



nora

M E N T A L H E A L T H

NORA MENTAL HEALTH, LLC

FRANCHISE DISCLOSURE DOCUMENT

ISSUANCE DATE: AUGUST 1, 2024

FRANCHISE DISCLOSURE DOCUMENT



NORA MENTAL HEALTH, LLC
A Delaware Limited Liability Company
8 The Green, STE B
Dover, DE 19901
Contact@NoraMentalHealth.com
(434) 770-0230
www.NoraMentalHealth.com

Nora Mental Health, LLC offers franchisees the opportunity to operate a Nora Mental Health clinic offering outpatient mental health, counseling, medication management, and employee assistance programs that provides mental health treatment including evaluation, diagnosis, treatment of mental health concerns, medication management and the Nora Mental Health method, a form of cognitive behavioral therapy. (a “Clinic”)

The total investment necessary to begin operation of Standard Nora Mental Health franchise ranges from \$103,500 to \$228,000 including \$55,500 to \$59,500 which must be paid to the franchisor or affiliate.

The total investment necessary to begin operations under an area development agreement for the right to open between two (2) and five (5) ranges from \$138,500 to \$368,000. This includes from \$90,500 to \$199,500 that must be paid to us or our affiliates upon execution of the development agreement and the franchise agreement for your first Nora Mental Health.

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 disclosure document.**

You may wish to receive this disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Kelly Farley at 20 N 2nd St Suite 103, Niles, MI 49120; (434) 770-0230.

The terms of your franchise agreement will govern your franchise relationship. Do not rely on this disclosure document alone to understand your franchise agreement. Read all of your franchise agreement carefully. Show your franchise agreement and this disclosure document to an advisor, like a lawyer or 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 N.W., Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.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.

Issuance Date: August 1, 2024

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Exhibit C includes financial statements. Please review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Nora Mental Health business in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be Nora Mental Health franchisee?	Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the Table of Contents.

What You May Need To Know About Franchising *Generally*

1. **Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.
2. **Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.
3. **Supplier restrictions.** You may have to buy or lease items from a franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.
4. **Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.
5. **Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.
6. **Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.
7. **When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit E.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider about *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Delaware. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Delaware than in your own state.
2. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” pages for your state in Exhibit G.

NOTICE REQUIRED BY STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that the franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its terms except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type or under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and

conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE
RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

TABLE OF CONTENTS

ITEM		PAGE
ITEM 1.	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2.	BUSINESS EXPERIENCE	5
ITEM 3.	LITIGATION	6
ITEM 4.	BANKRUPTCY	6
ITEM 5.	INITIAL FEES	6
ITEM 6.	OTHER FEES.....	7
ITEM 7.	YOUR ESTIMATED INITIAL INVESTMENT	12
ITEM 8.	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	15
ITEM 9.	FRANCHISEE’S OBLIGATIONS	18
ITEM 10.	FINANCING	19
ITEM 11.	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	20
ITEM 12.	TERRITORY	27
ITEM 13.	TRADEMARKS.....	30
ITEM 14.	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	32
ITEM 15.	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	33
ITEM 16.	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	33
ITEM 17.	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.....	34
ITEM 18.	PUBLIC FIGURES	46
ITEM 19.	FINANCIAL PERFORMANCE REPRESENTATIONS	46
ITEM 20.	OUTLETS AND FRANCHISEE INFORMATION	48
ITEM 21.	FINANCIAL STATEMENTS.....	50
ITEM 22.	CONTRACTS.....	51
ITEM 23.	RECEIPTS	51

EXHIBITS

- A. FRANCHISE AGREEMENT
- B. DEVELOPMENT AGREEMENT
- C. FINANCIAL STATEMENTS
- D. LIST OF CURRENT AND FORMER FRANCHISEES
- E. LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
- F. MANAGED SERVICES ADDENDUM
- G. STATE ADDENDA AND AGREEMENT RIDERS
- H. CONTRACTS FOR USE WITH THE NORA MENTAL HEALTH FRANCHISE
- I. STATE EFFECTIVE DATES
RECEIPTS

ITEM 1.
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, the words “we,” “our,” “us,” and “Franchisor” refer to Nora Mental Health Franchise LLC, the franchisor. “You,” “your,” and “Franchisee” means the person or entity who buys a franchise, including the individual owners of an entity owned franchise. To fully understand all your and our rights and obligations to each other, you must carefully review the actual agreements that you will execute. These will control if there is any dispute between us.

Franchisor and Parents, Predecessors, and Affiliates

We are a Delaware limited liability company organized on November 28, 2022. Our principal place of business is 20 N 2nd St Suite 103, Niles, MI 49120. We do business under our corporate name and under the trade name “Nora Mental Health.” We do not have any parent or predecessor companies. Our agent for service of process in Delaware is Northwest Registered Agent and has an address at 8 The Green, STE B, Dover, DE 19901. Our agents for service of process in other states are disclosed in Exhibit E. We have been offering Nora Mental Health franchises since December 10, 2022. We do not conduct business under any other name or in any other line of business and we do not offer franchises in any other line of business.

Our affiliate, Midwest Wellness LLC, a Michigan limited liability company, with a principal business address of 20 N 2nd St, Suite 103, Niles, Michigan 49120. Midwest Wellness LLC (“Midwest”) has operated four mental health clinic businesses in and around Michigan like the Clinics we offer in this disclosure document, since March 2018. Midwest operates only under the name “Midwest Wellness”. Midwest will serve as the models for training and related purposes. We refer to each of these affiliate-owned clinics as an “Affiliate-Owned Outlet”. Other than as disclosed here, our affiliate will not provide products or services to our franchisees. Our affiliate does not offer franchises in any line of business, nor does it conduct any other business than as disclosed herein.

Our Prior Business Experience

The Affiliate-Owned Outlets have been operating since March 2018. We have been offering Nora Mental Health franchises since December 2022.

The Franchise Being Offered

We grant qualified franchisees the right to open and operate a care clinic under the “Nora Mental Health” mark offering mental health therapy, counseling, medication management, and employee assistance programs by Licensed Providers, to individuals, couples, families, and groups. The franchise agreement authorizes you to use the trademarks, service marks, trade names, logos, and symbols we designate (the “Marks”) to operate the outpatient mental health clinics (“Clinic(s)”). A “Licensed Provider” means, as applicable: (1) a counselor or therapist licensed or otherwise permitted to provide outpatient counseling and therapy products and services, directly or indirectly, at or through your Clinic under applicable local, state, and federal laws and regulations; and (2) a prescriber providing evaluation and management services that is licensed to prescribe medication to patients, directly or indirectly, at or through your Clinic under applicable local, state, and federal laws and regulations.

We offer two models for the ownership, development, and operation of a Clinic, depending on the qualifications of the franchisee and the applicable local, state, and federal laws and regulations — the Direct Ownership Model and the Managed Operation Model, as discussed below. Regardless of the development model for your Clinic, all mental health counseling and therapy products and services provided through your Clinic must be provided by Licensed Providers, and you are solely responsible for ensuring that the ownership, development, and operation of the Clinic complies with all applicable local, state, and federal laws and regulations. If you offer medication management services through Licensed Providers, you must hire and retain at least 1 medication management assistant per each Qualified Prescriber working at your Nora Mental Health, LLC

Franchised Business to provide support services to that Qualified Prescriber. The medication management assistant must work an equivalent number of hours per week as the Qualified Prescriber in order to ensure adequate support.

Your Clinic may be converted from an existing outpatient counseling and therapy clinic not operated under the Marks (“Conversion Clinic”) or may be a new startup Clinic (“Startup Clinic”).

Direct Ownership Model

Under the direct ownership path for the ownership, development, and operation of a Clinic, you must be a Licensed Provider who is permitted to own and operate a business offering outpatient counseling and therapy products and services under applicable state law, or you must own and operate the Clinic in a state that permits individuals who are not Licensed Providers to own and operate businesses offering outpatient counseling and therapy products and services (“Direct Ownership Model”). You must sign our standard Franchise Agreement for the ownership, development, and operation of a Clinic under the Direct Ownership Model.

Managed Operation Model

Under the managed operation path for the ownership, development, and operation of a Clinic, you will provide management, administrative, marketing, technology, and facility-based services, but not medical products, services, or advice, or judgment (“Management Services”), to a Practice Entity that is directly operated, and potentially owned, by one or more Licensed Providers (“Managed Operation Model”). We typically do not offer Clinics under the Managed Operation Model to Licensed Providers. A “Practice Entity” means 1 or more Licensed Providers, working together, typically as a professional corporation, professional limited liability company, or other professional entity, who are licensed to offer and provide outpatient counseling and therapy products and services under applicable local, state, and federal laws and regulations.

For the ownership, development, and operation of a Clinic under the Managed Operation Model, you must sign our standard Franchise Agreement and the Managed Services Addendum (attached to this disclosure document as Exhibit F). You must also enter into a management services agreement (“Management Agreement”) with a Practice Entity that we approve to provide the Practice Entity and its Licensed Providers the Management Services and grant them a sublicense to use the Names and Marks at or through the Clinic. You, as the franchisee, will be responsible for construction and build-out of the Clinic for use by the Practice Entity and its Licensed Providers and ensuring that the Practice Entity and its Licensed Providers operate the Clinic in conformance with our System, specifications, and standards, but only the Licensed Providers are permitted to exercise professional or medical judgment and to offer outpatient counseling and therapy products or services. You must hire an attorney to prepare the Management Agreement and to independently evaluate, review, and ensure that your Management Agreement complies with all applicable local, state, and federal laws. The Management Agreement must be approved by us before you open your Clinic and must remain in effect for the entire term of your Franchise Agreement.

The Clinic will operate according to the procedures and methods we have developed and continue to develop for the Nora Mental Health brand (the “System”). The distinctive elements of the System include but are not limited to the services offered; our customer service standards; our standards and specifications for equipment, technology, supplies, and operations; our advertising and promotional programs and marketing techniques; the exterior and interior design, décor, color scheme, fixtures, and furnishings of the business premises; and the accumulated experience reflected in our training program and instructional materials. We have described our mandatory and recommended standards and procedures in an operation manual (the “Manual”) and in other writings designated by us as part of the standards for the System (collectively with the Manual, “System Standards”). If you become a franchisee, we will provide you with access to the Manual. We have the right to change the Manual and the System Standards at any time.

Our franchisees operate the Clinic from a specific street address or site that we have approved for their business premises, which may be your home (the “Site”).

You must designate an Owner with at least a 10% ownership interest in your Entity as the “Principal Executive”. The Principal Executive must have authority over all business decisions related to your Clinic and must have the power to bind you in all dealings with us. In addition, you must appoint a trained manager (the “Designated Representative”) to manage the day-to-day business of your Clinic, who may also be the Principal Executive.

Development Program

In addition, for qualified franchisees who desire the right to develop multiple Clinics within a designated territory (the “Development Area”) and meet certain conditions, we also offer the opportunity to enter into an Area Development Agreement with us (the “Development Agreement”) to develop a mutually agreed upon number of Clinics in accordance with a development schedule specified in the Development Agreement (the “Development Schedule”). Our current form of Development Agreement is included as Exhibit B to this disclosure document.

As each Clinic is opened, you will sign our then-current form of Franchise Agreement for each Clinic, which may include terms that are materially different from the form of Franchise Agreement included as Exhibit A to this disclosure document. If you fail to open and continue to operate the required number of Clinics in accordance with the mutually agreed upon Development Schedule, we will have the right to terminate the Development Agreement. If the Development Agreement is terminated, you will lose all of your rights to develop the Development Area and the initial fees paid for any Clinics for which Franchise Agreements have not been signed. However, the Franchise Agreement for each Clinic which has been opened will not be terminated solely by reason of the termination of the Development Agreement.

Unless you sign a Development Agreement, you have no right or obligation, to open any additional Clinics.

The Market and Competition

The primary market for the services and products offered by Nora Mental Health Clinics are individuals, couples, and companies who require mental health assistance, therapy and/or medication management. The services and products offered by Nora Mental Health are not seasonal, although you may experience peak months and fluctuations in revenue. The outpatient Mental Health Care market, as a whole, is well-developed and in some markets, can be competitive. You may have to compete with numerous other independent and chain-affiliated businesses, some of which may be franchised. Many businesses may have already established national and international brand recognition. You will also face normal business risks that could have an adverse effect on your Nora Mental Health franchise.

Industry Specific Regulations

Many states and local jurisdictions have enacted laws, rules, regulations, and ordinances that may apply to the operation of your Nora Mental Health Clinic. In all cases, you must also comply with laws that apply generally to all businesses. You should investigate these laws and consult with a legal advisor about whether these and/or other requirements apply to your Franchise. Providers must individually and as a group get credentialed with insurance companies.

Your Nora Mental Health Clinic will have one or more licensed and qualified social workers, psychologists, mental health counselors, therapists, professional counselors, nurse practitioners, MD, DO and licensed counselors (referred to as “Licensed Professionals”). You (if you are a Licensed Professional), or other Licensed Professionals engaged by you, will be involved in the operations of your Clinic in accordance with your state’s laws and regulations, your Franchise Agreement, and the Manuals. The Franchise

Agreement will not interfere, affect, or limit the independent exercise of medical judgement by the medical staff.

If you are licensed to prescribe medications, we will allow you to do so through your clinic, as long as all rules, regulations, and laws are followed.

The federal government and states have enacted laws that regulate the privacy and security of patient health care information. The federal Health Insurance Portability and Accountability Act (HIPAA), as amended by the federal Health Information Technology for Economic and Clinical Health (HITECH) Act, healthcare providers will keep patient health care information confidential and only disclose such information to third parties when requests are properly submitted. In addition, you will ensure the privacy and security of patient health care information you share with any “business associate” as defined under the HITECH Act, such as service providers, attorneys, or third-party insurance billing companies. Many states also have laws regulating the privacy and security of patient healthcare information. These state laws may impose further restrictions on obligations related to the privacy and security of such information.

We do not intend for our licensing or franchising of, or providing services to, Nora Mental Health Clinics to constitute our engagement in the practice of medicine or any other profession requiring specialized training, certification, or licensure, including the ordering of any test, diagnosis, or treatment of any individual whatsoever (collectively, the “Practice of a Profession”). The Practice of a Profession in any manner provided through your Nora Mental Health Clinic will only be performed by qualified and licensed providers or other properly trained, certified and Licensed Professionals.

You must not engage in the practice of medicine, mental health, or any other profession that requires specialized training, licensure, or certification unless properly trained, licensed, and certified. You must obtain and maintain all required permits, licenses, and certificates necessary for the operation of your Clinic and for offering counseling and therapy products and services. We require, and all states also require, that any person who provides counseling and therapy products and services through your Clinic pass all applicable licensing tests and board certifications, be licensed mental health professionals according to state law, and maintain at all times all permits, licenses, and certificates necessary to provide these products and services. You may not employ or retain any person who does not meet these requirements, and under no circumstance may a non-licensed medical professional influence, or direct the supervision, administration, delivery, or performance of, medical or mental health services other than a mental health trainee delivering services under the supervision of a bona fide licensed mental health supervisor.

Many states have adopted the corporate practice of medicine doctrine, which generally only permit medical professionals licensed by the state to provide medical services through a professional corporation, professional limited liability company, or other professional practice entity owned by the licensed medical professionals. Some states limit the legal type of professional practice entity. These laws may apply to therapists and counselors providing counseling, medication management, and therapeutic products and services. These laws only permit the professional practice entity to receive payment from patients for medical services or medical reimbursement from government health programs or private payor health plans. These laws may permit licensed medical professionals, or their professional practice entity, to contract with a non-licensed person or entity through a Managed Operation Model.

You should check the various state and federal laws and regulations governing (a) the practice of medicine and other professions including advanced practice nurse practitioners (b) licensed counselors, and unlicensed psychotherapists (c) patient privacy and other areas related to medical, diagnostic, or health and wellness procedures therapies, treatments, tests or screenings (d) physician and patient referrals, and certain entities involved in the field of medicine and other fields of the Practice of a Profession. If you are not a licensed provider in a state where the corporate practice of medicine doctrine is enforced you must sign our managed services addendum (Attached in Exhibit F to this disclosure document) where you will be providing administrative, management, technology services, marketing, and physical location services but

you will not be providing any services requiring a license or requiring to be overseen by a licensed professional.

The Medicare Anti-Assignment Rule prohibits anyone, except the provider, from receiving payments from federal government healthcare programs. If your Clinic accepts payments from federal government healthcare programs, you will need to comply with this Rule and may need to maintain separate bank accounts to separate payments received from federal government healthcare programs from commercial payors.

Also, you must comply with all laws, rules and regulations governing the operation of the Nora Mental Health Clinic and obtain all permits and licenses necessary to operate the Nora Mental Health Clinic. Many states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your Nora Mental Health Clinic, including those that: (a) require a permit, certificate or other license; (b) establish general standards, specifications and requirements for the construction, design and maintenance of your business site and premises; (c) regulate matters affecting the health, safety and welfare of your customers, such as general health and sanitation requirements, restrictions on smoking and exposure to tobacco smoke or other carcinogens, availability of and requirements for public accommodations, including restroom facilities and public access; (d) set standards pertaining to employee health and safety; (e) set standards and requirements for fire safety and general emergency preparedness; and (f) regulate the proper use, storage and disposal of waste or other hazardous materials.

You must obtain all necessary permits, licenses, and approvals to operate your Nora Mental Health Clinic. There may be other regulations that establish certain standards, specifications, and requirements that must be followed by you. You alone are responsible for investigating, understanding, and complying with all applicable laws, regulations, and requirements applicable to you and your Nora Mental Health franchise, despite any advice or information that we may give you. You should consult with a legal advisor about whether these and/or other requirements apply to your Nora Mental Health Clinic. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2. BUSINESS EXPERIENCE

Listed below are the owners and officers of Nora Mental Health Franchise, LLC and employees who have management responsibility relating to the sale or operation of the franchises offered in this disclosure document.

Cullen Hardy, MS, PsyD – Founder

Dr. Hardy owned and operated a medical billing company from 2018 - 2020 and he also offers consulting/marketing/ accreditation services to mental health clinics across the country. Dr. Hardy has been with Nora Mental Health, LLC since inception on November 28, 2022.

Kelly Farley – Chief Executive Officer

From February, 2018 to June, 2020, Kelly was a Territory Manager for Subway. Kelly was the Senior Director of Growth Initiatives for Subway World HQ from 2022-2024 and had as of June, 2024 left Subway World Headquarters. Kelly is now serving as the CEO of Nora Mental Health, LLC from her home office since inception on November 28, 2022.

Bridget Green, MA, LPC – Chief Operations Officer

Bridget Green, LPC worked as a behavioral therapist at Easter Seals of Michigan from 2017-2020 and worked at Starfish Family Services from 2019-2020. Bridget has been a Clinical Director/Operations

Manager with Midwest Wellness, LLC since 2020. Bridget has been with Nora Mental Health, LLC since inception on November 28, 2022.

Greg Pope – Chief Technology Officer

Greg Pope has been a systems engineer at Intellisuit IT Solutions from 2017 to the present. Greg handles all aspects of electronic medical records systems monitoring, handling provider and patient inquiries, and offering guidance and consulting services to healthcare IT departments. Greg has been with Nora Mental Health, LLC since inception on November 28, 2022.

Shawna Lowe – Sr. Director of Billing and Credentialing

Shawna Lowe has been a billing and credentialing manager for various health offices since 2021 and for Nora Mental Health, LLC since inception on November 28, 2022. She handles all aspects of the credentialing process, billing process and insurance verification. She oversees each department and reviews all insurance contracts. Most recently she worked for the Downriver Heart and Vascular Specialists from 2022-2024. Prior to that she was the manager for Advanced Counseling Services, PC from 2012-2021.

**ITEM 3.
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4.
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5.
INITIAL FEES**

Initial Franchise Fee

When you sign a Franchise Agreement you will pay to us a non-refundable initial franchise fee in the amount of \$50,000 (the “Initial Franchise Fee”).

We discount the Initial Franchise Fee by \$5,000 for veterans of the United States armed forces who provide a copy of their DD214 service record.

Except as discussed above, the Initial Franchise Fee is uniform to all non-converting franchisees and is deemed earned upon payment.

Development Program

Number of Clinics	Development Fee Per Additional Unit	Total Development Fee Paid at Signing
2	\$35,000	\$85,000
3	\$35,000	\$120,000
4	\$35,000	\$155,000
5	\$35,000	\$190,000
6+	\$20,000+	\$210,000

If we determine that you are financially and operationally qualified to develop multiple Clinics, we may offer you the opportunity to enter into a Development Agreement, in which you will commit to develop a certain number of Clinics, with a minimum of two, that you and we determine to be appropriate. If you enter into a Development Agreement, you must pay us a total development fee for each Clinic that you agree to develop (the “Development Fee”). The Development Fee shall be in lieu of an Initial Franchise Fee. You will be required to sign our then-current franchise agreement when you open each Clinic in your Development Schedule. The above table contemplates the Development Fees you will pay for developing multiple Clinics. We may, in our discretion, allow you to commit to developing more than 6 Clinics, for which you would pay \$20,000 for each additional Clinic above 6 Clinics.

