

	Provision	Section in Multi-Unit Development Agreement	Summary
			other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of Multi-Unit Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Multi-Unit Development Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 10.1, 10.2, 10.3, and 10.4	At our option, claims that are not resolved internally may be submitted to non-binding mediation only at our headquarters located in Vero Beach, Florida.
v.	Choice of forum	Section 10.5	Litigation takes place in Florida (subject to applicable state law).
w.	Choice of law	Section 10.5	Florida law applies (subject to applicable state law).

See the state addenda to this Franchise Disclosure Document, the Franchise Agreement and the Multi-Unit Development Agreement for special state disclosures.

ITEM 18: PUBLIC FIGURES

We do not currently use any public figures to promote our franchise.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

This Item contains an historic financial performance representation of existing outlets at the end of our last fiscal year, December 31, 2025. As of December 31, 2025, we had a total of 7 affiliate-owned outlets operating in the U.S. and 36 franchised outlets. We have excluded the following affiliate-owned outlets: 1 outlet has been excluded because it is significantly smaller than the recommended size for a Tox franchised outlet and primarily operates as a private VIP location for

celebrity clientele; 2 affiliate-operated outlets have been excluded because they were opened in 2025 and do not have a full year of operations; 5 Franchised outlets have been excluded because ownership was transferred, terminated, and/or interrupted during the relevant reporting period; 28 franchised outlets were excluded as they do not have a full year of operations,

The information provided below is from January 1, 2025 to December 31, 2025. The data used in preparing this financial performance representation was compiled from information contained in the POS System (Mindbody) for each location. The outlets disclosed below are a similar size as expected franchisee outlets and represent the sale of products and services that will be available for franchisees to sell. Our affiliate-owned outlets operate without the requirement to pay royalty or Brand Fund Contribution, and operate without any geographical limitations, but has operated in accordance with the geographical limitations contained in our standard franchise agreement, and our royalty and brand fund contributions are accounted for below.

Table 1: Affiliate-Owned Locations

	Outlet 1	Outlet 2	Outlet 3	Outlet 4
Revenue				
Mindbody Sales	\$1,217,942	\$904,722	\$728,419	\$1,555,272
Credit Card Gratuities	\$208,157	\$159,154	\$119,746	\$280,913
Total Revenue	\$1,426,099	\$1,063,876	\$848,165	\$1,836,185
Total Cost of Goods Sold	\$77,907	\$46,504	\$40,395	\$72,725
Gross Profit	\$1,348,192	\$1,017,372	\$807,770	\$1,763,460
Operating Expenses				
Rent	\$216,508	\$132,542	\$ 128,390	\$ 287,734
Payroll	\$600,486	\$444,343	\$322,799	\$812,779
Other Operating Expenses	\$125,391	\$101,343	\$86,685	\$127,682
Total Expenses	\$942,385	\$678,228	\$537,874	\$1,228,195
Net Income	\$405,807	\$339,144	\$269,896	\$535,265
Royalty (8%)	\$97,435	\$72,378	\$58,274	\$124,422
Brand Fund (2%)	\$24,359	\$18,094	\$14,568	\$31,105
Post-Fees Net Income	\$284,013	\$248,672	\$197,054	\$379,738
Margin	19.9%	23.3%	23.2%	20.6%

Table 2: Franchise Owned Locations

	<u>2025</u>
Unit 1	\$830,917.47
Unit 2	\$536,847.86
Unit 3	\$321,346.82

All three franchised units referenced above opened for operation in 2024, and were operational for the entirety of 2025.

Notes Regarding the Above Financial Performance Representation:

1. These results are unaudited.
2. These results represent sales of products and services which will be available for franchisees to sell.
3. The affiliate-owned locations included above operate without territorial restrictions, and are not required to pay us a royalty fee or contribution to the Brand Fund. For our affiliate-owned outlets, these amounts represent the hypothetical Royalty Fee and Brand Fund Contribution our affiliates would pay under the Franchise Agreement. Other than the size of your territory and the hypothetical Royalty Fee and Brand Fund Contributions, there are no material differences between the affiliate-owned outlets disclosed in this Item 19 and the outlet you will operate.
4. Gross Profit is calculated as Total Gross Revenue less Total Cost of Goods Sold. Net Income is calculated as Gross Profit less Total Operating Expenses. Adjusted Net Income is calculated as Net Income less Franchise-Related Expenses.
5. Table 2 represents three (3) studios Franchise owned and operated locations.

Some outlets have earned this much. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Other than the preceding information, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Courtney Yeager at The Tox Franchising Group, LLC, 601 21st Street, Suite 300, Vero Beach, Florida 32960, 772-253-1403, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20:
OUTLETS AND FRANCHISEE INFORMATION**

**Table 1
Systemwide Outlet Summary for Years 2023 to 2025**

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2023	1	1	0
	2024	1	6	+5
	2025	6	36	+30
Company-Owned*	2023	9	10	+1
	2024	10	8	-2
	2025	8	7	-1
Total Locations	2023	7	10	+3
	2024	11	14	+3
	2025	14	43	+29

* Company-Owned Outlets are operated by affiliated entities. 2023 encompasses March 1, 2023 through February 28, 2024. 2024 encompasses March 1, 2024 through December 31, 2024. 2025 encompasses January 1, 2025 through December 31, 2025.

**Table 2
Transfers of Outlet From Franchisees to New Owners
(Other than Franchisor or an Affiliate) for Years 2023 to 2025**

State	Year	Number of Transfers
AZ	2023	0
	2024	0
	2025	1
NV	2023	0
	2024	0
	2025	1
TX	2023	0
	2024	0
	2025	1
Total	2023	0
	2024	0
	2025	3