

q. Non-competition covenants during the term of the franchise	16.1(a)	No competition permitted during term of the Franchise
r. Non-competition covenants after the franchise is terminated or expires	16.1(b)	No competition for two years following termination of the Franchise Agree for any reason, unless approved by Franchisor in writing
s. Modification of the agreement	XXI also Section 15 of Sublease	Only in writing signed by the parties

t. Integration/merger clause*	XXI also Section 17 of Sublease	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation*	23.1	Non-binding mediation required, conducted in Salt Lake City, Utah, expenses paid equally by both parties.
v. Choice of forum*	23.2	State Courts of Utah, subject to state law.
w. Choice of law*	23.2	State of Utah, , subject to state law.

*. Such choice of venue, forum and law should not be considered a waiver of any right conferred on the Franchisee or the Franchisor by Article 33 of the General Business Law of New York, Section 19-28.1-14 of the Rhode Island Franchise Investment Act or of any similar laws of other states.

ITEM 18: PUBLIC FIGURES

We do not use any public figure to promote our franchise. You may use public figures to promote your franchise if we approve such use in advance. A “public figure” is a person whose name or physical appearance is generally known to the public in the geographic area where the franchise will be located.

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 this section 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 section, for example, by providing information about possible performance at a particular location or under particular circumstances.

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 our management by contacting Da Vid Truong, Da Vi Nails Salon and Spa, LLC, 1559 West 3860 South, West Valley City, UT 84119, Telephone 801-596-1180, the Federal Trade Commission, and the appropriate state regulatory agencies

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2020 TO 2022

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised (Licensed)	2020	402	393	-9
	2021	393	399	+6
	2022	399	400	+1
Company Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	402	393	-9
	2021	393	399	+6
	2022	399	400	+1