Conversion Fee

The Initial Franchise Fee for those converting an existing mental health practice to a Clinic, our “Conversion Model”, is \$35,000 (the “Conversion Fee”). If you agree to develop additional Clinics, you will pay a fee of \$25,000 per unit for each additional Clinic up to and including your 5th unit. If you agree to developing 6 or more units, your additional unit fee will be \$20,000 per unit beginning with your 6th unit. The method we use to calculate the Initial Franchise Fee is uniform for all franchises that we offer through this disclosure document.

Except as discussed above, Conversion Fee is uniform to converting franchisees and is deemed earned upon payment.

Initial Marketing Fee

Upon invoicing, at least 60 days prior to your grand opening date, you must pay us \$4,000 to perform initial marketing on your behalf and in your market. We may spend this money on digital marketing or print marketing in your area. This fee is nonrefundable.

Credentialing Fee

We will charge you a fee for managing your credentialing services. Currently, the average cost per credentialed clinician is between \$1,000 to \$5,000. We will work with you and the credentialing service providers to ensure your clinicians are credentialed under Nora Mental Health. This fee is nonrefundable.

Management Agreement Review Fee

For the ownership, development, and operation of a Franchised Business under the Managed Operation Model, you must sign our standard Franchise Agreement and Managed Services Addendum (attached to this disclosure document as Exhibit F); you must also enter into a Management Agreement with a Practice Entity that we approve to provide the Practice Entity and its Licensed Providers the Management Services and grant them a sublicense to use the Names and Marks at or through the Franchised Business. If we elect to review the Management Agreement that your attorney prepares under state laws applicable to your Franchised Business, you must pay us a one-time review fee up to \$500. We do not review the Management Agreement to ensure that it complies with applicable laws, but rather, limit our review to ensure consistency with our System and Marks. This fee is nonrefundable.

**ITEM 6.
OTHER FEES**

Type of Fee ¹	Amount	Due Date	Remarks
Qualified Clinician System Fee ⁽²⁾	\$1,000 per month per Qualified Clinician in	10th of each month	The “Qualified Clinician System Fee” is based on the number of active clinicians

Type of Fee ¹	Amount	Due Date	Remarks
	the prior month, not to exceed 7.5% of Collected Revenue per Qualified Clinician in the prior month.		during the previous month. See notes below.
Qualified Prescriber System Fee	\$3,000 per month per Qualified Prescriber in the prior month, not to exceed 7.5% of Collected Revenue per Qualified Prescriber in the prior month.	10th of each month	The “Qualified Prescriber System Fee” is based on the number of active prescribers during the previous month. See notes below.
Brand Fund Contribution ⁽¹⁾	\$200 per month for each active clinician.	10th of each month	The “Brand Fund Contribution” is based on the number of active clinicians during the previous month.
Services Fee ⁽²⁾	\$550 per month for each active clinician after six months in operation. \$400 per month for each active clinician for the first six months of operation.	10th of each month	The “Services Fee” is based on the number of active clinicians during the previous month.
Technology Fund Contribution	\$75 per month for each active clinician.	10th of each month	The “Technology Fund Contribution” is based on the number of active clinicians during the previous month. The Technology Fund Contribution obligation will commence upon your Nora Mental Health Clinic opening for operation. You must contribute a prorated amount into this fund for your first or last partial month of operation, based on the days your business is operational.
Insurance	Costs plus 20%	As Invoiced	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained plus twenty percent (20%) of the premium for an administrative cost of obtaining the insurance.

Type of Fee ¹	Amount	Due Date	Remarks
Additional Trainee Fee	Currently, we charge \$1,500 for each additional trainee for the initial training	When your franchisee is operational	We provide initial training at no charge for up to two people.
Additional Training or Assistance Fees	Currently, we charge \$1,000 for one day plus \$500 for each additional day (which must be consecutive days). If ongoing training is at your location you must pay for our hotel, air fare, and other expenses incurred by our trainer.	When training or assistance begins	We may charge you for the requested training additional persons, newly hired personnel, refresher training courses, advanced training courses, and additional or special assistance or training you need or request. The fee amount will depend on the training required and experience level of the trainer.
Late Payment and NSF Fee ⁽³⁾	\$75 per occurrence, plus the lesser of the daily equivalent of 18% per year simple interest or the highest rate allowed by law.	As Invoiced	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.
Indemnification	Our actual costs	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your Nora Mental Health Clinic or Franchise.
Renewal Fee	\$500	Prior to Renewal	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement. You must sign a then current version of our Franchise Agreement.
Development Extension Fee	\$2,500 for 90 days	Upon request for extension	You must pay us an Extensions Fee for a one-time 90-day period we may grant you as an extension.
Relocation Fee	\$5,000	Once Approved	You must reimburse us this fee if we permit you to relocate your Nora Mental Health Clinic. We will provide you with copies of our invoices for our expenses from any third-party providers upon request.

Type of Fee ¹	Amount	Due Date	Remarks
Transfer Fee ⁽⁴⁾	\$10,000	At the time of transfer	Payable in connection with the transfer of your Nora Mental Health Clinic, a transfer of ownership of your legal entity, or the Franchise Agreement. There are various other conditions you must meet for us to approve your transfer request.
Maintenance and Refurbishing of Business ⁽⁵⁾	\$10,000	As requested	If, after we notify you, you do not undertake efforts to correct deficiencies in store appearance, then we can undertake the repairs and you must reimburse us.

Notes to Item 6:

Generally. Unless otherwise noted, all fees are non-refundable, payable to us, and uniformly imposed on all franchisees receiving this offering. For all amounts payable to us and our affiliates, you must use the payment method(s) that we designate from time to time. As of the date of this disclosure document, we require payment electronic funds transfer (“EFT”), and you must designate an account at a commercial bank of your choice and furnish the bank with authorizations when you sign the franchise agreement to permit us to make withdrawals from that account. Except as described in Note 3, all fees listed in this Table are applicable to each Territory purchased and the amount of each fee will be due and payable in the manner and at the times described in this table for each Territory independently, and not in the aggregate. If your state, or any governmental body in your state, charges a tax on any fee you owe to us or to our affiliates, then you must pay an additional amount equal to the amount of this tax.

Upon at least 60 days’ prior notice to you, we may change the frequency of payment of any fees payable to us, including on a weekly or other billing cycle rather than monthly or annually, in which case the fee will prorated based on the number of days in the applicable billing cycle. We may at any time, upon notice to you, modify any prices or other amounts charged by us or our affiliate for products or services, other than the Qualified Clinician System Fees and Qualified Prescriber System Fees.

A “Qualified Clinician” means a Licensed Provider providing outpatient counseling and therapy products and services, directly or indirectly, at or through your Franchised Business in a given calendar month (whether working part-time or full-time, whether providing services for a full or partial month, and whether retained as an employee or independent contractor). However, if a Qualified Clinician provides products or services, directly or indirectly, at or through multiple Nora Mental Health clinics owned or managed by you or your affiliates, we will allocate the Qualified Clinician on a pro-rata basis to each clinic based on the approximate hours worked at each clinic or allocate the Qualified Clinician to a single clinic, as we may determine.

A “Qualified Prescriber” means a Licensed Provider who provides evaluation and management services that is licensed to prescribe medication to patients, directly or indirectly, at or through your Franchised Business in a given calendar month (whether working part-time or full-time, whether providing services for a full or partial month, and whether retained as an employee or independent contractor). However, if a Qualified Prescriber provides products or services, directly or indirectly, at or through multiple Nora Mental Health clinics owned or managed by you or your affiliates, we will allocate the Qualified Prescriber on a pro-rata basis to each clinic based on the approximate hours worked at each clinic or allocate the Qualified Prescriber to a single clinic, as we may determine.

“Collected Revenue” means the total amount of revenues, income, receipts, reimbursements, and other fees actually received that are attributable to or earned by the Licensed Providers or other employees or contractors of the Franchised Business for activities and services taking place by or through the Franchised Business or processed through the record management system, and all other services and products, if any, sold under the Marks, or otherwise related to the Franchised Business, including amounts received for co-pays, private payments, and insurance reimbursements. Amounts collected and remitted by you to any governmental taxing authority in satisfaction of sales or occupation taxes are excluded from Collected Revenues.

1. Marketing Fund Contribution. You must pay us this fee in the same manner as royalties. The Marketing Fund Contribution is currently set at \$200 per month for each active clinician at your franchise for the entire term of the Franchise Agreement. The Marketing Fund Contribution obligation will commence upon your Nora Mental Health Clinic opening for operation. You must contribute a pro-rated amount into this fund for your first or last partial month of operation, based on the days your business is operational.
2. Services Fee. This fee helps us offset our costs in medical billing, medical records, and the call center service we provide for you. You will be charged a pro-rated amount for this fee for you first or last partial month on operation, based on the days your business is operational.
3. Non-Sufficient Funds Fee: We may charge you an insufficient funds fee if any payment you owe is rejected due to insufficient funds in your EDTA, or if any other payment instrument you are authorized to use is rejected for insufficient funds.
4. Transfer Fee: The term “transfer” means any of the following: the sale of 20% or more of the assets of your franchise; the sale, assignment, or conveyance of 20% or more of your stock, membership interest, membership units, or partnership units of your franchise to any third party; or the placement of your assets, stock, membership interest, partnership units, or membership units of your business into a business trust.
5. Maintenance and Refurbishment: We may charge you certain maintenance and refurbishment fees for any work we perform on your behalf to repair or otherwise improve your franchise location, including any such repairs or improvements made on our own initiative if you refuse to complete any requested maintenance or refurbishment. Maintenance and refurbishing fees are payable to us, collected by us, and are non-refundable. The total amount of the maintenance and refurbishment fees that you pay us will vary depending on the labor and material costs of any such maintenance and refurbishing, as well as any associated costs or losses we may incur due to your failure to maintain or refurbish the location in accordance with our requests. Your requirement for remodeling will not exceed \$10,000.

[The remainder of the page intentionally left blank]

**ITEM 7.
ESTIMATED INITIAL INVESTMENT**

A. ESTIMATED INITIAL INVESTMENT – STANDARD TERRITORY

Type of Expenditure	Low Estimate	High Estimate	Method of Payment	When Due	To Whom Payment is to be made
Initial Franchise Fee ⁽¹⁾	\$50,000	\$50,000	Collected funds – lump sum	Upon execution of Franchise Agreement	Franchisor
Initial Inventory and Supplies ⁽²⁾	\$1,500	\$4,000	As arranged	Prior to opening your Clinic	Franchisor
Initial Marketing Fee ⁽³⁾	\$4,000	\$4,000	As arranged	Prior to opening your Clinic	Franchisor
Credentialing ⁽⁹⁾	\$1,000	\$5,000	As arranged	Prior to opening your Clinic	Franchisor
Fixtures and Furnishings ⁽¹²⁾	\$10,000	\$25,000	As arranged	As incurred	Franchisor
Real Estate Rent & Deposits ⁽⁴⁾	\$3,000	\$10,000	As arranged	As incurred	Marketing vendors or franchisor
Utility Deposits ⁽⁵⁾	\$500	\$2,000	As arranged	As incurred	Various suppliers and/or franchisor
Exterior Signage ⁽⁶⁾	\$1,000	\$8,000	As arranged	Prior to opening your Clinic	Suppliers
Traveling for Training Expenses ⁽⁷⁾	\$1,000	\$3,000	Lump Sum	Prior to opening your Clinic	Suppliers
Grand Opening Marketing ⁽⁸⁾	\$0	\$6,000	As arranged	Prior to opening your Clinic	Suppliers
Computers, hardware, and software ⁽¹⁰⁾	\$2,000	\$8,000	As arranged	Prior to opening your Clinic	Suppliers
Leasehold Improvements ⁽¹¹⁾	\$0	\$30,000	As arranged	As incurred	Construction, Contractors, and/or Landlord
Professional Fees ⁽¹³⁾	\$2,500	\$6,000	As arranged	As incurred	Attorneys and Accountants
Permits and other Licenses ⁽¹⁴⁾	\$1,000	\$4,000	As arranged	As incurred	Government and Local Authorities
Insurance ⁽¹⁵⁾	\$1,000	\$3,000	As arranged	As incurred	Insurance Company
Additional Funds – 3 Months ⁽¹⁶⁾	\$25,000	\$60,000	As arranged	As incurred	Suppliers
TOTAL¹⁷	\$103,500	\$228,000			

Note on Conversion Models: If you are converting an existing clinic to a Nora Mental Health Clinic, we anticipate your initial investment range will be lower based on a reduction in franchise fee, in necessary additional funds, and a lesser need for furniture and leasehold improvements.

Notes:

1. Initial Franchise Fee. Calculation of the Franchise Fee is discussed in detail in Item 5. The Franchise Fee shown is for a standard Territory.
2. Initial Inventory and Supplies. This estimates the cost of supplies required to begin operating your Clinic. Your estimated initial inventory and supplies will typically include a minimal amount of office equipment and supplies. We have the right to change the inventory and supplies at any time.
3. Initial Marketing Fee. You must pay us \$4,000 to offset our cost in promoting your franchise grand opening.
4. Real Estate Rent & Deposits. If you do not own a location for your Nora Mental Health Clinic, you must purchase or lease a commercial location. Locations for Nora Mental Health Clinics typically measure from 800 to 2,000 square feet. You must use our building specifications for your real property space and design plans for building out, remodeling, or retrofitting your Clinic Site. The Site must be approved by us. The location must meet certain basic requirements described in the Franchise Operations Manual. The estimate for these deposits includes your first month's rent payment, security deposits. We have assumed a security deposit equal to one month's rent, but this may vary with each location.
5. Utility Deposit. Your utilities provider may require you to place a deposit to begin providing services for your Site.
6. Exterior Signage. If your location allows, you must use approved exterior signage on your Site.
7. Traveling for Training Expenses. We provide training at our training center in Niles, MI or at another location designated by us. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all initial training program attendees. Initial training is provided at no charge for up to two people, one of which must be a principal owner; if additional initial training is required or more people must be trained, an additional fee will be assessed.
8. Grand Opening Marketing (3 months). We require you to pay us and Initial Marketing Fee of \$4,000 which we will use to perform online marketing on your behalf. You are not required to spend more money on advertising in your Territory but we recommend you spend up to \$6,000 more on grand opening activities.
9. Credentialing. You are obligated to use our approved vendor for billing and credentialing services which will panel you and your therapists on each insurance plan that you want to be able to submit in-network claims to. You must pay us directly to offset this cost that we cover. The more insurance plans you panel with the more patients you can accept in-network, so it is a benefit to be paneled with all the major insurance plans. The low estimate of credentialing assumes you will not be credentialed with any insurance plans and will only submit out of network claims and accept private pay patients. The high estimate assumes you and your staff therapists will be credentialed with all major insurance plans.
10. Computer Hardware and Technology. This estimate includes the costs related to the purchase of specified computer hardware and software that we require. If we require, you must provide us with electronic access to certain daily information. We reserve the right to add, remove, increase, decrease, or modify these requirements at any time.
11. Leasehold Improvements. The range in this category reflects an estimate for layout and construction build-out costs for your Nora Mental Health Clinic. Your cost for leasehold improvements will vary depending upon the size of your Nora Mental Health Clinic, the amount of tenant improvements you receive from your landlord, its geographic location, and the work that the lessor may do as a result of the lease negotiation. If you are converting an existing business into a Nora Mental Health Clinic, your costs may be

higher or lower depending on the available assets, fixtures, signage, and conversion costs. You must have your own contractor. Construction costs in some areas of the country may exceed these estimates. You must meet our standard plans and specifications.

12. Fixtures and Furnishings. We will offer you two packages of furnishings for your Nora Mental Health Clinic, and we will take care of all fixtures and furnishings ordering for you from our approved suppliers. All fixtures, furnishings, colors, and décor will conform to our standards and specifications. If you choose to purchase fixtures/furnishings on your own, we must approve all items to ensure they meet our standards and specifications.

13. Professional Fees. This estimates the costs of professional advisors (like an attorney and an accountant) for the initial review and advice consistent with the start-up of a franchised business.

14. Permits & Business Licenses. This estimates the costs of business licenses for you to begin operations of the Clinic. This estimate is based on our experiences with business licenses in Niles, Michigan, and may vary depending on your state and local requirements.

15. Insurance. You must purchase and maintain insurance in the types and amounts described in the Franchise Agreement or Manual. This estimate covers three months' premiums for workers' compensation and commercial liability insurance. Your cost of insurance may vary depending on the insurer, the location of your Clinic, your claims history, and other factors. You must provide certificates of insurance evidencing coverage to us on an ongoing basis.

16. Additional Funds (3 months). This category estimates your pre-operational expenses that are not listed in other categories, as well as additional funds necessary for the first three (3) months of your operations including expenses for this such as employee salaries and wages, utilities, payroll taxes (including payroll to cover the grand opening promotional period and the pre-opening training period for your staff), Royalty Fees, legal and accounting fees, additional advertising, health and workers' compensation insurance, bank charges, miscellaneous supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, and other miscellaneous items. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs depend on factors such as: adherence to our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for our concept; the prevailing wage rate; competition; and the sales level reached during this initial period.

17. Total. Except as expressly indicated otherwise, these estimates cover your initial cash investment up to the opening of your Clinic. They do not provide for your cash needs to cover any financing incurred by you or your other expenses. You should not plan to draw income from the operation during the start-up and development stages of your Clinic, the actual duration of which will vary materially from franchisee to franchisee and cannot be predicted by us for your Clinic (and which may extend for longer than the three month "initial phase" described in Note 16). You must have additional sums available or other assets you may liquidate or against which you may borrow to cover other expenses and operating losses you may sustain during your start-up, development stage, and beyond. The amount of reserves necessary will vary greatly from franchisee to franchisee and will depend on many factors. Because the actual amount of reserves will vary from operation to operation and cannot be meaningfully estimated by us, we urge you to retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for your Clinic.

B. DEVELOPMENT AGREEMENT— (2-5 PACK)

Type Of Expenditure ¹	Amount		Method Of Payment	When Due	To Whom Payment Is To Be Made
	Lowest	Highest			
Development Fee²	\$85,000	\$190,000	Lump sum, in cash, certified check or bank wire	At signing of the Development Agreement.	Us
Initial Investment to Open Initial Clinic³	\$53,500	\$178,000			
TOTAL ESTIMATED INITIAL INVESTMENT	\$138,500	\$368,000			

1. General. All amounts payable to us are nonrefundable, unless otherwise noted. Amounts payable to suppliers/vendors are refunded according to arrangements you make with the vendor, if any. These figures are estimates of the range of your initial costs in the first three months of operating the initial Clinic you are granted under your Development Agreement only.

2. Development Fee. The Development Fee is non-refundable. The Development Fee is described in greater detail in Item 5 of this disclosure document, and this Development Fee is for the right to open and operate between two (2) and five (5) Clinics (provided you comply with your development obligations under the Development Agreement).

3. Initial Investment for Initial Franchised Clinic. This figure represents the total estimated initial investment required to open and commence operating the first Clinic you agreed to develop under your Development Agreement. You will be required to enter into our then-current form of franchise agreement for the initial Clinic you open under your Development Agreement, most likely once you have found a Premises for the business that we approve. The range includes all the items outlined in Chart 7.A. of this Item, except for the Initial Franchise Fee (because you are not required to pay an Initial Franchise Fee for those Clinics you open under the Development Agreement). It does not include any of the costs you will incur in opening any additional Clinic(es) that you are granted the right to open and operate under your Development Agreement.

**ITEM 8.
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

We have the right to require that all equipment, technology, inventory, supplies, vehicles, signs, furnishings, fixtures, décor items, retail merchandise, payment systems, and other products and services that you purchase for use or resale in the Clinic: (a) meet our specifications; or (b) be purchased from vendors that we have expressly approved; or (c) be purchased only from a single source (which may include us or our affiliates) at the then-current price. To the extent that we establish specifications, require approval of vendors, or designate specific vendors for an item, we will notify franchisees via the Manual or otherwise.

We may negotiate contracts with providers of goods and services to obtain favorable pricing for our franchisees and Affiliate-Owned Outlets. The terms of purchase agreements may vary based on any number of factors and prices may change over time.

