosed, if at all, solely at the disclosing party’s option.




5. **Term:** The disclosure of CONFIDENTIAL INFORMATION shall commence on the EFFECTIVE DATE of the application and expire two years after the Effective Date (“DISCLOSURE PERIOD”). The obligations of confidentiality under this AGREEMENT with respect to CONFIDENTIAL INFORMATION will survive for a period of five years after the end of the Disclosure Period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Prospective Franchisee(s)**

**US Cryotherapy, LLC**

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

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

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

Name: Rob Kramer, JD, MBA, ARM

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

Title: **Chief Financial Officer, CFO**

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

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