Other than as noted in this Item, we do not currently negotiate purchasing arrangements with vendors on behalf of our franchisees, but we reserve the right to do so, including pricing terms. Our ability to negotiate and maintain arrangements with vendors may depend on the participation of as many franchisees as

possible. Accordingly, if we name a specific vendor for a product or service, you must obtain the product or service from that designated vendor. You must comply with the terms and conditions included in the contract with a specific vendor.

We and our affiliates may earn a profit on products and services we sell to you directly, and we and our affiliates may receive rebates, administrative fees, commissions, licensing fees, or other benefits from unaffiliated vendors and distributors from their sales of products or services to franchisees, whether the product or service is presently mentioned in this Item or not. Except as limited by applicable law, we and our affiliates have the right to retain any payments received from vendors. As of the date of this disclosure document, none of our officers owns an interest in any unaffiliated vendors that sell products or services to our franchisees.

We or our affiliates may negotiate purchasing arrangements under which vendors agree to make goods or services available to Clinics on specific terms. You agree to participate in and abide by the terms of any vendor purchasing program we establish.

If we require you to use an approved vendor for a particular item, but you wish to purchase the item from a source that we have not approved, you may submit a written request for approval of the vendor, unless it is an item for which we have designated a specific vendor. To obtain approval, proposed vendors must demonstrate the ability to meet our standards and must possess adequate quality controls and capacity to supply your needs promptly and reliably. We will provide the relevant standards and specifications to vendors that wish to become approved vendors, provided that the proposed vendor signs a confidentiality agreement; however, we may refuse to disclose product formulations or specifications that we deem to be extremely sensitive. At our request, you must submit samples and other information we require to examine, test, and determine whether the proposed vendor meets our specifications and quality standards. We may also require that the proposed vendor allow our representatives to inspect its facilities. We may charge vendors a license fee to use our trademarks or other proprietary property. We may also charge vendors a rebate or other fee for participation in our purchasing program.

If we do not require you to use a designated source or approved vendor for a particular item, you may purchase the item from any source you choose provided your purchases conform to the brand standards.

We have no obligation to approve any specific vendor or any minimum number of vendors for any item, and any proposed vendor relationship must not jeopardize the availability of any special pricing or other benefits offered by existing vendors based on system-wide purchases. We may require you to pay a fee to cover our costs of reviewing a proposed vendor. We generally will give you written notice of approval or disapproval of the proposed vendor within thirty (30) days after receiving your request. You may not sell or offer for sale any products or services from the proposed vendor until you receive our written approval.

We have the right to revoke a vendor's approved status for any reason in our sole and absolute discretion. On receipt of written notice of revocation, you must stop buying from the disapproved vendor. If we revoke our approval of the products because they fail to meet our standards, you may be prohibited from using your remaining inventory of those products.

We estimate that the proportion of your required purchases and leases from approved suppliers to all purchases and leases in establishing the Clinic is 90% to 95%. We estimate that the proportion of your required purchases and leases from approved suppliers to all purchases and leases in operating the Clinic is 1% to 5%. These amounts are subject to change.

The following specific restrictions on your purchasing are in effect as of the issuance date of this disclosure document, but we can impose other restrictions at any time:

Items You Must Purchase from Us or Affiliates

Neither we nor any of our affiliates is an approved vendor of products or services to our franchisees as of the issuance date of this disclosure document. However, we reserve the right to designate ourselves and/or our affiliates as an approved vendor, or as the only approved vendor, for other products and services in the future. If we do not require you to use a designated source or approved vendor for a particular item, you may purchase the item from any source you choose, as long as your purchases conform to the brand standards.

Items You Must Purchase from Designated or Approved Third Parties

We will provide you with a list of our designated and approved suppliers in our Franchise Operations Manual.

You must purchase all products, equipment, supplies, and materials only from approved suppliers (including manufacturers, wholesalers, and distributors) and/or us.

You must purchase, install, maintain in sufficient supply, and use only fixtures, furnishings, equipment, materials, signs, and supplies that conform to the standards and specifications described in the Franchise Operations Manual or otherwise in writing. Fixtures, furnishings, equipment, and materials may be purchased from us once we get the dimensions of your office. Our interior designer will put together a design for your space and we will give you two furniture/furnishing/decor options to outfit your Nora Mental Health clinic that conforms to our standards and specifications.

You must use the computer hardware and software systems, applications, and web technologies that we periodically designate to operate your Nora Mental Health Clinic. You must obtain the computer hardware, software licenses, maintenance and support services, and other related services that meet our specifications from the suppliers we specify.

You must use our mandated billing vendor and electronic medical records software we require.

You must purchase certain marketing and promotional items directly from us or any affiliate.

You must use our approved vendors for HR, Payroll and Accounting services. We give you a choice of 3 to use and if you want to use another service for HR, Payroll and Accounting you must get our approval.

Items That Must Meet Our Specifications

For some products and services, we have not designated a specific source or vendor that you must use, but you must follow our specifications and/or obtain our approval of the vendor. As of the date of this disclosure document, they include:

Insurance

You must maintain the types and minimum amounts of insurance coverage and bonds we specify for the Clinics. The table below sets out our required and recommended insurance coverage as of the date of this disclosure document:

TYPE OF POLICY	POLICY MINIMUMS	NOTES
General Liability Insurance	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate
Group Malpractice Insurance	\$1,000,000	Per Occurrence
	\$3,000,000	In the Aggregate
Umbrella Liability Insurance	\$3,000,000	

TYPE OF POLICY	POLICY MINIMUMS	NOTES
Fire and Damage to Rented Premises	\$1,000,000	
Workers Compensation	State or local requirements	*Required
Medical Expense	\$10,000	Any single individual

Your insurance policies must be written by a carrier with an industry rating acceptable to us, must name us, Nora Mental Health Franchise, LLC, and our parents, subsidiaries, and affiliates, and their respective officers, directors, members, shareholders, and employees as additional insureds, and must not have deductibles, exclusions or co-insurance that are unacceptable to us. All public liability and property damage policies must be primary and non-contributory and must contain a waiver by the insurance company of subrogation rights against us and our affiliates, successors, and assigns.

Prior to opening your Clinic, you must provide us with certificates of insurance demonstrating that you have met the requirements. At least thirty (30) days before expiration of a policy, you must furnish evidence of renewal or replacement insurance. If you do not obtain the required coverage, we have the right (but not obligation) to obtain insurance on your behalf. If we do so, you must reimburse us for the cost of insurance, plus a reasonable fee for our services. We can increase the coverage requirements or require different or additional kinds of insurance.

Cooperatives

There are no purchasing cooperatives or distribution cooperatives in our franchise system as of the date of this disclosure document. We do not provide material benefits to franchisees based on their purchase of products or services or use of particular vendors.

Revenue from Franchisee Purchases

We derive no revenue from franchisee purchases but reserve the right to do so in the future. During the 2023 fiscal year, neither we nor our affiliate earned any revenue from required franchisee purchases.

ITEM 9. FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the franchise agreement (“FA”) and development agreement (“DA”). It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Location in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	FA Section 4, 8 and Attachment A	Items 7 and 11
b. Pre-opening purchases/leases	FA Sections 5 and 6	Items 7, 8 and 11
c. Site development and other pre-opening requirements	FA Sections 5 and 6	Items 7 and 11
d. Initial and ongoing training	FA Sections 6, 7 and 9	Items 6,7 and 11
e. Opening	FA Sections 4, 6 and 8 DA Section 3	Items 6,7,9 and 11
f. Fees	FA Sections 6, 7, 8, 9, 12, 13, 15 and 18 DA Sections 2	Items 5, 6 and 7

Obligation	Location in Agreement	Disclosure Document Item
g. Compliance with standards and policies/Franchise Operations Manual	FA Sections 1,4, 13 and 18	Items 8, 11, 12, 14
h. Trademarks and proprietary information	FA Sections 1, 3, 16 and 19 DA Section 9	Items 13 and 14
i. Restrictions on products/services offered	FA Sections 1 and 13	Items 8 and 16
j. Warranty and customer service requirements	FA Sections 6 and 13	Items 1 and 11
k. Territorial development and sales quotas	FA Sections 4 DA Section 3	Items 1, 11 and 12
l. Ongoing product/service purchases	Sections 12 and 13	Items 8 and 16
m. Maintenance, appearance, and remodeling requirements	FA Sections 8, 9 and 13	Items 7, 8 and 11
n. Insurance	FA Section 17.1	Items 6, 7 and 8
o. Advertising	FA Sections 12 and 14	Items 11, 13 and 14
p. Indemnification	FA Section 20 and Attachment A	Not Applicable
q. Owner's participation/management and staffing	FA Sections 6, 9, 13 and 16	Items 11, 15 and 17
r. Records and reports	FA Section 17	Item 11
s. Inspections and audits	FA Section 18	Items 6 and 11
t. Transfer	FA Section 21 DA Section 7	Item 17
u. Renewal	FA Section 5	Item 17
v. Post-termination obligations	FA Section 23 DA Section 8.2	Item 17
w. Non-competition covenants	FA Sections 16 and 19 DA Section 8	Item 17 and Exhibit H-3
x. Dispute resolution	FA Section 25 DA Section 9	Item 17

**ITEM 10.
FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

[The remainder of the page intentionally left blank]

ITEM 11.
FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Obligations

We have the following obligations to you before you open your Clinic:

- We will conduct an initial training program as described below. (Franchise Agreement - §6.1)
- We will loan to you one copy of the Manual to use during the term of the franchise agreement. You may not reproduce the Manual without our prior express written consent. The Manual contains our standard operating procedures, policies, rules, and regulations with which you must comply, as well as specifications for equipment, signage, inventory, and supplies for your Clinic. The Manual’s contents must be kept confidential. (Franchise Agreement - §7.2)
- We will provide you with any specifications that we develop for fixtures, furnishings, equipment, and signage, which may include the names of approved suppliers. However, we do not supply these items directly, nor do we assist with delivery or installation. (Franchise Agreement – §8.3)
- We will work with you on creating a pre-opening marketing plan for the Clinic. (Franchise Agreement - §12.1)
- We will provide opening support and assistance as we deem appropriate, at the time(s) and in the manner we determine. If you request opening support beyond what we customarily furnish to Clinics, and if we agree to furnish the additional support, then we will have the right to impose a fee, plus expenses, for providing the agreed additional support. (Franchise Agreement - §7.3)

We estimate the typical franchisee will be ready to open their business six to nine months after executing a franchise agreement. Factors that could affect when a franchisee can begin operation include Site selection and set-up, financing, and local labor conditions. In exchange for you paying a \$2,500 Extension Fee and signing a general release, we may offer you a one-time extension of 3 months. If you are granted an extension and cannot open within 12 months of the effective date of your franchise agreement, we may terminate your franchise agreement. (Franchise Agreement - §8.6 and §8.7)

Factors we consider in selecting and improving sites are: general location, demographics, traffic patterns, and that it meets our minimum sizing requirements.

Continuing Obligations

We have the following obligations to you during the operation of your business:

- Inform you of mandatory standards, specifications, and procedures for the operation of your Nora Mental Health franchise (Franchise Agreement – Article 13).
- Upon reasonable request, provide advice regarding your Nora Mental Health Clinic’s operations based on reports or inspections. Advice will be given during our regular business hours and via written materials, electronic media, telephone, or other methods in our discretion (Franchise Agreement – §7.3 and §7.4).
- Provide you with advice and guidance on advertising and marketing (Franchise Agreement – §7.3 and §12.1).

- Provide additional training to you for newly hired personnel on the Nora Mental Health brand and system guidelines, refresher training courses and additional training or assistance that, in our discretion, you need or request. You may be required to pay additional fees for this training or assistance (Franchise Agreement – §6).
- Allow you to continue to use confidential materials, including the Franchise Operations Manual and the Marks (Franchise Agreement – §13.2).
- Maintain and administer the Advertising Fund. We may dissolve the Advertising Fund upon written notice (Franchise Agreement – §12.2).
- Host a page on our website to advertise your Franchised business (Franchise Agreement – §12.1).
- Provide an EMR (Electronic Medical Records) system with integrated billing plus complete billing service (Franchise Agreement – §13.6).
- Provide sample templates and forms you may need to use in your Clinic (Franchise Agreement – §13.1).

In addition to the support described in this Item 11, we may choose to offer additional assistance in the form of additional training and in-person or remote consultation services as we deem appropriate in our sole and absolute discretion.

Optional Assistance

During the term of the Franchise Agreement, we (or our designee(s)) may, but are not required to, provide the following assistance and services to you:

- Modify, update, or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment, or new techniques (See Franchise Agreement – Section 13).
- Make periodic visits to the Nora Mental Health Clinic for the purpose of assisting in all aspects of the operation and management of the Nora Mental Health franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Nora Mental Health franchise, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then current training charges (See Franchise Agreement – Section 6).
- Hold periodic national or regional conferences to discuss business and operational issues affecting Nora Mental Health franchisees.

Advertising Assistance

Marketing Fund

Franchisor has established and administers a brand awareness fund (the “Marketing Fund”) to promote and enhance the image, identity, and patronage of the System. The Marketing Fund is operated under the parameters described in this section. We require you to contribute \$200 per month for each active clinician to the Marketing Fund in addition to the amounts required for local/co-op advertising noted above. All franchisees will generally be required to contribute to the Marketing Fund at the same rate, and Affiliate-Owned Outlets are not required to contribute to the Marketing Fund. The sums you and other franchisees contribute to the Marketing Fund are deposited in our general operating account and segregated

administratively on our books, but the funds are commingled with our general operating revenues. If we spend less than the total of all contributions to the Marketing Fund during any fiscal year, we may accumulate such sums for use in later years.

We intend to spend an amount equal to the Brand Fund revenue received or allocated by us for national, regional, or local advertising, public relations, and promotional campaigns, typically in media such as direct mail advertising, newspapers, radio, and cable and local television. A reasonable portion of this sum may also be spent for other items including conducting marketing studies; and the production and purchase of advertising art, commercials, musical jingles, print advertisements, point of sale materials, media advertising, outdoor advertising art, and direct mail pamphlets and literature, and may also be allocated to reimburse us or our affiliates for internal expenses of operating an advertising department and administration of our advertising program. We determine, in our discretion, all matters relating to such advertising, public relations and promotional campaigns, and we are not required to allocate or expend brand fund contributions for the benefit of any particular franchisee or group of franchisees on a pro-rata or proportional basis. We are not required to spend any amounts on advertising in your Territory. In our most recent fiscal year, no Brand Fund money was disbursed. No Brand Fund contributions are used solely for advertising to solicit new franchisees, however, the Nora Mental Health website, public relations activities, community involvement activities, and other activities supported by the Brand Fund may contain information about franchising opportunities.

In no event will we be deemed a fiduciary with respect to any contributions to the Marketing Fund we receive or administer. We are not required to have an independent audit of the Marketing Fund completed. We will prepare an unaudited report certified by one of our officers showing the Marketing Fund balance at the beginning of the year, the total amount contributed by franchisees and allocated by us on behalf of our company-owned businesses, and the amount actually spent for the year, and the remaining balance or deficit in the Brand Fund at the end of the fiscal year. This report will be available to you on your written request within 120 days after the close of our fiscal year.

Social Media Management

We have contracted with a national advertising agency to conduct social media marketing on your behalf. Through the agency, we will establish and maintain a social media presence for the Nora Mental Health brand and each of your locations. You may be required to supply media for use in the Brand Awareness Program. This social media management is paid for by your Marketing Fund contribution.

Promotional Campaigns

We may periodically conduct promotional campaigns on a regional basis to promote our services or marketing themes. You must participate in all promotional campaigns we establish for the region in which your Clinic is located.

Local Area Marketing

In addition to required Brand Fund Contributions, we recommend you spend on advertising in your local market, but currently we do not require you to do so. We reserve the right to specify how you spend the Local Area Marketing budget and may require you to make your payments directly to us.

Grand Opening Marketing

We do not require you to spend any amount on grand opening marketing, but we recommend you spend up to \$6,000 in addition to the amount you will pay us to perform initial marketing services on your behalf. We have the right to modify your grand opening plan, in our sole discretion, and may require you to use a public relations firm to assist with your grand opening. You must provide us with supporting documentation evidence of these expenditures upon request.

Cooperative Advertising

As of the date of this disclosure document, we have not established any local or regional advertising or brand awareness cooperatives (“Co-op”). If we do so in the future, you must participate in any cooperative advertising or brand awareness program for the region in which your Clinic is located. We may change, dissolve, or merge Co-ops in our sole discretion. You must contribute to the Co-op up to 2% of your Gross Revenue, as determined by the members of the Co-op. Any amount contributed to the Co-op will be credited against the minimum amount which you must spend on local advertising, as described above.

Advisory Council

We currently do not have, but may form, an advisory council (“Council”) to advise us on advertising policies. Members of the Council would consist of both franchisees and corporate representatives. Members of the Council would be selected by way of a voting method specified in the Council’s bylaws. The Council would serve in an advisory capacity only. We will have the power to form, change or dissolve the Council, in our sole discretion.

Training Assistance

After signing your Franchise Agreement and before opening your Clinic, you or (if you are an approved entity) your Principal Executive, and your Designated Representative must enroll in and complete all training programs and classes which we require for the operation of the Clinic. At all times during the term of your franchise agreement, at least one management employee at your Clinic must have attended and completed our week-long full-time Initial Training Program to our satisfaction, at our offices in Niles, Michigan or at some other location we may designate, or through a virtual environment. Training programs are offered periodically as needed to meet the demands of new franchisees. There is a tuition fee of \$1,500 for attendance by you or (if you are an approved entity) your Principal Executive, and your Designated Representative (up to two attendees) to attend the Initial Training Program, but all expenses that you and your personnel incur while attending or obtaining the training course will be borne entirely by you. We may charge our then current training fees for any additional personnel attending the training course, or for any attendees who fail to complete the training course to our satisfaction and must repeat the training.

We may periodically offer additional training programs to you, your Principal Executive or your Designated Representative covering such subjects as new products or procedures, marketing, bookkeeping, accounting and general operating procedures and the establishment, development, and improvement of computer systems. Attendance by you, your Principal Executive or your Designated Representative may be mandatory or optional, in our discretion. There is no tuition fee for mandatory or optional training courses. All expenses that you and your personnel incur while attending or obtaining all the training will be borne entirely by you.

We will not provide general business or operations training to your employees or independent contractors; however, we may provide limited training on the Nora Mental Health System and brand standards to your key employees. You will be responsible for training your employees and independent contractors, including any training on the day-to-day operations of the Nora Mental Health Clinic. You will be responsible for hiring, training, directing, scheduling, and supervising your employees and independent contractors in the day-to-day operations of the Nora Mental Health Clinic.

Instruction materials include our Manual, digital training materials, and related workbooks. New operators and managers must be approved by us and complete training program before assuming active duty at your Clinic.

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Nora Mental Health Principles & Standards	2	8	Online, Your location or At our Affiliate’s location
Culture	4	2	Online, Your location or At our Affiliate’s location
Business Basics	2	8	Online, Your location or At our Affiliate’s location
Insurance & Billing	0	8	Online, Your location or At our Affiliate’s location
Policies & Procedures	0	8	Online, Your location or At our Affiliate’s location
Totals:	8 Hours	34 Hours	

Notes:

1. We reserve the right to vary the length and content of the Initial Training Program based upon the experience and skill level of the individual attending the Initial Training Program. We will use the Franchise Operations Manual as the primary instruction materials during the Initial Training Program.
2. Dr. Cullen Hardy currently oversees our training program, developed our system and has over a decade of experience.
3. Other instructors will include experienced Nora Mental Health trainers, administrative staff, managers and/or assistant managers who have a minimum of 6 months of experience.
4. All training is scheduled by us throughout the year on an as-needed basis to reasonably accommodate franchisees.

Computer Systems

We require you to have a dedicated telephone line for your Clinic as well as at least one device with access to the internet capable of running our business management software (the “Management and Technology System”). You are required to use the software for functions we designate in the Manual. Otherwise, so long as your computer and mobile communications devices and systems meet these functionalities, you may purchase them from any source. We do not currently, but may in the future, require specified brands or suppliers of communications devices, hardware, and software.

We will have the right to access all information and financial data recorded by your computer for audit and sales verification purposes.

If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require. You must replace, upgrade, or update at your expense the system as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our requirements.

For any proprietary software or third-party software that we require you to use, you must execute and be responsible for the fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require.

We estimate that the Management and Technology System will cost between \$1,000 and \$3,000, which includes the cost of the hardware, software licenses, related equipment, and network connections, including related installation costs. We, or our approved suppliers, will act as vendors or suppliers of some or all of the components of the Management and Technology System.

The Management and Technology System will be dedicated for business uses relating to the operation of the Clinic; (i) to use the Management and Technology System in accordance with our policies and operational procedures; (ii) to transmit financial and operating data to us as required by the Manuals; (iii) to do all things necessary to give us unrestricted access to the Management and Technology System at all times (including users IDs and passwords, if necessary) so that we may independently download and transfer data via a modem or other connection that we specify; (iv) to maintain the Management and Technology System in good working order at your own expense; (v) to ensure that your employees are adequately trained in the use of the Management and Technology System and our related policies and procedures; and (vi) not to load or permit any unauthorized programs on any hardware included in the Management and Technology System.

You also must comply with all laws and payment card provider standards relating to the security of the Management and Technology System, including, without limitation, the Payment Card Industry Data Security Standards. You are responsible for all consequences that may arise if the system is not properly operated, maintained, and upgraded or if the Management and Technology System (or any of its components) fails to operate on a continuous basis or as we or you expect.

You must give us unrestricted and independent electronic access (including users IDs and passwords, if necessary) to the Management and Technology System for the purposes of obtaining the information relating to the Clinic and always maintain that access. You must permit us to download and transfer data via a high-speed internet connection or such other connection that we specify on a real-time basis. There are no contractual limitations on our right to access data stored in the Management and Technology System.

You must dedicate your computer system for use as the Management and Technology System only and use the Management and Technology System in accordance with our policies and operational procedures. Your employees must complete all training programs we reasonably require for the proper operation and use of the Management and Technology System. You may not use any other cash registers or computer systems in your Clinic.

[Remainder of page intentionally left blank.]

Operations Manual

Included in this section below is a copy of the table of contents of our current Manual, which indicates the number of pages devoted to each topic and the total number of pages in the Manual, 739.

Topic	Number Of Pages
Introduction	4
Welcome!	5
About Nora	5
Brand Expectations	4
Pre-Opening Procedures	40
Choosing a Location	5
Exterior Signage	4
Interviewing and Hiring	15
Clinic Management and Administration	35
Supervision	2
Customer Service Expectations	23
All You Need to Know About Marketing	15
Required Supplies	8
The Most Comprehensive Medical Records and Billing Guide Ever	550
KPIs (Key Performance Indicators)	20
KPI Worksheets	4
Appendix	

Website

We have established and intend to maintain an internet website at www.NoraMentalHealth.com that provides information about the franchise System (the “NORA MENTAL HEALTH Website”). We may (but are not required to) include on the NORA MENTAL HEALTH Website an interior page containing information about your Clinic. If we include your information on the NORA MENTAL HEALTH Website, we have the right to require you to prepare all or a portion of the page, at your expense, using a template that we provide. All information is subject to our approval before posting. We will have sole discretion and control over the NORA MENTAL HEALTH Website’s design and contents. You consent to the posting of information about your Clinic on the NORA MENTAL HEALTH Website.

We have the sole right to approve any linking to, or other use of, the NORA MENTAL HEALTH Website. We have no obligation to maintain the NORA MENTAL HEALTH Website indefinitely, and we reserve the right to discontinue it at any time without liability to you. Furthermore, as we have no control over the stability or maintenance of the internet generally, we are not responsible for damage or loss caused by errors or malfunctions of the internet.

You will not be allowed to establish or operate any other website for your Clinic or establish or participate in any System related blog or other discussion forum. However, in the event we no longer maintain an internet website at www.NoraMenatlHealth.com or another related domain, you may be allowed to establish or operate any other website for your Clinic or establish or participate in any System related blog or other discussion forum with our advance written consent.

We will maintain one or more social media sites (e.g., Facebook, Twitter, Instagram, or other social media sites). You may not establish or maintain any social media sites utilizing any usernames, or otherwise associating with the Marks (as such term is defined in Item 13 below), without our advance written consent.

We may designate from time to time regional or territory-specific usernames/handles that you must maintain. You must adhere to any social media policies, including those that may be included in the Manual, that we establish from time to time and must require all of your employees to do so as well.

ITEM 12. TERRITORY

Franchise Agreement

We grant you an Exclusive (“Territory”), which means that during the term of the Franchise Agreement, we will not establish or license others to establish another Nora Mental Health Clinic within your Exclusive Territory.

You must operate your Clinic at the specific location or area identified in your Franchise Agreement Attachment A and you will not be approved to open for business without a physical location. You will be awarded an Exclusive Territory (the “Territory”). Your Territory will include a radius from your approved address that will contain at least 100,000 individuals according to the most recent census data unless there is a population of less than 100,000 within seven miles of your approved address. We reserve the right to award a larger territory at our discretion. You may not conduct business at any other site or sites other than the Territory as described in your Franchise Agreement, or any additional part of the Territory that may be added by an addendum attached to your Franchise Agreement. You may not relocate your business within the Territory without our express written consent. While you must conduct your business at the primary location, you may also conduct additional activities to sell products and/or provide services (for example at promotional events, charity events, etc.), so long as such events do not conflict with another Nora Mental Health clinic’s operations. We do not restrict the clients you serve, and you may serve clients from outside your territory. We also do not restrict where you may recruit providers from, nor do we restrict where telehealth service providers should be located. You may conduct business at off-site events in other geographical areas where there is not a Nora Mental Health Clinic only after providing notice to us and after obtaining our explicit written approval.

Granting of Your Exclusive Territory is determined by a radius, as we deem appropriate and as identified in your Franchise Agreement. Territory shall not be altered even if there is a population increase or decrease, unless we decide otherwise in our sole and absolute discretion. Your Territory will also not be affected by the number of customers you retain, products or services that you sell, your revenues, or your sales volume. Certain locations, such as major metropolitan areas may have smaller territories due to the relative density of the populated areas. You may not open your primary location in the Territory for your Clinic until we grant you our explicit written permission. You may not relocate your Clinic or establish additional locations within your Territory until we grant you our explicit written consent, such consent to be given at our sole and absolute discretion.

During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement, we will neither establish nor operate nor license another to establish or operate a Nora Mental Health Clinic using the Marks and System within the territory assigned to your Nora Mental Health Clinic. For the purposes of sales credit and customer acceptance, you are obligated to verify that any in-office services are performed only within the boundaries of your Territory unless you have written approval from us. We have the right to charge you, and if applicable credit the appropriate franchisee for any in-office service revenue derived from services performed, without approval, outside your assigned Territory boundaries. The protection afforded under this paragraph relates solely to the operation of a Nora Mental Health Clinic. We retain all other rights. Specifically, but not exclusively, we and/or our affiliates, licensees or designees have the right to: (i) operate and license others the right to operate Nora Mental Health Clinics using the Marks and System outside the Territory; (ii) distribute products and services, now existing or developed in the future, in your Territory in the manner and through the channels of distribution as we, in our sole discretion, will determine.

We, and our affiliates, have the right to operate, and to license others to operate, Nora Mental Health Clinics at any location outside the Territory, even if doing so will or might affect the operation of your Nora Mental Health Clinic. We retain the right, for ourselves and our affiliates, on any terms we deem advisable, and without granting you any rights:

1. To own, franchise or operate Nora Mental Health Clinics at any location outside of the Territory, regardless of the proximity to your Nora Mental Health Clinic;
2. To use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution at any location, including within the Territory, which may be similar to or different from the Nora Mental Health Clinic operated by you;
3. To purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Nora Mental Health Clinic, while maintaining you Territory;
4. To acquire and convert to the System operated by us, any businesses offering products and services similar to those offered by Nora Mental Health Clinics, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately-owned and whether located inside or outside of the Territory, provided that in such situations the newly-acquired businesses may not operate under the Marks in the Territory;
5. To implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within your Territory. The continuation of the Territory is not dependent upon your achievement of a certain sales volume, market penetration or other contingency.

If you wish to purchase an additional Nora Mental Health Franchise, you must apply to us, and we may, at our discretion, offer an additional Nora Mental Health Franchise to you. We consider a variety of factors when determining whether to grant additional Nora Mental Health Franchises. Among the factors we consider, in addition to the then-current requirements for new Nora Mental Health Franchisees, are whether or not the franchisee is in compliance with the requirements under their current franchise agreement.

You do not receive the right to acquire additional Nora Mental Health Franchises within the Territory unless we grant that right. You are not given a right of first refusal on the sale of existing Nora Mental Health Franchises unless we grant that right.

Development Program

Development Area

If you enter into a Development Agreement, you will have the right to develop a mutually agreed upon number of Clinics in the Development Area in accordance with the Development Schedule. The total number of Clinics to be opened in your Development Area, as well as the size of the Development Area, will be dependent upon a number of factors such as (i) the number of Clinics we grant you the right to open and operate; and (ii) the location and demographics of the general area where we mutually agree you will be opening these locations. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Development Agreement.

You must execute our then-current Franchise Agreement for each Clinic that you develop under a Development Agreement. You must select a site, and obtain our acceptance of such site, as described above in this Item, at which point we will designate a Territory for the Clinic. We will use our then-current standards for accepting sites and designating Territories.

The Development Area is an exclusive territory. This means that while the Development Agreement is in effect, provided that you open and operate the Clinics in accordance with the Development Schedule and the minimum number of Clinics that you have open and operating in the Development Area at any given time is not less than the minimum required under the Development Schedule, we will not operate, or license any person other than you to operate, a Clinic under the Marks and the System within the Development Area.

You must comply with your development obligations under the Development Agreement, including your Development Schedule, in order to maintain your exclusive right to develop Clinics within the Development Area. If you do not comply with your Development Schedule, we may terminate your Development Agreement and any further development rights you have under that agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

If a Clinic is destroyed or damaged by any cause beyond your control such that it may no longer continue to be open for the operation of business (“Destruction Event”), you must diligently work to repair and restore the Clinic to our approved plans and specifications as soon as possible at the same location or at a substitute site accepted by us within the Development Area. Under such circumstances, the Clinic will continue to be deemed a “Clinic-in-operation” for the purpose of this Agreement for up to 180 days after the occurrence. If a Clinic (i) is closed in a manner other than those described in the Development Agreement or as otherwise agreed by us in writing or (ii) fails to reopen within 180 days after a Destruction Event, then we may terminate the Development Agreement and all of your exclusive territorial rights, if any, will be eliminated.

The Development Agreement and your exclusive right to develop Clinics in the Development Area will expire on the last development deadline in the Development Schedule unless the Development Agreement is terminated sooner. Upon the expiration or termination of the Development Agreement, your right to develop Clinics within the Development Area will be terminated. However, Clinics that you have opened will continue to operate under the terms of the applicable Franchise Agreements.

Reserved Rights.

Among other things, we reserve the right to: (a) establish or license franchises and/or company-owned Clinics or other businesses offering similar or identical products, services, classes, and programs and using the System or elements of the System (i) under the Marks anywhere outside of the Development Area or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Development Area; (b) sell or offer, or license others to sell or offer, any products, services, or classes using the Marks or other marks through any alternative distribution channels, including, without limitation, through e-commerce, in retail stores, via recorded media, via online videos, or via broadcast media, anywhere, including inside and outside of the Development Area; (c) advertise, or authorize others to advertise anywhere, using the Marks; (d) acquire, be acquired by, or merge with other companies with existing golf facilities or businesses anywhere (including inside or outside of the Development Area) and, even if such businesses are located in the Development Area, (i) convert the other businesses to the Nora Mental Health name, (ii) permit the other businesses to continue to operate under another name, and/or (iii) permit the businesses to operate under another name and convert existing Clinics to such other name; and (e) engage in any other activity, action or undertaking that we are not expressly prohibited from taking under the Development Agreement. We will not compensate you for any actions we take in your Development Area.

We are not required to pay you if we exercise any of the rights specified above. We are not required to grant you any additional Territories, expand your Territory, or allow you to relocate your Territory or your Clinic.

**ITEM 13.
TRADEMARKS**

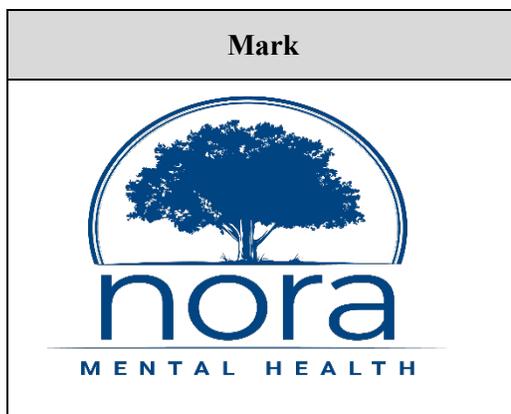
Pursuant to the Franchise Agreement, you are granted a license to operate a Clinic using the marks, “Nora Mental Health” and other marks in connection with the Clinic (the “Marks”). The Marks listed below are the subjects of valid and subsisting U.S. Patent and Trademark Office registrations shown below.

In addition to the Marks in the Table below, franchisees may also use other marks, registered or unregistered, that we own or have the right to use and that we designate as part of the Marks. The License Agreement does not contain any significant limitations on our right to use or license the Marks to you and is perpetual in duration and may be terminated unilaterally by either party only upon a material breach of the License Agreement.

We have applied for registration for the following Marks with the Principal Register of the USPTO and has filed all required affidavits with respect to each of the Marks:

Mark	U.S. App. Ser. No.	App. Date
NORA MENTAL HEALTH	97693307	November 28, 2022

We also license the following logo mark, and we intend to apply for registration of this mark on the Principal Register of the USPTO in the future. At this time, no application has been filed for this mark, and no “intent to use” application is currently pending before the USPTO.



At this time, we do not have a registration for this trademark. Therefore, this trademark does not have many of the legal benefits and rights as a federally registered trademark. If your right to use this trademark is challenged, you may have to change to an alternative trademark which will increase your expenses.

We claim common law rights to the Marks and other terms and phrases used regularly in connection with the Clinic. We also claim common law rights to our designs, logos, and trade dress items, including color schemes and appearance, as well as copyright where applicable, but there have not been judicial determinations of the existence, validity, or extent of our rights. We claim and intend to rely on common law and/or statutory trade secrets, and unfair competition protection for the proprietary materials and information you are awarded a license to use under the Franchise Agreement.

There are presently no final effective determinations of the USPTO, the Trademark Trial and Appeal Board or any trademark administrator of any state or any court proceedings which limit or restrict our right to use the above-described Marks or are relevant to your use of the Marks for your Nora Mental Health business.

We have the right to control any administrative proceeding or litigation involving a trademark licensed by or to you. If you learn of any claim, suit, or demand against you by a third party for any alleged infringement, unfair competition, or similar matter due to your use of the Marks, in accordance with the terms of the Franchise Agreement, you must promptly notify us of the claim, suit or demand. We will then take whatever action we, in our sole discretion, consider necessary or appropriate. We intend to take reasonable steps to preserve and protect our ownership of the Marks and their validity. We are not obligated to protect any rights awarded to you to use the Marks or protect you against claims of infringement or unfair competition regarding the Marks. You may not settle or compromise any claim by a third party without our prior written consent. We may defend, compromise, or settle any claim at our cost, using attorneys that we choose, and you must cooperate fully with us in defending the claim. If you learn of any infringing use, you must promptly notify us. We will decide in our discretion whether to prosecute any purported infringement of the Marks and our decisions will be final.

We are the lawful and sole owner of the domain name(s) www.NoraMentalHealth.com. You cannot register any of the Marks owned by us or any abbreviation, acronym, or variation of the Marks, or any other name that could be deemed confusingly similar, as internet domain names. We retain the sole right to advertise the System on the internet and to create, operate, maintain, and modify, or discontinue using, a website using the Marks. You may access our website. Except as we may authorize in writing in advance, however, you cannot: (i) link or frame our website; (ii) conduct any business or offer to sell or advertise any products or services on the worldwide web; or (iii) create or register any internet domain name in connection with your franchise.

You may use only the Marks which we designate, and you may use them only in the manner we authorize and permit. Any goodwill associated with Marks, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our benefit. You may use the Marks only for the operation of the Clinic and only at your Site, on the Equipment, or in advertising for the Clinic. You will use all Marks without prefix or suffix and in conjunction with the symbols “SM,” “TM,” “S” or “®,” as applicable, to the extent they have been validly registered in the USPTO. You may not use the Marks in connection with the offer or sale of any services or products which we have not authorized for use in connection with the franchise System. You may not use the Marks as part of your corporate or other legal name. We must approve your corporate name and all fictitious names under which you propose to do business in writing before use. You must use your corporate or limited liability company name either alone or followed by the initials “D/B/A” and the business name “NORA MENTAL HEALTH.” You must promptly register at the office of the county in which your Clinic is located, or such other public office as provided for by the laws of the state in which your Clinic is located, as doing business under such assumed business name.

All advertising must prominently display the Marks and must comply with our standards for using the Marks. All such advertising is subject to our prior written approval, which we will not unreasonably withhold. We reserve the right to approve all signs, stationery, business cards, forms, and other materials and supplies bearing the Marks. You may use the Marks including, without limitation, trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by the Franchise Agreement or by our prior written consent. You must submit to us, and we must approve, all advertising, publicity, signs, decorations, furnishings, equipment, or other materials employing the Marks, or related marks, before first publication or use. You must identify yourself as the owner of the Clinic (in the manner we prescribe) in conjunction with any use of the Marks including, without limitation, on invoices, order forms, receipts, and business stationery, as well as at such conspicuous locations as we may designate in writing on your business location.

If it becomes advisable at any time in our sole discretion for us or you to modify or discontinue use of the Marks or use one or more additional or substitute trade or service marks, you must comply with our directions to modify or discontinue the use of the Marks within the time frame specified by us. We may add to, delete, or modify our Marks. You must accept, use, or cease using, as may be applicable, the Marks, including modified or additional Marks in accordance with our prescribed procedures, policies, rules, and regulations whether contained in the Manual, in the Franchise Agreement, or otherwise. You will not be compensated for any discontinuation or modification of the Marks.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

We do not own any patents that are material to the franchise.

Copyrights

We claim copyright protection for certain materials (the “Works”), which may include, but are not limited to, the Manual, our websites, software, mobile apps, advertisements, artwork, promotional materials, and signs. We have not registered the copyrights in any of the Works, but we may do so at any time. We will maintain common law copyright and/or copyright registrations for these works as published works. You can use the Works only for the purposes we establish from time to time in writing.

Proprietary Information

You must operate your Clinic in accordance with our standards, specifications, policies, and procedures as set forth in the Manual or otherwise communicated to you. You must treat the information contained in the Manual and any other manuals or supplemental material supplied by us as confidential. The Manual is our property, and you may not duplicate, copy, disclose or disseminate the contents of the Manuals at any time, without our prior written consent. We have the right to modify or supplement the Manuals upon notice or delivery to you. You must keep the Manuals current at all times, and upon the termination or non-renewal of your franchise return all copies of the Manual and any supplemental manuals to us.

You may not divulge or use any confidential information concerning our methods or procedures during or after the term of the Franchise Agreement. Information made available to you may not be divulged to any person other than your employees or financial advisors who reasonably need access to such information for purposes of fulfilling their employment or contractual responsibilities to you. All employees to whom the information, or any of it, is made available shall be informed of this obligation of confidentiality.

Anyone (shareholders, members, employees, officers, directors, etc.) who is provided access to the Manual, or any other confidential information must sign a written agreement (on our standard form) (the “Confidentiality Agreement”) imposing an obligation of confidentiality regarding the Manual or other confidential information.

All data that you collect from customers and potential customers in connection with the Clinic during the term of the Franchise Agreement (“Customer Data”) is our proprietary information and property and you must provide the Customer Data to us at any time that we request. We reserve the right to require that you provide us with remote access to your computer systems and all data related to the Clinic stored therein, in a manner that meets our System standards and specifications. You have the right to use Customer Data while the Franchise Agreement or a renewal franchise agreement is in effect, but only in connection with operating the Clinic and only in accordance with the policies that we establish from time to time. You may not sell, transfer, or use Customer Data for any purpose other than operating and marketing the Clinic. If you transfer the Clinic, you cannot transfer the Customer Data to the buyer. At the expiration or termination of the Franchise Agreement for any reason, you will promptly turn over to us the Customer Data and make

no further use of it for any purpose. Since your business relationship with customers is attributable solely to the Marks and the goodwill associated with the Marks, all such business relationships with all customers will revert to us and become our sole and exclusive property upon termination or expiration of the Franchise Agreement.

You may not introduce any “Improvement” (defined as any change, idea, innovation, concept (including any advertising slogan or idea), product, process, or improvement that may enhance or improve the System) into the Clinic without our prior written consent. Any Improvement developed by you, or any owner, employee, or agent is deemed to be our property. At our request, you must provide us with information about the Improvement and sign any documents necessary to verify assignment of the Improvement to us, without compensation. We will have the right to use, disclose, and/or license the Improvement for use by others.

ITEM 15.
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION
OF THE FRANCHISE BUSINESS

We require you to actively and personally participate in the operation of the Clinic. You may hire a manager to assist you in operating the Clinic. We have the right to approve or reject persons you appoint to oversee your Clinic. If you choose to operate the Clinic yourself, you must actively participate in the actual operation of the Clinic and devote as much of your time as is reasonably necessary for its efficient operation. We recommend that you actively participate in the operation and supervision of the Clinic. You (if you are an individual) or your management must attend our training programs. Refer to Item 11 for details. You or your management must complete our initial training program to our sole, subjective satisfaction. We do not require your management to have an equity interest in the Clinic.

Your Principal Executive must have at least a 10% ownership interest in your Approved Entity and must have authority over all business decisions related to your Clinic and must have the power to bind you in all dealings with us. In addition, you must appoint a Designated Representative to manage the day-to-day business of your Clinic, who may also be the Controlling Person. The Designated Representative is not required to have an ownership interest in your Approved Entity.

We may require every general partner and limited partner, if you are a partnership or limited partnership; or every member, if you are a limited liability company, or every stockholder or other holder of equity interest, if you are a corporation (collectively, “Owners”), to personally guaranty your obligations under the Franchise Agreement and also agree to be personally bound by, and jointly and severally liable for the breach of, any provision of the Franchise Agreement.

All owners, management personnel and employees who are provided access to the Manual or other confidential information must sign a Confidentiality Agreement.

ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are required to offer and sell all products and services that we designate as required items for Clinics. You may also offer for sale any optional products and services that we have approved for sale in the Clinic. You are prohibited from offering any unapproved products or services, and you must discontinue selling or offering for sale any products or services that we disapprove at any time.

We have the right to add products or services that you must offer. There are no limits on our right to do so. We will have the right to determine if services offered are appropriate for your Clinic.

You may not offer products or services through any channel other than those we have expressly approved. If you request approval of any other distribution channel or type of outlet, we will consider the factors we

deem appropriate, which may include how long you have been operating the Clinic, your sales volume, whether you have met quality standards and other benchmarks, and other standards that we may determine. You do not receive the right to sell products to any vendor who would in turn sell to consumers.

In the marketing and operation of the Clinic, you must use only the customer contracts, waivers, and/or other forms we designate from time to time. We may provide templates or sample forms of such items, but it is your responsibility to have all items which are to be used with prospective or actual customers reviewed by an attorney licensed to practice law in the state(s) where the Clinic is operated, for compliance with all applicable state and local legal requirements. We do not represent that any contracts, waivers, or other forms or materials we supply are in compliance with the laws of any particular state or locality.

You may be required to participate in programs relating to gift cards, gift certificates, stored value cards, online or mobile coupons or credits, online or mobile ordering systems, and other electronic money programs we prescribe for Clinics. Participation includes both issuing program benefits or credits and accepting them for payment by customers and may require you to purchase additional equipment. We will have the right to coordinate the crediting and debiting of funds among Clinics based on customer purchases and redemption of stored value. You are also required to participate in any customer loyalty programs we prescribe. You may not offer your own gift card, electronic money, or loyalty program for the Clinic without our prior written approval.

**ITEM 17.
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

The Franchise Relationship

This table lists important provisions of the Franchise Agreement. You should carefully read these provisions in the Franchise Agreement attached to this disclosure document.

A. Franchise Agreement

Provision	Location in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	The term is 10 years from the Effective Date on Attachment A to your Franchise Agreement.
b. Renewal or extension of the term	Section 2.2	You may renew the Agreement for a Successor Term of five years up to two times by giving written notice at least six and not more than twelve months before the expiration of the then-current term.
c. Requirements for you to renew or extend ¹	Section 2.2	You must not be in default under the Agreement, have substantially complied with the Agreement throughout the Term, made all payments on time when due, signed a new franchise agreement which may have materially different terms, refurbished the Clinic to conform to our then-current standards, executed a general release, completed additional required training, secured the Site for the Successor Term, and paid the Successor Fee.
d. Termination by you	N/A	Subject to state law

Provision	Location in Franchise Agreement	Summary
e. Termination by us without cause	N/A	N/A
f. Termination by us with cause	Article 14	On the occurrence of any Event of Default as defined in Section 14.1 of the Agreement.
g. "Cause" defined – curable defaults	Section 14.1(a)	<p>If Franchisee fails to pay any financial obligation pursuant to this Agreement (a) within five (5) days of the date on which Franchisor gives notice of such delinquency, (b) immediately upon written notice if such payment has not been made within sixty (60) days after the date on which it is required to be paid, or (c) immediately upon written notice if Franchisee is determined to have under-reported its Gross Sales during any month by two percent (2%) or more of the actual Gross Sales during such month on two (2) or more occasions during the Term of this Agreement, whether or not Franchisee subsequently rectifies such deficiency; if Franchisee fails, for a period of fifteen (15) days after notification of non-compliance by an appropriate authority to comply with any law or regulation applicable to the operation of the Clinic; if Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty, or certification herein or fails to operate the Clinic as specified by Franchisor in the Manual, fails to pay promptly any undisputed invoices from Franchisor or suppliers, and fails to cure such non-compliance or deficiency within thirty (30) days (or such longer term as granted by Franchisor) after Franchisor's written notice thereof; if Franchisee abandons or ceases to operate all or any part of the Clinic conducted under this Agreement for seventy-two (72) hours or longer (except as otherwise provided herein) or defaults under any mortgage, deed of trust or lease with Franchisor or any third party covering the Clinic or the Site, fails to cure such abandonment or default and Franchisor or such third party treats such act or omission as a default, and Franchisee fails to cure such default to the satisfaction of Franchisor or such third party within any applicable cure period granted Franchisee by Franchisor or such third party.</p>
h. "Cause" defined – non-curable defaults	Section 14.1(b)	Automatically, without notice or action required by Franchisor, if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or, unless otherwise prohibited by law, if a petition in bankruptcy is filed by Franchisee, or such a petition is filed against and consented to by Franchisee or not

Provision	Location in Franchise Agreement	Summary
		<p>dismissed within thirty (30) days, or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee’s business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee’s assets or property, or any part thereof, is appointed; or if a final judgment in excess of Five Thousand Dollars (\$5,000) against Franchisee relating to the Clinic remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction); if Franchisee fails to commence operation of the Clinic as required by Article 8; if Franchisee makes, or has made, any materially false statement or report to Franchisor in connection with this Agreement or application therefore;</p> <p>if there is any violation of any transfer and assignment provision contained in Article 13 of this Agreement; if Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations of this Agreement during any twelve (12) month period; if Franchisee or its Designated Owner or Designated Representative fails to complete to Franchisor’s reasonable satisfaction any of the training required pursuant to Section 8.4 of this Agreement; if Franchisee violates any covenant of confidentiality or non-disclosure contained in Article 9 of this Agreement or otherwise discloses, uses, permits the use of, copies, duplicates, records, transmits or otherwise reproduces any manuals, materials, goods, or information created or used by Franchisor and designated for confidential use within the System without Franchisor’s prior approval; if Franchisee or any person controlling, controlled by or under common control with Franchisee, or any principal officer or employee of Franchisee or any such person, owning an interest in the Clinic is convicted of a felony, or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to affect adversely the System, the Marks, or the goodwill associated therewith; if Franchisee or any guarantor(s) hereof default on any other agreement with Franchisor, or any affiliate or parent corporation of Franchisor, and such default is not cured in accordance with the terms of such other agreement; if Franchisee fails to perform or breaches any covenant, obligation, term, condition, warranty or certification in this Agreement related to the Marks, including misuse of the Marks.</p>

Provision	Location in Franchise Agreement	Summary
i. Your obligations on termination/ non-renewal	Article 15	You must pay all amounts due; discontinue using the Marks and the System; return all Proprietary Information to us; cease identification with Nora Mental Health including by cancelling all assumed name or equivalent registrations relating to your use of the Marks; cancel or transfer to us or our designee all authorized and unauthorized domain names, social media accounts, telephone numbers, PO boxes, and classified and other directory listings relating to or used in connection with your Clinic or the Marks; and sell us the Operating Assets (as defined in the Agreement) at fair market value if we exercise our option to purchase the Assets.
j. Assignment of contract by us	Section 13.1	We may assign the Agreement and all of our rights, duties, and obligations under the Agreement to any person or Entity that we choose in our sole discretion. Upon any such assignment, we will be released from all of our duties and obligations hereunder, and you will look solely to our assignee for the performance of such duties and obligations.
k. "Transfer" by you – defined	Section 13.2	To sell, assign, give away, transfer, pledge, mortgage, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in this Agreement, the Clinic, substantially all the assets of the Clinic, or in the ownership of the franchisee (if you are an Entity). "Transfer" as a noun means any such sale, assignment, gift, transfer, pledge, mortgage, or encumbrance. A "Control Transfer" means any Transfer of (i) this Agreement or any interest in this Agreement; (ii) the Clinic or all or substantially all of the Clinic's assets; or (iii) any Controlling Ownership Interest (defined below) in you (if you are an Entity), whether directly or indirectly through a transfer of legal or beneficial ownership interests in any Owner that is an Entity, and whether in one transaction or a series of related transactions, regardless of the time period over which these transactions take place. References to a "Controlling Ownership Interest" in you mean either (i) 20% or more of your direct or indirect legal or beneficial ownership interests in your Entity or (ii) an interest the acquisition of which grants the power (whether directly or indirectly) to direct or cause the direction of management and policies of you or the Clinic to any individual or Entity, or group of individuals or Entities, that did not have that power before that acquisition.

Provision	Location in Franchise Agreement	Summary
l. Our approval of transfer by you	Section 13.3	Neither you nor any of the Owners or any successors to any part of your interest in this Agreement or the License may make any Transfer or permit any Transfer to occur without obtaining our prior written consent, except as provided in this Agreement. If you or any of your Owners desire to make a Transfer, you must promptly provide us with written notice. Any purported Transfer without our prior written consent will be void and will constitute an Event of Default (as herein defined), for which we may terminate this Agreement without opportunity to cure. We have sole and absolute discretion to withhold our consent, except as otherwise provided in this Agreement.
m. Conditions for our approval of transfer	Section 13.4, Section 13.5, & Section 13.6	<p><u>Control Transfer.</u> The conditions of this Section will apply to any proposed Control Transfer. When you provide written notice of the proposed Transfer, you must pay to us a non-refundable deposit of \$2,500.00 to cover our administrative costs incurred in reviewing the proposal. The deposit will be applied towards your Transfer Fee in the event that the Transfer is completed. You or your transferee must pay to us the Transfer Fee. You must make such payment by wire transfer from the proceeds of the sale at the closing if we so request. You must satisfy all of your accrued monetary obligations to us and must be in compliance with all obligations to us under this Agreement and any other agreement that you have with us and our affiliates as of the date of the request for our approval of the Transfer or you must make arrangements satisfactorily to us to come into compliance by the date of the Transfer. You and your Owners must execute a general release, in a form that we prescribe, in favor of us, our affiliates, and our and their affiliates' past, present, and future officers, directors, managers, members, equity holders, agents, and employees, releasing them from all claims, including claims arising under federal, state, and local laws, rules, and regulations. You and your Owners must agree to remain liable for all of the obligations to us in connection with the Clinic arising before the effective date of the Transfer and execute any and all instruments that we reasonably request to evidence such liability. You and your Owners must continue to be bound by the provisions of those Sections of this Agreement which, by their terms or nature, would survive the expiration or termination of this Agreement if occurred on the date of the Transfer. You must provide us with written notice from your landlord indicating that your landlord has agreed to transfer the Site Lease to your transferee. Your</p>

Provision	Location in Franchise Agreement	Summary
		<p>proposed transferee (or, if the transferee is not an individual, all owners of any legal or beneficial interest in the transferee) must demonstrate to our satisfaction that he or she meets all of our then-current qualifications to become a Nora Mental Health franchisee, including not having any involvement with a Competing Clinic, or if he or she is already a Nora Mental Health franchisee, he or she must not be in default under any of their agreements with us and must have a good record of customer service and compliance with our System Standards. Your proposed transferee and their representatives must successfully complete our then-current training requirements at their expense. Your proposed transferee (and any owner of a beneficial or legal interest therein) must (i) enter into a written assignment, in a form satisfactory to us, assuming and agreeing to discharge and guarantee all of your obligations under this Agreement and (ii) must execute our then-current form of personal guarantee. Your proposed transferee (and any owner of a beneficial or legal interest therein) must execute, for a term ending on the last day of the Term and with such Successor Term as is provided by this Agreement, our then-current franchise agreement for new franchisees and such other agreements as we may require, which agreements will supersede this Agreement in all respects. The terms of the new franchise agreement may differ significantly from the terms of this Agreement. The prospective transferee will not be required to pay any initial Franchise Fee. Your proposed transferee must make arrangements to modernize, renovate, or upgrade the Clinic to conform to our then-current System Standards for new Nora Mental Health Clinics at transferee’s own expense. Your proposed transferee must covenant that it will continue to operate the Clinic under the Marks and using the System. We must determine, in our sole discretion, that the purchase price and payment terms will not adversely affect the operation of the Clinic, and if you or your Owners finance any part of the purchase price, you and they must agree that all obligations under promissory notes, agreements, or security interests reserved in the Clinic are subordinate to the transferee’s obligation to pay all amounts due to us and our affiliates and otherwise to comply with this Agreement.</p> <p><u>Non-Control Transfers.</u> For any Transfer that does not result in a Control Transfer, you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer and</p>

Provision	Location in Franchise Agreement	Summary
		<p>transferee that we may request. We will have the right to require you to pay a Transfer Fee that is equal to \$2,500.00 plus our administrative costs in processing such Transfer, including any attorneys' fees and other third-party costs that we incur. We will have a reasonable time (not less than thirty (30) days) after we have received all requested information to evaluate the proposed Transfer. You and your transferee must satisfy the conditions we specify in this Agreement or elsewhere. You and your Owners must sign the form of agreement and related documents that we specify to reflect your new ownership structure. We may withhold our consent on any reasonable grounds or make our consent subject to your satisfaction of reasonable conditions.</p> <p><u>Transfer To an Entity.</u> We will consent to the assignment of this Agreement to an Entity that you form for the convenience of ownership, provided that: (i) the Entity has and will have no other business besides operating Nora Mental Health Clinics; (ii) you satisfy the conditions in this Section we specify; (iii) the Owners hold equity interests in the new Entity in the same proportion shown on Attachment A; and (iv) you pay a Transfer Fee that is equal to \$2,500.00 plus our administrative costs in processing such Transfer, including any attorneys' fees and other third party costs that we incur.</p>
n. Our right of first refusal to acquire your business	Section 13.9	We can match any offer for your business.
o. Our option to purchase your business	Section 15.6	Upon expiration or termination of the Franchise Agreement, we may purchase your business or some or all of the business's assets.
p. Your death or disability	Section 13.8	If you or any Owner dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to us in writing for consent to Transfer the person's interest no more than three months after the event (death, declaration of incapacity, or filing of a bankruptcy petition). The Transfer will be subject to the provisions of this Section, as applicable, except there shall be no Transfer Fee due. In addition, if the deceased or incapacitated person is you or the Principal Executive, we will have the right (but not the obligation) to take over operation of the Clinic until the Transfer is completed and to charge a reasonable management fee for our services. For purposes of this Section,

Provision	Location in Franchise Agreement	Summary
		<p>“incapacity” means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement (i) for a period of thirty (30) or more consecutive days or (ii) for sixty (60) or more total days during a calendar year. In the case of Transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of this Section, the executor may transfer the decedent’s interest to another successor that we have approved, subject to all of the terms and conditions for Transfers contained in this Agreement. If an interest is not disposed of under this paragraph within 120 days after the date of death or appointment of a personal representative or trustee, we may terminate this Agreement.</p>
<p>q. Non-competition covenants during the term of the franchise</p>	<p>Section 12.1</p>	<p>You acknowledge that you will receive valuable, specialized training and confidential information regarding the operational, sales, promotional, and marketing methods of the Nora Mental Health concept. During the Term, you and your Owners will not, without our prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or Entity: own, manage, engage in, be employed by, advise, make loans to, or have any other interest in (i) any business that offers mental health clinic services, or other services of the kind offered by the Clinic or the Nora Mental Health system, or (ii) any entity that grants franchises or licenses for any of these types of businesses (collectively, each, a “Competitive Clinic”) at any location in the United States; divert or attempt to divert any business or customer or potential business or customer of the Clinic to any Competitive Clinic, by direct or indirect inducement or otherwise; perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System; use any vendor relationship established through your association with us for any purpose other than to purchase products or equipment for use or retail sale in the Clinic; or directly or indirectly solicit for employment any person who at any time within the immediate past twelve (12) months has been employed by us, or our affiliates, or by any of our franchisees.</p>
<p>r. Non-competition covenants after the</p>	<p>Section 12.2</p>	<p>For two years after the expiration or termination of this Agreement or an approved Transfer to a new franchisee, you and your Owners may not, without our prior written</p>

Provision	Location in Franchise Agreement	Summary
franchise is terminated or expires		consent, (i) directly or indirectly own, manage, engage in, be employed in a managerial position by, advise, make loans to, or have any other interest in any Competitive Clinic that is (or is intended to be) located within a twenty five (25)-mile radius of your former Clinic or any other Clinic that is operating or under development at the time of such expiration, termination, or Transfer, or (ii) solicit for employment any person who at any time within the immediate past twelve (12) months has been employed by us, or our affiliates, or by any of our franchisees. With respect to the Owners, the time period in this Section will run from the expiration, termination, or Transfer of this Agreement or from the termination of the Owner’s relationship with you, whichever occurs first.
s. Modification of the agreement	Section 17.2	The Agreement may be amended or modified only by a written document signed by each party except that the Manual, System Standards, and any other policy or procedure not expressly prohibited under the Agreement may be amended at any time by us.
t. Integration/merger clause	Section 17.1	Only the terms of the franchise agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable."
u. Dispute resolution by arbitration	Section16.1	Except as otherwise provided, prior to filing any proceeding to resolve any dispute based upon, arising out of, or in any way connected with the Agreement, a party must submit the dispute for mediation. The mediation will be held before one mediator selected by the parties, and if the parties cannot agree upon the mediator, then a mediator selected by the American Arbitration Association (“AAA”). All parties must attend and participate in the mediation. The mediation will not last more than one day and will be held in Niles, Michigan, unless we no longer have an office there, in which case it will be held in the metropolitan area of our then-current principal place of business. If we and you do not resolve our dispute, then thereafter any party may file for litigation, as applicable in accordance with the terms of this Agreement. The mediation will be governed by the rules of the AAA. It is the intent of the parties that mediation be held not later than fourteen

Provision	Location in Franchise Agreement	Summary
		(14) days after a written request for mediation is served on the other parties. The obligation to mediate will not be binding on either party with respect to claims relating to the Marks, the non-payment or underpayment of any monies due under the Agreement, the noncompetition covenants, or requests by either party for temporary restraining orders, preliminary injunctions or other procedures in a court of competent jurisdiction to obtain interim relief provided such equitable relief is deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution of the actual dispute.
v. Choice of forum	Section 16.2	Except for certain claims, all disputes must be contested in Kent County, Delaware. Subject to applicable state law.
w. Choice of law	Section 16.3	Delaware law applies. Subject to applicable state law.

[Remainder of page intentionally left blank.]

The table below lists certain important provisions of the Development Agreement. You should read these provisions in the form Development Agreement attached to this disclosure document.

B. Development Agreement

Provision	Section in Development Agreement	Summary
a. Length of the franchise term	Section 5	The term expires upon the deadline to develop the Clinics specified in the Development Schedule or upon the development of all Clinics.
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d. Termination by franchisee	Not Applicable	Not Applicable
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	Section 6.1	We can terminate only if you default (see (g.) and (h.) below).
g. "Cause" defined – curable defaults	Not Applicable	Not Applicable
h. "Cause" defined – non-curable defaults	Section 6.1	You fail to have open and operating, the minimum number of Clinics specified in the Development Schedule by any Opening Deadline specified in the Development Schedule; any Franchise Agreement is terminated a result of default; or you breach or otherwise fail to comply fully with any other provision of the Development Agreement.
i. Franchisee's obligations on termination/non-renewal	Section 6.2	You will lose the right to continue to develop Nora Mental Health businesses in your Development Area.
j. Assignment of contract by us	Section 7	Fully assignable and transferrable by us.
k. "Transfer" by franchisee – definition	Section 7	Includes transfer of the Development Agreement, any interest in the Development Agreement, or, if you are a business entity, any interest in the entity.
l. Our approval of transfer by franchisee	Section 7	We have the right to approve or not approve all transfers in our sole discretion.
m. Conditions for our approval of transfer	Section 7	We have sole discretion in setting conditions for our approval of a transfer.
n. Our right of first refusal to acquire franchisee's business	Section 7	We have the first right of refusal on all transfer, exercisable within 30 days of receiving an executed copy of the contract of transfer.
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Not Applicable	We have the right approve or disapprove any transfer in our sole discretion.

Provision	Section in Development Agreement	Summary
q. Non-competition covenants during the term	Section 8	The non-competition covenants in your Franchise Agreement shall apply to your Development Agreement
r. Non-competition covenants after the Franchise Agreement is terminated or expires	Section 8	The non-competition covenants in your Franchise Agreement shall apply to your Development Agreement.
s. Modification of the agreement	Section 9	No modifications to the Development Agreement unless you and we agree in writing. We may amend the Manual at any time.
t. Integration/merger clause	Section 9	Only the terms of the Development Agreement and any Franchise Agreements are binding (subject to applicable state law). Any promises outside the Development Agreement, the Franchise Agreements, and this FDD may not be enforceable. However, nothing in the Franchise Agreement will have the effect of disclaiming any of the representations made in this FDD.
u. Dispute resolution by arbitration or mediation	Section 8	The dispute resolution provisions of the Franchise Agreement apply to any disputes under the Development Agreement (subject to applicable state law)
v. Choice of forum	Section 8	The choice of forum provision of the Franchise Agreement applies to the Development Agreement (subject to applicable state law)
w. Choice of law	Section 8	The choice of law provision of the Franchise Agreement applies to the Development Agreement (subject to applicable state law)

Applicable state law may require additional disclosures related to the information in this disclosure document. These additional disclosures appear in Exhibit E: State Specific Addenda to this disclosure document.

The provision in the Franchise Agreement, which provides for termination upon your bankruptcy, may not be enforceable under federal bankruptcy law (11 U.S.C., et seq.).

[Remainder of page intentionally left blank.]

**ITEM 18.
PUBLIC FIGURES**

We do not use any public figure to promote the Clinic but may do so in the future.

**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 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 an 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 an Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Below is the revenue for the 12 months from January 1, 2023-December 31, 2023, for each of our two affiliate owned outlets that were open for the full year of 2023 and operate on a full-time basis. We have excluded affiliate outlets that operated on a part-time basis in 2023 and do not operate in a way similar to what will be required of Franchisees.

The explanatory notes included with the following charts are an integral part of this financial performance representation and should be read in their entirety for a full understanding of the information contained in the following charts.

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

OUTLET #1 – January 1, 2023 – December 31, 2023 Revenue: \$604,253.39

OUTLET #2 - January 1, 2023 – December 31, 2023 Revenue: \$522,885.21

January 1, 2023 – December 31, 2023 – represents 6 clinicians per outlet

	OUTLET 1	% of total expenses
TOTAL REVENUE	\$604,253.39	
RENT	\$21,000.00	4.32%
SERVICES FEE (1)	\$39,600.00	8.14%
BRAND FEE (2)	\$45,319.00	9.32%
MARKETING FUND (3)	\$10,800.00	2.22%
TECHNOLOGY FUND (4)	\$7,200.00	1.48%
SALARIES AND WAGES (5)	\$362,552.03	74.53%
TOTAL EXPENSES (6)	\$486,471.03	100%

January 1, 2023 - December 31, 2023 – represents 6 clinicians per outlet

	OUTLET 2	% of total expenses
TOTAL REVENUE	\$522,885.21	
RENT	\$20,400.00	4.73%
SERVICES FEE (1)	\$39,600.00	9.19%
BRAND FEE (2)	\$39,216.39	9.10%
MARKETING FUND (3)	\$10,800.00	2.51%
TECHNOLOGY FUND (4)	\$7,200.00	1.67%
SALARIES AND WAGES (5)	\$313,731.12	72.80%
TOTAL EXPENSES (6)	\$430,947.51	100%

Notes to Item 19 Tables:

- This represents \$550/month per active clinician, although your first six months of operation it is \$400/month. Services include the electronic medical records, complete billing service and 24/7 live call center
- This is based on number of active clinicians during the previous month. Your Brand Fee is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance. Your brand fee will not exceed 7.5% per month.
- This is \$150/month based on number of active clinicians during the previous month.
- This is \$100/month based on number of active clinicians during the previous month.
- This represents corporate clinicians as 1099 contractors, equating to an average of 60% of the gross collections.
- Items such as office supplies, water and miscellaneous expenses are not included in this total.

Notes Regarding the Tables in Item 19 Generally:

- This information may not reflect all operating expenses, or other costs or expenses that you may elect to incur, which must be deducted from the gross revenues figure in order to obtain your net income or profit. This will affect the net income and/or cash flow of any outlet and must be carefully considered and evaluated. You should conduct an independent investigation of the costs and expenses that you will incur in operating your Clinic.
- This Item 19 does not reflect certain pre-opening costs and expenses over the Measuring Period that you are likely to incur in connection with the development of a new Clinic. See Item 7 for details about pre-opening costs for your Clinic.
- You should consult other sources for financial information including your financial, business, and legal advisors in connection with the information provided and our franchisees listed in Exhibit D to this franchise disclosure document to obtain additional information necessary for you to develop estimates of the sales, costs, expenses, earnings, and profits.

Other than the preceding financial performance representation, we do not make any financial performance representations. 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 Kelly Farley, our CEO, at 24 N St Joseph Ave Suite C-2 Niles, MI 49120, (434) 770-0230, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20.
OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2021 TO 2023**

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE (+ or -)
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	4	+4
Company Owned	2021	2	3	+1
	2022	3	3	0
	2023	3	4	+1
Total Outlets	2021	2	3	+1
	2022	3	3	0
	2023	3	8	+5

**TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR) FOR YEARS 2021 TO 2023**

STATE	YEAR	NUMBER OF TRANSFERS
MI	2021	0
	2022	0
	2023	0
Total Outlets	2021	0
	2022	0
	2023	0

**TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2021 TO 2023**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS- OTHER REASONS	OUTLETS AT END OF YEAR
AK	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
CO	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
MO	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
UT	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Total Outlets	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	4	0	0	0	0	4

**TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2021 TO 2023**

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF THE YEAR
MI	2021	2	1	0	0	0	3
	2022	3	0	0	0	0	3
	2023	3	1	0	0	0	4
Total Outlets	2021	2	1	0	0	0	3
	2022	3	0	0	0	0	3
	2023	3	1	0	0	0	4

**TABLE NO. 5
PROJECTED OPENINGS AS OF AUGUST 1, 2024**

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR
AL	1	3	0
CO	1	5	0
FL	4	7	0
GA	2	3	0

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR
IN	1	0	0
MA	0	1	0
MI	0	0	2
MT	1	0	0
NC	0	2	0
NH	1	0	0
NV	1	0	0
OH	1	0	0
OK	0	3	0
PA	1	3	0
TN	1	5	0
TX	5	6	0
TOTAL	20	38	2

Our fiscal year ends on December 31 of each year. In Tables 1-4, we have presented the foregoing numbers as of December 31, 2023. In Table 5, we presented the numbers as of the Issuance Date.

Exhibit D lists the names of all current and former franchisees and the addresses and telephone numbers of their outlets as of December 31, 2023.

During the last three (3) fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There are no franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are no independent franchisee organizations associated with the franchise System.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit C to this disclosure document are our audited financial statement as of December 31, 2023, our unaudited balance sheet and profit and loss statement as of December 31, 2022. As we were formed in November 2022 and began offering franchises at the publication of this disclosure document, we have not been in business for three years or more and cannot include all financial statements required by the FTC Rule for our last three fiscal years. Our fiscal year ends on December 31.

**ITEM 22.
CONTRACTS**

The following agreements are attached as exhibits to this disclosure document:

Contract	Location in FDD
Franchise Agreement	Exhibit A
Owner's Agreement	Attachment B to the FA
Franchisee Compliance Questionnaire	Attachment C to the FA
Development Agreement	Exhibit B
Managed Services Agreement	Exhibit F
State Addenda and Agreement Riders	Exhibit G
General Release Agreement	Exhibit H-1
System Protection Agreement	Exhibit H-2
Confidentiality Agreement	Exhibit H-3
ACH Payment Authorization Form	Exhibit H-4
Approval of Requested Assignment Form	Exhibit H-5
Lease Rider	Exhibit H-6
Business Associate Agreement	Exhibit H-7

**ITEM 23.
RECEIPTS**

The last two pages of this disclosure document are duplicate Receipts to be signed by you. Keep one for your records and return the other to us.

EXHIBIT A

FRANCHISE AGREEMENT
W/ ATTACHMENTS



nora

M E N T A L H E A L T H

FRANCHISE AGREEMENT

between

NORA MENTAL HEALTH, LLC

and

FRANCHISEE

TABLE OF CONTENTS

Section	Page
1. INCORPORATION OF RECITALS.....	2
2. DEFINITIONS.....	2
3. GRANT OF FRANCHISE.....	2
4. TERRITORIAL RIGHTS AND LIMITATIONS.....	2
5. TERM AND RENEWAL.....	2
6. TRAINING AND CONFERENCES.....	3
7. OTHER FRANCHISOR ASSISTANCE.....	3
8. ESTABLISHING YOUR FRANCHISE.....	4
9. MANAGEMENT AND STAFFING.....	5
10. FRANCHISEE AS ENTITY.....	6
11. FRANCHISE OWNER AGREEMENT.....	7
12. ADVERTISING & MARKETING.....	7
13. OPERATING STANDARDS.....	8
14. FRANCHISE ADVISORY COUNCIL.....	9
15. FEES.....	10
16. BRAND PROTECTION COVENANTS.....	12
17. YOUR OTHER RESPONSIBILITIES.....	13
18. INSPECTION AND AUDIT.....	15
19. INTELLECTUAL PROPERTY.....	15
20. INDEMNITY.....	17
21. TRANSFERS.....	17
22. TERMINATION.....	19
23. POST-TERM OBLIGATIONS.....	22
24. RIGHT TO PURCHASE FACILITY AND ASSETS.....	22
25. DISPUTE RESOLUTION.....	23
26. GENERAL PROVISIONS.....	24

ATTACHMENTS

- A. FRANCHISE SPECIFIC TERMS
- B. OWNER'S AGREEMENT
- C. FRANCHISEE COMPLIANCE QUESTIONNAIRE

NORA MENTAL HEALTH, LLC

FRANCHISE AGREEMENT

This Nora Mental Health Franchise Agreement (this “Agreement”) is entered into as of the date listed in Attachment A as the “Effective Date” between Nora Mental Health, LLC, a Delaware limited liability company (“we” or “us”) and the individual or entity listed on Attachment A (“Franchisee” or “you”).

RECITALS

WHEREAS, as the result of the expenditure of time, skill, effort, and money, we have developed and own a unique and distinctive proprietary system (hereinafter “System”) relating to the establishment and operation of a mental health facility under the name “Nora Mental Health” offering outpatient mental health care services;

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color scheme, and furnishings; proprietary products and Services; uniform standards, specifications, and procedures for operations; proprietary trade practices, trade dress and know-how; quality and uniformity of products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by us from time to time;

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark “Nora Mental Health” and such other trade names, service marks, and trademarks as are now designated (and may hereafter be designated by us in writing) for use in connection with the System (hereinafter referred to as “Marks”, and, together with the System and the Manual (defined below), collectively, the “Intellectual Property”);

WHEREAS, we will continue to develop, use, and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System’s high standards of quality, appearance, and service;

WHEREAS, you understand and acknowledge the importance of our high standards of quality, cleanliness, appearance and service and the necessity of operating the business franchised hereunder in conformity with our standards and specifications; and

WHEREAS, you desire to use the System in connection with the operation of a Nora Mental Health business at the location accepted by us as herein provided, as well as to receive the training and other assistance provided by us in connection therewith.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. INCORPORATION OF RECITALS

The recitals set forth above are true and correct and are hereby incorporated by reference into this Agreement. You hereby warrant, represent, covenant, and acknowledge to us that:

(i) You have had no part in the creation or development of the System, the Marks or any other proprietary information provided by us.

(ii) You understand that the System is continually evolving and that we have the right to make changes therein from time to time as we may deem appropriate.

2. DEFINITIONS

Capitalized terms used in this Agreement are defined in the body of this Agreement.

3. GRANT OF FRANCHISE

We hereby grant you a franchise (your “Franchise”) for the right and license to develop, own and operate a Nora Mental Health business to offer outpatient mental health care services at a Nora Mental Health Clinic at a private location as set forth in Schedule 1 to Attachment A of this Franchise Agreement (a “Nora Mental Health Business” or “Business”). You will operate your Franchise from within the territory and at the address that we approve. We reserve all rights not expressly granted to you.

4. TERRITORIAL RIGHTS AND LIMITATIONS

This Agreement grants you an Exclusive Territory (“Territory”), which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another Nora Mental Health Business within your Exclusive Territory. The boundaries of your territory will be included in Schedule 1 to Attachment A of this Franchise Agreement. You must operate your franchise at the address listed in Schedule 1 to Attachment A of this Franchise Agreement.

5. TERM AND RENEWAL

5.1. Generally. The term of this Agreement will begin on the Effective Date and expire ten (10) years thereafter (the “Term”). If this Agreement is the initial franchise agreement for your Franchise, you may enter into a maximum of one (1) successor franchise agreement (each, a “Successor Agreement”) as long as you meet the conditions for renewal specified below. The Successor Agreement shall be the current form of franchise agreement that we use in granting Nora Mental Health franchises as of the expiration of the Term. If at the time of such expiration of the Term, we are not granting franchises, then the Successor Agreement will be in a form selected by us which previously shall have been delivered to and executed by a franchisee or licensee of us. The terms and conditions of the Successor Agreement may vary materially and substantially from the terms and conditions of this Agreement. A renewal term will be ten (10) years, for a maximum total term of 20 years (although the parties may mutually agree to renew the franchise for an additional period of time beyond the 20-year contractual period). You will have no further right to operate your Franchise following the expiration of the final renewal term unless we grant you another franchise in our sole discretion. If this Agreement is a Successor Agreement, the renewal provisions in your original franchise agreement will dictate the length of the Term of this Agreement as well as your remaining renewal rights, if any.

5.2. Renewal Requirements. In order to enter into a Successor Agreement, you (or your owners if you are an entity) must: (i) notify us in writing of your desire to enter into a Successor Agreement not less than 120 days nor more than 180 days before the expiration of the Term; (ii) not be (nor, if an entity, your owner(s) not be) in default under this Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Agreement; (iii) sign the Successor

Agreement and all ancillary documents that we require franchisees to sign; (iv) sign a General Release in form and substance satisfactory to us; (v) complete any required refresher training program; (vi) if we require, remodel your Franchise and purchase new equipment to comply with our then current standards and specifications; (vii) have the right under your lease to maintain possession of your premises for the duration of the renewal term; (viii) take any additional action that we reasonably require; and (ix) pay us a \$500 renewal fee.

5.3. Interim Term. If you do not sign a Successor Agreement after the expiration of the Term and you continue to accept the benefits of this Agreement, then at our option, this Agreement may be treated either as: (i) expired as of the date of the expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) continued on a month-to-month basis (the “Interim Term”) until either party provides the other party with 30 days’ prior written notice of the party’s intention to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon the expiration or termination of this Agreement will be deemed to take effect upon the termination of the Interim Term. Except as otherwise permitted by this Section 5, you have no right to continue to operate your Franchise following the expiration of the Term.

6. TRAINING AND CONFERENCES

6.1. Initial Training Program. The Designated Manager and all of your employees that we specify must attend and successfully complete our initial training program within 90 days after the Effective Date. We will provide initial tuition-free training for a total of two (2) individuals. You, if you are an individual (or at least one of your shareholders or members if you are a corporation or limited liability company), must attend and complete the initial training program to our satisfaction. For no additional fee, we will also provide you with access to our training team on an “as needed” basis via telephone and Internet. Our representative will be available during normal business hours by phone and e-mail. If we provide Initial Training to more than two individuals, we may charge up to \$1,500 per extra individual for such Initial Training.

6.2. On-Site Training. If you request that we provide on-site training at your Franchise and we agree to do so, you agree to reimburse us for all reasonable travel, meals, lodging and other expenses that we incur in providing the on-site training. These amounts are due 10 days after invoicing.

6.3. Additional Training. If you or any employee of yours requires additional training, you may be charged up to \$1,000 per day and \$500 per each additional day in succession plus expenses as described in section 6.5 below.

6.4. Conferences. We may, in our sole discretion, hold a mandatory annual conference at our headquarters or at a location we determine, no more than once per year, which will last approximately one to three (1 to 3) days. We will determine the topics and agenda of the annual conference, which generally will include updating our franchisees on new developments affecting them and exchanging information between our franchisees and our personnel concerning the operations and programs of the System.

6.5. Expenses. You are responsible for all food, lodging and travel costs that your owners and employees incur while attending any training program or conference.

7. OTHER FRANCHISOR ASSISTANCE

7.1. Training. We will provide the training described in Section 6 of this Agreement.

7.2. Manual. During the Term, we will loan to you or provide you electronic access to our confidential and proprietary Nora Mental Health Operations Manual (the “Manual”). The Manual will help you establish and operate your Franchise. The information in the Manual is confidential and proprietary and may not be

disclosed to third parties without our prior approval.

7.3. Additional Assistance Upon Request. Upon your written request, we may provide additional assistance or training to you at a mutually convenient time. If we agree to provide this additional assistance or training at your Franchise, you must reimburse us for all costs that we incur for food, lodging and travel. These expense reimbursements are due 10 days after invoicing. Other fees are set forth in Section 6 of this agreement.

7.4. General Guidance. Based upon our periodic inspections of your Franchise or reports that you submit to us, we will provide our guidance and recommendations on ways to improve the marketing and/or operation of your Franchise.

7.5. Nora Mental Health Network Systems. We will provide you with access to our integrated web-based business management system that will assist you in operating your Franchise, including and our corporate Intranet from which you can connect to all aspects of the Nora Mental Health Network System. We reserve the right to modify, update, supplement, eliminate or replace the Nora Mental Health Network System or any of its components and you agree to do the same upon notice from us. Currently, you must pay various licensors initial and ongoing license fees to use the various programs that comprise the Nora Mental Health Network System other than the corporate Intranet system).

7.6. Website. We will maintain the Nora Mental Health website to promote the services and products offered at Nora Mental Health Businesses. We will include the information about your Franchise that we deem appropriate. We may modify the content of and/or discontinue the website at any time in our sole discretion. We will include a location search tool and provide a listing for your location on our site which will also be displayed on an interactive map. You may not establish or maintain any other Website or engage in any other electronic marketing of products or services without our prior written approval. We reserve the right to change the requirements relating to your sitelet at any time.

7.7. Purchase Agreements. We may, but are not required to, negotiate purchase agreements with suppliers to obtain discounted prices for us and Nora Mental Health franchisees. If we succeed in negotiating a purchase agreement, we will arrange for you to be able to purchase the goods directly from the supplier at the discounted prices that we negotiate (subject to any rebates the supplier pays to us). We may also purchase certain items from suppliers in bulk and resell them to you at our cost, plus shipping fees.

7.8. Private Label Goods. We may, but need not, develop Nora Mental Health branded products and merchandise for sale at your Franchise. If we do so, you agree to always maintain a reasonable inventory of these items at your Franchise.

7.9. Credentiaing. You must pay us up to \$5,000 for the necessary credentialing which may be required for establishing your franchise. This credentialing may only be performed by our approved vendor.

8. ESTABLISHING YOUR FRANCHISE

8.1. Site Selection. If you do not own a location for your Nora Mental Health Clinic, you must purchase or lease a commercial location. Locations for Nora Mental Health businesses typically measure from 800 to 2,000 square feet. You must use our building specifications for your real property space and design plans for building out, remodeling, or retrofitting your Business Site. The Site must be approved by us. The location must meet certain basic requirements described in the Franchise Operations Manual.

8.2. Lease. If you will lease the premises for your Franchise, you must use your best efforts to ensure your landlord signs the Lease Rider that we will provide you. If your landlord refuses to sign the Lease Rider in substantially the form we provide, we have the right to disapprove of your lease in our commercially reasonable judgment, in which case you must find a new site for your Franchise. You must promptly send

us a copy of your fully executed lease and Lease Rider.

8.3. Operating Assets. You agree to use in your operations of Nora Mental Health Franchise, and only those Operating Assets that we approve for Nora Mental Health Franchises as meeting our specifications and standards for quality, design, appearance, function, and performance. You agree to place or display in the business or vehicles (interior and exterior) only the signs, emblems, lettering, logos, and display materials that we approve from time to time. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or our affiliates). You may purchase Fixtures from us but are not required to. All fixtures and furniture must meet our specifications.

8.4. Telephone. You must obtain a new telephone number with "call-waiting service" and telephone listing at your expense, to be listed under the Nora Mental Health name and not under your corporate, limited liability company, or individual name, to be used exclusively in connection with your operation of the business. Upon the expiration, transfer or termination of this Agreement for any reason, you will terminate your use of such telephone number and listing and assign the same to us or our designee. You must answer the telephone in the manner we specify in the Operations Manual.

8.5. Computer Software and Hardware. You will purchase and use any and all computer software programs ("Software") which we have developed or may develop and/or designate for use for the System and will purchase such computer hardware as we designate and as may be necessary for the efficient operation of the Software. We have the right to require you to update or upgrade computer hardware components and/or Software as we deem necessary from time to time but not more than once per calendar year. In addition, we have the right to require you to enter into a separate maintenance agreement for such computer hardware and/or Software.

8.6. Opening. You must open your Franchise to the public within nine months after the Effective Date. You may not open your Franchise before: (i) successful completion of the initial training program by your Designated Manager; (ii) you purchase all required insurance and provide insurance certificates naming Nora Mental Health, LLC as an additional insured; (iii) you obtain all required licenses, permits and other governmental approvals and a copy of all such license, permits and approvals are in your business files or are displayed when required. We may conduct a pre-opening inspection of your Franchise and you agree to make any changes we require before opening. BY VIRTUE OF OPENING YOUR FRANCHISE, YOU ACKNOWLEDGE THAT WE HAVE FULFILLED ALL OF OUR PRE-OPENING OBLIGATIONS TO YOU.

8.7. Opening Extension. At our sole discretion, we may offer you a one-time three-month extension in exchange for your paying a \$2,500 Extension Fee and signing a General Release, a form of which is attached the Franchise Disclosure Document. If you are granted an extension and cannot open within 12 months of the effective date of your franchise agreement, we may terminate your franchise agreement.

8.8. Relocation. You may relocate your Franchise with our prior written approval, which we will not unreasonably withhold. If we allow you to relocate, you must: (i) locate your new Franchise within the Territory; (ii) comply with Sections 8.1 through Section 8.8 of this Agreement with respect to your new Franchise (excluding the 90-day opening period); (iii) open your new Franchise and resume operations within 30 days after closing your prior location; and (iv) pay us a \$5,000 relocation fee.

9. MANAGEMENT AND STAFFING.

9.1. Owner Participation. You acknowledge that a major requirement for the success of your Business is the active, continuing, and substantial personal involvement and hands-on supervision by your Designated Manager. The Designated Manager must at all times be actively involved in the operation of the Business on a full-time basis unless we authorize you to delegate management functions to a Manager. Any new Designated Manager that we approve must successfully complete the initial training program pursuant to

Section 6.1. The Designated Manager must be the owner, member of the managing LLC, officer of the managing corporation unless otherwise authorized in writing by us.

9.2. Managers. You may hire a manager to assume responsibility for the daily supervision and operation of your Business (a “Manager”), but only if: (i) we approve the Manager in our commercially reasonable discretion; (ii) the Manager meets our minimum qualifications and requirements for managers (including holding all licenses necessary to manage the Franchise); (iii) the Manager successfully completes the initial training program; (iv) the Manager signs a Brand Protection Agreement; and (v) the Designated Manager agrees to assume responsibility for the supervision and operation of your Business if the Manager is unable to perform his or her duties due to death, disability, termination of employment, or for any other reason, until such time that you obtain a suitable replacement Manager.

9.3. Employees. You must hire, train, and supervise honest, reliable, competent and courteous employees for the operation of your Franchise. You must pay all wages, commissions, fringe benefits, worker’s compensation premiums and payroll taxes (and other withholdings required by law) due for your employees. These employees will be employees of yours and not of ours. You must ensure that a sufficient number of trained employees are available to meet the operational standards and requirements of your Franchise at all times. You must ensure that your employees perform their duties in compliance with the terms of the Operations Manual and any other materials applicable to employees that we communicate to you. You may give your employees only the minimum amount of information and material from the Operations Manual that is necessary to enable them to perform their assigned tasks. You must ensure that your employees do not make or retain any copies of content from the Operations Manual or any portion of the Operations Manual content. We do not control the day-to-day activities of your employees or the manner in which they perform their assigned tasks. We also do not control the hiring or firing of your employees. You have sole responsibility and authority for all employment related decisions, including employee selection and promotion, hours worked, rates of pay and other benefits, work assignments, training and working conditions. You must require that your employees review and sign the acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee that you are his or her sole employer.

9.4. Interim Manager. We have the right, but not the obligation, to designate an individual of our choosing (an “Interim Manager”) to manage your Franchise if either: (i) your Designated Manager ceases to perform the responsibilities of a Designated Manager (whether due to retirement, death, disability, or for any other reason) and you fail to find an adequate replacement Designated Manager within 30 days; or (ii) you are in material breach. The Interim Manager will cease to manage your Franchise at such time that you hire an adequate replacement Designated Manager who has completed training, or you cure the material breach, as applicable. The Interim Manager will have no liability to you except for gross negligence or willful misconduct. We will have no liability to you for the activities of an Interim Manager unless we are grossly negligent in appointing the Interim Manager.

9.5. Licensed Staffing requirements. Your Nora Mental Health Clinic must have one or more licensed and qualified nurse practitioners, MD, DO and licensed counselors (referred to as “Licensed Professionals”). You (if you are a Licensed Professionals) or other Licensed Professionals engaged by you will be involved in the operations of your Clinic in accordance with your state’s laws and regulations, your Franchise Agreement, and the Manuals. The Franchise Agreement will not interfere, affect, or limit the independent exercise of medical judgement by the medical staff. If you are not a Licensed Professional, you must sign a Managed Services Addendum with your Licensed Professionals.

10. FRANCHISEE AS ENTITY.

If you are an Entity, you agree to provide us with a list of all of your Owners. All Owners of the Entity (whether direct or indirect) are jointly and severally responsible for the Entity’s performance of this Agreement and each Owner is bound by all of the terms of this Agreement. Upon our request, you must provide us with a resolution of the Entity authorizing the execution of this Agreement, a copy of the Entity’s

organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the Entity is duly formed and validly existing under the laws of the state of its formation or incorporation, and, if different, duly authorized as a foreign entity to conduct business in the state in which your Franchise is located. The Entity's organizational documents must incorporate the transfer restrictions set forth in this Agreement as they pertain to a transfer of an interest in the Entity. Your Entity shall not use the name "Nora Mental Health" in the name of any such Entity or as part of any domain name or as part of an e-mail address, as it is a protected name. You will not be allowed to open a franchise with us as a sole proprietor or partnership.

11. FRANCHISE OWNER AGREEMENT.

If you are an Entity, all Owners (whether direct or indirect) and their spouses must sign a Franchise Owner Agreement.

12. ADVERTISING & MARKETING.

12.1. Your Marketing Activities

12.1 (a) Generally. We must approve all such advertising in accordance with Section 12.1(e). You agree to participate at your own expense in all advertising, promotional and marketing programs that we may require.

12.1 (b) Grand Opening. During the period beginning 30 days before opening and ending 60 days after opening, you must pay us \$4,000 to spend on advertising and other marketing activities to promote your Franchise. We recommend but do not require you to spend more on grand opening activities. We must approve all such advertising in accordance with Section 12.5(e). We will provide you with our suggestions and recommendations for grand opening advertising.

12.1(c) Territorial Advertising Restriction. You are not permitted to solicit customers and/or advertise outside your Territory, except to the extent that you have received our prior written authorization, which we will not unreasonably withhold. We may condition our authorization upon your agreement to offer System franchisees who are operating Business in Territories encompassed by the circulation base of the proposed advertising the opportunity to participate in, and share the expense of, such solicitation and/or advertising. You may not advertise your Business, or any Merchandise or Service offered by your Business via the Internet without our prior written consent, which may be given or withheld in our sole discretion.

12.1(d) Standards for Advertising. All advertisements and promotions that you create, or use must be completely factual and conform to the highest standards of ethical advertising and comply with all federal, state, and local laws. You must ensure that your advertisements and promotional materials do not infringe upon the intellectual property rights of others.

12.1(e) Approval of Advertising. Before you use them, we must approve all advertising and promotional materials that we did not prepare or previously approve (including materials that we prepared or approved, and you modify). We will be deemed to have disapproved the materials if we fail to issue our approval within 15 days after receipt. You may not use any advertising or promotional materials that we have disapproved (including materials that we previously approved and later disapprove).

12.1(f) Internet and Websites. At this time, we do not allow our franchisees to maintain their own websites or market their Nora Mental Health businesses on the Internet or on any social media site that have not been approved or established by us. Accordingly, you may not maintain a website, conduct e-commerce, or otherwise maintain a presence or advertise on the Internet or any other public computer network (including social network services and social media sites such as Facebook, Twitter and

LinkedIn) or through any other digital or electronic method of communication in connection with your Business, except for the accounts we establish on your behalf, which you will be granted access to manage. You may utilize the online accounts that we have established on your behalf only in compliance with all of the guidelines that we specify. At any time, we may require that you sign an amendment to this Agreement that will govern your ability to maintain a website and/or market on the Internet. You agree to comply with any social media policy that we develop.

12.2. Brand Fund. You must pay two hundred dollars (\$200) per each active clinician in your practice on the 10th of each month for the prior month of operation for the Brand Fund (“Brand Fund Contribution”). Any partial month of operation will be charged on a pro-rated basis. Each franchisee will be required to contribute to the Brand Fund. The Brand Fund will be administered by us or our affiliates or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Brand Fund will be in a separate bank account, commercial account, or savings account. We have complete discretion on how the Brand Fund will be utilized. The Brand Fund for local, regional, or national marketing; advertising; sales promotion and promotional materials; public and consumer relations; website development and search engine optimization; the development of technology for the System; and any other purpose to promote the Marks. We may use any media for disseminating Brand Fund advertisements, including direct mail, print ads, the Internet, radio, billboards, and television. We may reimburse ourselves, our authorized representatives; or our affiliates from the Brand Fund for administrative costs; independent audits; reasonable accounting, bookkeeping, reporting and legal expenses; taxes; and all other direct or indirect expenses associated with the programs funded by the Brand Fund. We do not guarantee that advertising expenditures from the Brand Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We agree not use the Brand Fund Contributions for advertising that is principally a solicitation for the sale of Franchises, but we reserve the right to include a notation in any advertisement or website indicating “Franchises Available” or similar phrasing. We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct or administer the Brand Fund. Any unused funds that are collected in any calendar year will be applied to the following year’s funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable. The Brand Fund is not audited. Upon written request, we will provide to you an annual accounting for the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year.

13. OPERATING STANDARDS.

13.1. Generally. You agree to operate your Franchise: (i) in a manner that will promote the goodwill of the Marks; and (ii) in full compliance with our standards and all other terms of this Agreement and the Operations Manual.

13.2. Operations Manual. You agree to establish and operate your Business in accordance with the Operations Manual. The Operations Manual may contain, among other things: (i) a description of the authorized goods and services that you may offer at your Franchise; (ii) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we prescribe from time to time for Nora Mental Health franchisees; (iii) minimum staffing requirements as well as minimum standards and qualifications for your employees; (iv) mandatory reporting and insurance requirements; (v) mandatory and suggested specifications for your Franchise; and (vi) a written list of goods and services (or specifications for goods and services) you must purchase for the development and operation of your Franchise and a list of any designated or approved suppliers for these goods or services. We can modify the Operations Manual at any time. The modifications will become binding 30 days after we send you notice of the modification. All mandatory provisions contained in the Operations Manual (whether they are included now or in the future) are binding upon you.

13.3. Authorized Goods and Services. You agree to offer all goods and services that we require from time to time in our commercially reasonable discretion. You may not offer any other goods or services at your

Franchise without our prior written permission. You may not use your Franchise or permit your Franchise to be used for any purpose other than offering the goods and services that we authorize. We may, without obligation to do so, add, modify or delete authorized goods and services, and you must do the same upon notice from us. Our addition, modification or deletion of one or more goods or services shall not constitute a termination of the franchise or this Agreement.

13.4. Suppliers and Purchasing. You agree to purchase or lease all products, supplies, equipment, services and other items specified in the Operations Manual from time to time. If required by the Operations Manual, you agree to purchase certain goods and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliate). You acknowledge that our right to specify the suppliers that you may use is necessary and desirable so that we can control the uniformity and quality of goods and services used, sold or distributed in connection with the development and ongoing operation of Nora Mental Health Businesses, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we are able to do so, and protect the reputation and goodwill associated with the System and the Marks.

13.5. Equipment Maintenance and Changes. You agree to maintain all of your equipment in good condition and promptly replace or repair any equipment that is damaged, worn-out or obsolete. We may require that you replace, update or change your equipment, which may require you to make additional investments. You acknowledge that our ability to require franchisees to make significant changes to their equipment is critical to our ability to administer and change the System and you agree to comply with any such required change within the time period that we reasonably prescribe.

13.6. Software and Technology. We can change the software or technology you must use at any time. At any time, we may also develop proprietary software or technology that must be used by all of our franchisees. If this occurs, you agree to enter into a license agreement with us (or an affiliate of ours) and pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which you may utilize this software or technology. We also reserve the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology.

13.7. Remodeling and Maintenance. You agree to remodel and make all improvements and alterations to your Franchise that we reasonably require from time to time to reflect our then-current image, appearance and facility specifications. We will not require that you spend more than \$10,000 to remodel your Franchise during the Term. You agree to maintain your Franchise in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations, at your sole expense, to comply with our standards and specifications. Without limiting the generality of the foregoing, you agree to take the following actions at your sole expense: (i) thorough cleaning, repainting, redecorating of the interior and exterior of the facility at the intervals we may prescribe (or at such earlier times that such actions are required or advisable); and (ii) interior and exterior repair of the facility as needed. You agree to comply with any maintenance, cleaning or facility upkeep schedule that we prescribe from time to time.

13.8. Hours of Operation. Your Franchise must be open during the minimum hours and days that we specify. You must establish specific hours of operation and submit those hours to us for approval.

13.9. Customer Complaints. If you receive a customer complaint, you must follow the complaint resolution process that we specify to protect the goodwill associated with the Marks.

14. FRANCHISE ADVISORY COUNCIL

We may, but need not, create a franchise advisory council to provide us with suggestions to improve the System, including matters such as marketing, operations and new product or service suggestions. The advisory council will be established and operated according to rules and regulations we periodically

approve, including procedures governing the selection of representatives of the advisory council who will communicate with us on matters raised by the advisory council.

15. FEES

15.1. Initial Franchise Fee. You agree to pay us an initial franchise fee equal to the amount listed in Attachment A, in one lump sum at the time you sign this Agreement. The initial franchise fee will be reduced by five thousand dollars (\$5,000) for veterans of the United States armed forces who provide a copy of their DD214 service record.

Based upon the franchisor's financial condition, the Illinois Office of the Attorney General has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

15.2. Qualified Clinician System Fee. On or before the tenth (10th) day of each calendar month, you shall pay us a monthly nonrefundable administrative and system fee of one thousand dollars (\$1,000) per Qualified Clinician in the prior calendar month, not to exceed seven and one-half percent (7.5%) of the Collected Revenue of each Qualified Clinician in the prior calendar month (the "Qualified Clinician System Fee"). The Qualified Clinician System Fee shall be due and payable beginning on the tenth (10th) day of the month following the first full month after the commencement of operation of the Franchised Business for the prior full month and continuing thereafter for each subsequent month. Qualified Clinician System Fees are calculated and due on a per Qualified Clinician basis based on data available in Franchisor's EHR System or otherwise available to Franchisor.

15.2.1. A "Qualified Clinician" means a Licensed Provider providing outpatient counseling and therapy products and services, directly or indirectly, at or through your Franchised Business in a given calendar month (whether working part-time or full-time, whether providing services for a full or partial month, and whether retained as an employee or independent contractor). However, if a Qualified Clinician provides products or services, directly or indirectly, at or through multiple Nora Mental Health clinics owned or managed by you or your affiliates, we will allocate the Qualified Clinician on a pro-rata basis to each clinic based on the approximate hours worked at each clinic or allocate the Qualified Clinician to a single clinic, as we may determine.

15.2.2. "Collected Revenue" means the total amount of revenues, income, receipts, reimbursements, and other fees actually received that are attributable to or earned by the Licensed Providers or other employees or contractors of the Franchised Business for activities and services taking place by or through the Franchised Business or processed through the record management system, and all other services and products, if any, sold under the Marks, or otherwise related to the Franchised Business, including amounts received for co-pays, private payments, and insurance reimbursements. Amounts collected and remitted by you to any governmental taxing authority in satisfaction of sales or occupation taxes are excluded from Collected Revenues.

15.3. Qualified Prescriber System Fee. On or before the tenth (10th) day of each calendar month, you shall pay us a monthly nonrefundable administrative and system fee of three thousand dollars (\$3,000) per Qualified Prescriber in the prior calendar month, not to exceed seven and one-half percent (7.5%) of the Collected Revenue of each Qualified Prescriber in the prior calendar month (the "Qualified Prescriber System Fee"). The Qualified Prescriber System Fee shall be due and payable beginning on the tenth (10th) day of the month following the first full month after the commencement of operation of the Franchised Business for the prior full month and continuing thereafter for each subsequent month. Qualified Prescriber System Fees are calculated and due on a per Qualified Prescriber basis based on data available in

Franchisor's EHR System or otherwise available to Franchisor.

15.3.1. A "Qualified Prescriber" means a Licensed Provider who provides evaluation and management services that is licensed to prescribe medication to patients, directly or indirectly, at or through your Franchised Business in a given calendar month (whether working part-time or full-time, whether providing services for a full or partial month, and whether retained as an employee or independent contractor). However, if a Qualified Prescriber provides products or services, directly or indirectly, at or through multiple Nora Mental Health clinics owned or managed by you or your affiliates, we will allocate the Qualified Prescriber on a pro-rata basis to each clinic based on the approximate hours worked at each clinic or allocate the Qualified Prescriber to a single clinic, as we may determine.

15.4. Services Fee. You agree to pay us a "Services Fee" equal to four hundred dollars (\$400) per Qualified Clinician in the prior month for your first six months of operations. Thereafter, you shall pay five hundred and fifty dollars (\$550) per Qualified Clinician in the prior month.

15.5. Other Fees and Payments. You agree to pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in this Section 15. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon goods or services that you sell or based upon goods or services that we furnish to you (other than income taxes that we pay based on amounts that you pay us under this Agreement).

15.6. Late Fee. If any sums due under this Agreement have not been received by us when due (or there are insufficient funds in your Account to cover any sums owed to us when due) then, in addition to those sums, you must pay us interest on the amounts past due at the rate equal to the lesser of eighteen percent (18%) per annum (pro-rated on a daily basis), or the highest rate permitted by your State's law. If we do not specify a due date, then interest begins to run ten (10) days after we bill you. We will not impose a late fee for any amounts paid pursuant to Section 15.8 if, but only to the extent that, sufficient funds were available in your Account to be applied towards the payments at the time the payments became due and payable. However, we may impose a late fee for any amounts that we are unable to reasonably determine due to your failure to furnish us with a report required by Section 17.3 within the required period of time or record sales in a timely manner, in which case we may assess a late fee on the entire amount that was due and payable. We may also assess you a seventy-five dollar (\$75) administrative handling fee if any payment is returned for insufficient funds or is dishonored by a financial institution. You acknowledge that this Section 15.6 shall not constitute our agreement to accept the late payments after same are due, or a commitment by us to extend credit to or otherwise finance the operation of your Business.

15.7. Relocation Fee. You agree to pay us a Costs relocation fee of five thousand dollars (\$5,000) in one lump sum at any time during the term of the agreement, that, with our approval, you relocate your Nora Mental Health franchise location. Such payment is due at the moment you sign a lease, purchase agreement or other such agreement that is intended to acquire a new location for you Nora Mental Health franchise.

15.8. Method of Payment. You must complete and send us an ACH Authorization Form allowing us to electronically debit a banking account that you designate (your "Account") for: (i) all fees payable to us pursuant to this Agreement (other than the initial franchise fee); and (ii) any amounts that you owe to us or any of our affiliates for the purchase of goods or services. Your Account does not need to be your primary business checking account. We will debit your Account for these payments on or after the due date. Our current form of ACH Authorization Form is attached to the Franchise Disclosure Document. You must sign and deliver to us any other documents that we or your bank may require to authorize us to debit your Account for these amounts. You must ensure that your Account has sufficient funds available for withdrawal by electronic transfer before each due date. If there are insufficient funds in your Account to cover all amounts that you owe, any excess amounts that you owe will be payable upon demand, together

with any late charge imposed pursuant to Section 15.8 below.

15.9. Application of Payments. We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate.

16. BRAND PROTECTION COVENANTS

16.1. Reason for Covenants. You acknowledge that the Intellectual Property and the training and assistance that we provide would not be acquired except through implementation of this Agreement. You also acknowledge that competition by you, the Owners or persons associated with you or the Owners (including family members) could seriously jeopardize the entire franchise system because you and the Owners have received an advantage through knowledge of our day-to-day operations and Know-how related to the System. Accordingly, you and the Owners agree to comply with the covenants described in this Section to protect the Intellectual Property and our franchise system.

16.2. Our Know-how. You and the Owners agree: (i) neither you nor any Owner will use the Intellectual Property in any business or capacity other than the operation of your Franchise pursuant to this Agreement; (ii) you and the Owners will maintain the confidentiality of the System at all times; (iii) neither you nor any Owner will make unauthorized copies of documents containing any Intellectual Property; (iv) you and the Owners will take all reasonable steps that we require from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you and the Owners will stop using the Intellectual Property immediately upon the expiration, termination or Transfer of this Agreement, and any Owner who ceases to be an Owner before the expiration, termination or Transfer of this Agreement will stop using the Intellectual Property immediately at the time he or she ceases to be an Owner.

16.3. Unfair Competition During Term. You and your Owners agree not to compete with us during the Term by engaging in any of the following activities (“Prohibited Activities”): (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in any Competitive Business, other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours. “Competitive Business” shall mean any business, person or entity that is engaged, or planning or contemplating to engage within a period of twelve (12) months, in any business activity that is competitive with the business and business activities engaged in by us or our affiliates or franchisees.

16.4. Unfair Competition After Term. During the two years immediately following the Term (the “Post-Term Restricted Period”), you and your Owners agree not to engage in any Prohibited Activities. Notwithstanding the foregoing, you and your Owners may have an interest in a Competitive Business during the Post-Term Restricted Period as long as the Competitive Business is not located within 25 miles from the outer bounds of your Exclusive Territory (“Restricted Territory”) and does not provide otherwise competitive goods or services from any site that is located within the Restricted Territory. If you or an Owner engage in a Prohibited Activity during the Post-Term Restricted Period (other than having an interest in a Competitive Business that is permitted under this Section), then the Post-Term Restricted Period applicable to you or the non-compliant Owner, as applicable, shall be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity. We reserve the right to pursue all remedies for your non-compliance.

16.5. Immediate Family Members. The Owners acknowledge that they could circumvent the purpose of Section 16 by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). The Owners also acknowledge that it would be difficult for us to prove whether the Owners disclosed the Intellectual Property to family members. Therefore, each Owner agrees that he or she

will be presumed to have violated the terms of Section 16 if any member of his or her immediate family engages in any Prohibited Activities during the Term or Post-Term Restricted Period or uses or discloses the Intellectual Property. However, the Owner may rebut this presumption by furnishing evidence conclusively showing that the Owner did not disclose the Intellectual Property to the family member.

16.6. Employees and Others Associated with You. You must ensure that all of your employees, officers, directors, partners, members, independent contractors and other persons associated with you or your Business who may have access to our Intellectual Property, and who are not required to sign a Brand Protection Agreement, sign and send us a Confidentiality Agreement before having access to our Intellectual Property. You must use your best efforts to ensure that these individuals comply with the terms of the Brand Protection Agreements and Confidentiality Agreements, as applicable, and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all reasonable expenses that we incur in enforcing a Brand Protection Agreement or Confidentiality Agreement, as applicable, including reasonable attorneys' fees and court costs.

16.7. Covenants Reasonable. You and the Owners acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those described above with respect to other Nora Mental Health franchisees benefits you and the Owners in that it prevents others from unfairly competing with your Franchise; and (iii) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU AND THE OWNERS HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS SECTION 16 AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

16.8. Breach of Covenants. You and the Owners agree that failure to comply with the terms of this Section 16 will cause substantial and irreparable damage to us and/or other Nora Mental Health franchisees for which there is no adequate remedy at law. Therefore, you and the Owners agree that any violation of the terms of this Section 16 will entitle us to injunctive relief. We may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$100. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of this Section 16. If an Owner's immediate family member engages in a Prohibited Activity during the Term or Post-Term Restricted Period or uses or discloses the Intellectual Property in breach of Section 16.5, you agree that, in addition to injunctive relief, we are entitled to liquidated damages in an amount equal to the initial franchise fee if actual damages cannot be reasonably determined.

17. YOUR OTHER RESPONSIBILITIES

17.1. Insurance. For your protection and ours, you agree to maintain the insurance that we specify from time to time, including coverage insuring against all loss and liability arising out of or in connection with the operation of the Franchise, including, without limitation, public liability insurance, personal injury insurance, automobile insurance, property damage insurance, worker's compensation insurance, including employer's liability, with limits as required by law, and as stated in Chart 17.1 below. You agree to provide us with proof of coverage on demand. You agree to obtain these insurance policies from insurance carriers that are rated A or better by Alfred M. Best & Company, Inc. and that are licensed and admitted in the state in which you operate your Franchise. All insurance policies must be endorsed to: (i) name us (and our members, officers, directors, and employees) as additional insureds; (ii) contain a waiver by the insurance carrier of all subrogation rights against us; and (iii) provide that we receive 30 days prior written notice of

the termination, expiration, cancellation, or modification of the policy. If any of your policies fail to meet these criteria, then we may disapprove the policy and you must immediately find additional coverage with an alternative carrier satisfactory to us. Upon ten (10) days' notice to you, we may increase the minimum protection requirement as of the renewal date of any policy and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards or other relevant changes in circumstances. If you fail to maintain any required insurance coverage, we have the right to obtain the coverage on your behalf (which right shall be at our option and in addition to our other rights and remedies in this Agreement), and you must promptly sign all applications and other forms and instruments required to obtain the insurance and pay to us, within ten (10) days after invoicing, all costs, and premiums that we incur.

CHART 17.1		
TYPE OF POLICY	POLICY MINIMUMS	NOTES
General Liability Insurance	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate
Group Malpractice Insurance	\$1,000,000	Per Occurrence
	\$3,000,000	In the Aggregate
Umbrella Liability Insurance	\$3,000,000	
Fire and Damage to Rented Premises	\$1,000,000	
Workers Compensation	State or local requirements	*Required
Medical Expense	\$10,000	Any single individual

17.2. Technology Fund. On the tenth (10th) of each month for the prior month of operation, you must pay seventy-five dollars (\$75) per Qualified Clinician in your practice for the Technology Fund (“Technology Fund Contribution”). Any partial month of operation will be charged on a pro-rated basis. Each franchisee will be required to contribute to the Technology Fund. The Technology Fund will be administered by us or our affiliates or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The Technology Fund will be in a separate bank account, commercial account, or savings account. We have complete discretion on how the Technology Fund will be utilized. We may use these funds to develop software, maintain data, server fees and any other technology that we determine is beneficial for the system. We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Technology Fund or to maintain, direct or administer the Brand Fund. Any unused funds that are collected in any calendar year will be applied to the following year’s funds, and we reserve the right to contribute or loan additional funds to the Brand Fund on any terms we deem reasonable. The Technology Fund is not audited. Upon written request, we will provide to you an annual accounting for the Technology Fund that shows how the Brand Fund proceeds have been spent for the previous year.

17.3. Books and Records. You agree to prepare and maintain at your Franchise for at least three (3) years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Business. You must send us copies of your books and records within seven (7) days of our request. The person who provides you with bookkeeping and accounting services must: (i) successfully complete all training that we reasonably require to ensure the person is familiar with our systems and procedures; and (ii) agree to utilize our accounting standards and chart of accounts to ensure consistency of information received from all of our franchisees.

17.4. Reports. You must prepare and provide us with periodic statements of your Gross Sales using a standard chart of accounts that we specify. You must allow access us your Gross Sales report for the preceding billing period. You must use QuickBooks Online as your accounting system and give us access to your QuickBooks Online Account via our own unique log-in with a minimum access to view all reports.

You must also use any third-party app we require to pull data from QuickBooks Online. On or before the fifth (5th) day of each month. You also agree to prepare all other reports that we require in the form and manner that we require. You agree to send us a copy of any report required by this Section upon request. If we require that you purchase a computer and/or automated cash management system that allows us to electronically retrieve information concerning your sales transactions, you agree that we will have the right to electronically poll your computer and/or automated cash management system to retrieve and compile information regarding the operation of your Franchise, subject to any restrictions imposed by applicable law.

17.5. Financial Statements. Within 30 days after the end of each calendar quarter and within one hundred and twenty (120) days after the end of each calendar year, you must prepare a balance sheet for your Business (as of the end of the calendar year or calendar quarter, as applicable) and a statement of profit and loss and source and application of funds (for the prior year or calendar quarter, as applicable). All financial statements must be: (i) verified and signed by you certifying to us that the information is true, complete, and accurate; and (ii) submitted in any format that we reasonably require. You agree to send us a copy of any financial statement required by this Section upon request. You authorize us to disclose the financial statements, reports, and operating data to prospective franchisees, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by applicable law.

17.6. Legal Compliance. You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Franchise (including all required professional licenses) and operate and manage your Franchise in full compliance with all applicable laws, ordinances, rules and regulations. You understand that federal and state laws may regulate you and your Franchise and you agree to comply with all such laws. You are required to hire local counsel to review these laws to ensure the operation of your Franchise, and your performance of your obligations under this Agreement, comply with such laws. You must notify us in writing within two (2) business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Business or your financial condition. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency that reflects your failure to fully comply with any applicable law, rule or regulation.

18. INSPECTION AND AUDIT

18.1. Inspections. To ensure compliance with this Agreement, we or our representatives will have the right to enter your Franchise, evaluate your operations and inspect and examine your books, records, accounts and tax returns. Our evaluation may include monitoring your interactions with and provision of services to customers and contacting your landlord, customers and/or employees. We may conduct our evaluation at any time and without prior notice. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Franchise, and you and your employees will cooperate and not interfere with our inspection. You consent to us accessing your computer system and retrieving any information that we deem appropriate in conducting the inspection, except as prohibited by law.

19. INTELLECTUAL PROPERTY

19.1. Ownership and Use of Intellectual Property. You acknowledge that: (i) we are the sole and exclusive owner of the Intellectual Property and the goodwill associated with the Marks; (ii) your right to use the Intellectual Property is derived solely from this Agreement; and (iii) your right to use the Intellectual Property is limited to a license granted by us to operate your Franchise during the Term pursuant to, and only in compliance with, this Agreement, the Operations Manual, and all applicable standards, specifications and operating procedures that we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service or in any other

manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Manual governing your use of the Intellectual Property. This Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property.

19.2. Changes to Intellectual Property. We have the right to modify the Intellectual Property at any time in our sole discretion, including by changing the Marks, the System or the Operations Manual. If we modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within thirty (30) days. If we require you to change the Marks, we will have no obligation to reimburse you for your expenses of compliance, such as changing signage, brochures, stationary, etc. Moreover, we will not be liable to you for any expenses, losses or damages that you incur (including the loss of any goodwill associated with a Mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

19.3. Use of Marks. You agree to use the Marks as the sole identification of your Franchise; provided, however that you must identify yourself as the independent owner of your Franchise in the manner that we prescribe. You may not use any Marks in any modified form or as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you by this Agreement). You agree to: (i) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate and in the manner that we prescribe to give notice of trade and service mark registrations and copyrights; and (ii) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours.

19.4. Use of Intellectual Property. We will disclose the Intellectual Property to you in the initial training program, the Manual, and in other guidance furnished to you during the Term. You agree that you will not acquire any interest in the Intellectual Property other than the right to utilize it in strict accordance with the terms of this Agreement in the development and operation of your Franchise. You acknowledge that the Intellectual Property is proprietary and is disclosed to you solely for use in the development and operation of your Franchise during the Term.

19.5. Improvements. If you conceive of or develop any improvements or additions to the services or products offered by, or the method of operation of, a Nora Mental Health Business, or any advertising or promotional ideas related to such business (collectively, "Improvements"), you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval prior to using any such Improvements. Any Improvement that we approve may be used by us and any third parties that we authorize to operate a Nora Mental Health franchise, without any obligation to pay you royalties or other fees. You must assign to us or our designee, without charge, all rights to any such Improvement, including the right to grant sublicenses. In return, we will authorize you to use any Improvements that we or other franchisees develop that we authorize for general use in connection with the operation of a Nora Mental Health Business.

19.6. Notification of Infringements and Claims. You must immediately notify us of any: (i) apparent infringement of any of the Intellectual Property; (ii) challenge to your use of any of the Intellectual Property; or (iii) claim by any person of any rights in any of the Intellectual Property. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. If you are in compliance with this Agreement, we will defend you against any claim brought against you by a third party that your use of the Intellectual Property in accordance with this Agreement infringes upon that party's intellectual property rights. We have no obligation to pursue any infringing users of our Intellectual Property. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringements, challenges or claims. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may,

in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

20. INDEMNITY

You and all guarantors of your obligations under this Agreement agree to at all times indemnify, defend (with counsel reasonably acceptable to us) and hold harmless (to the fullest extent permitted by law us and our affiliates, and our and their respective successors, assigns, past and present equity holders, directors, officers, employees, agents, attorneys and representatives (collectively, “Indemnified Parties”) from and against all “losses and expenses” (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against Indemnified Parties or any settlement thereof (whether or not a formal proceeding or action had been instituted) (collectively, “Claims”, each, a “Claim”), which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to: (i) any Claim asserted against you and/or any of the Indemnified Parties arising from the marketing, use or operation of your Franchise or your performance and/or breach of any of your obligations under this Agreement; (ii) any other Claim arising from alleged violations of your relationship with and responsibility to us; or (iii) any Claim relating to taxes or penalties assessed by any governmental entity against us that are directly related to your failure to pay or perform functions required of you under this Agreement. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any Claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such Claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such Claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such Claim, including court costs and reasonable attorneys’ fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorneys’ fees.

Specifically excluded from the indemnity you give hereby is any liability associated with our or the other Indemnified Parties’ gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

As used above, the phrase “losses and expenses” includes all Claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys’ and experts’ fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Indemnified Parties’ attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by you pursuant hereto, regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of the actions, activity or defense.

21. TRANSFERS

21.1. By Us. This Agreement and the franchise is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment. We may also delegate some or all of our obligations under this Agreement to one or more persons without assigning the Agreement

(including delegation to one of our master developers).

21.2. By You. You understand that the rights and duties created by this Agreement are personal to you and the Owners and we have granted the franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Therefore, neither you nor any Owner shall cause or allow any direct or indirect sale, assignment, transfer, conveyance, gift, declaration of trust, pledge, mortgage or other encumbrance, voluntarily or involuntarily, by operation of law or otherwise of any interest in you, this Agreement, the license, the Nora Mental Health Business or the premises for the Nora Mental Health Business (collectively “Transfer”) without (a) our prior written consent and (b) giving us an opportunity to exercise our right of first refusal as described in Section 21.5 below. Any attempt at such a Transfer without our approval and opportunity to exercise our right of first refusal shall be void, constitute a breach of this Agreement and shall convey no right or interest in this Agreement. We will not unreasonably withhold our approval of any proposed Transfer, provided that the following conditions are all satisfied:

- (i) the proposed transferee is, in our opinion, an individual of good moral character, who has sufficient business experience, aptitude and financial resources to own and operate a Nora Mental Health Business and otherwise meets all of our then applicable standards for franchisees;
- (ii) you and your Owners are in full compliance with the terms of this Agreement and all other agreements with us or our affiliate;
- (iii) all of the owners of the transferee have successfully completed, or made arrangements to attend, the initial training program;
- (iv) your landlord consents to your assignment of the lease to the transferee, or the transferee is diligently pursuing an approved substitute location within the Territory;
- (v) the transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law in order to own and operate the Franchise;
- (vi) the transferee and its owners sign our then current form of franchise agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and renewal term(s) shall be the Term and renewal term(s) remaining under this Agreement; and (b) the transferee need not pay a separate initial franchise fee;
- (vii) you remodel your Franchise to comply with our then current standards and specifications or you obtain a commitment from the transferee to do so within the period of time that we specify;
- (viii) you or transferee must pay us a transfer fee of \$10,000 at the time we approve the transfer;
- (ix) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer, in form and substance satisfactory to us;
- (x) you enter into an agreement with us to subordinate the transferee’s obligations to you to the transferee’s financial obligations owed to us pursuant to the franchise agreement;
- (xi) we decline to exercise our right of first refusal described in Section 21.5; and
- (xii) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions

of the franchise by the transferee.

21.3. Definition of Transfer. As used in this Agreement the term “Transfer” shall also mean and include each of the following: (a) the Transfer by you or your Owner(s) of more than 20% in the aggregate, whether in one or more transactions, of the assets, capital stock, membership interests or voting power of you; (b) the issuance of any securities by you, which itself or in combination with any other transaction(s), results in the Owners existing as of the effective date, owning less than 80% of the outstanding shares, membership interests or voting power of you as constituted as of the effective date; or (c) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of you, however effected.

21.4. Death or Disability of an Owner. Within 60 days after the death or permanent disability of an Owner, the Owner’s ownership interest in you or the franchise, as applicable, must be assigned to another Owner or to a third party approved by us. Any assignment to a third party will be subject to all of the terms and conditions of Section 21.2. For purposes of this Section, an Owner is deemed to have a “permanent disability” only if he or she has a medical or mental problem that prevents the person from substantially complying with his or her obligations under this Agreement or otherwise operating the Franchise in the manner required by this Agreement and the Manual for a continuous period of at least three (3) months.

21.5. Our Right of First Refusal. If you or an Owner desire to engage in a Transfer, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase the interest in your Business or the ownership interest in you for the same price and upon the same terms contained in the offer (however, we may substitute cash for any form of payment proposed in the offer). If we notify you that we intend to purchase the interest within the 30-day period, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional 30 days to prepare for closing. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of Section 21.2 (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal in this Section shall not apply to any Permitted Transfer.

22. TERMINATION

22.1. By You. You may terminate this Agreement if we materially breach this Agreement and fail to cure the breach within ninety (90) days after you send us a written notice specifying the nature of the breach. If you terminate this Agreement, you must still comply with your post-termination obligations described in Section 23 and all other obligations that survive the expiration or termination of this Agreement.

22.2. Termination By Us Without Cure Period. We may, in our sole discretion, terminate this Agreement upon five (5) days’ written notice, without opportunity to cure, for any of the following reasons, all of which constitute material events of default under this Agreement:

- (i) if the Designated Manager fails to satisfactorily complete the initial training program in the manner required by Section 6.1;
- (ii) if you fail to obtain our approval of your site within the time period required by Sections 8.1;
- (iii) if you fail to open your Franchise within the time period required by Section 8.6;
- (iv) if you become insolvent by reason of your inability to pay your debts as they become due or

you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any law, or are the subject of an involuntary bankruptcy (which may or may not be enforceable under the Bankruptcy Act of 1978);

(v) if your Franchise, or a substantial portion of the assets associated with your Franchise, are seized, taken over or foreclosed by a government official in the exercise of his or her duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor; or a final judgment against you of at least \$5,000 remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in your Business, and it is not discharged within five (5) days of the levy;

(vi) if you abandon or fail to operate your Franchise for three (3) consecutive business days, unless the failure is due to an event of *force majeure* or another reason that we approve;

(vii) if a regulatory authority suspends or revokes a license or permit held by you or an Owner that is required to operate the Franchise, even if you or the Owner still maintain appeal rights;

(viii) if you or an Owner (a) is convicted of or pleads no contest to a felony, a crime involving moral turpitude or any other material crime or (b) is subject to any material administrative disciplinary action or (c) fails to comply with any material federal, state or local law or regulation applicable to your Franchise;

(ix) if you or an Owner commits an act that can reasonably be expected to adversely affect the reputation of the System or the goodwill associated with the Marks;

(x) if you manage or operate your Franchise in a manner that presents a health or safety hazard to your customers, employees or the public;

(xi) if you fail to pay any amount owed to us or an affiliate of ours within five (5) days after receipt of a demand for payment;

(xii) if you or an Owner make any material misrepresentation to us, whether occurring before or after being granted the franchise, including any intentional underreporting Gross Sales;

(xiii) if you inadvertently underreport any amount owed to us by at least two percent (2%), after having already committed a similar breach that had been cured in accordance with Section 22.3;

(xiv) if you make an unauthorized Transfer;

(xv) if you make an unauthorized use of the Intellectual Property;

(xvi) if you breach any of the brand protection covenants described in Section 16;

(xvii) if any Owner, or the spouse of any Owner, breaches a Franchise Owner Agreement;

(xviii) if the lease for your premises is terminated due to your default;

(xix) if you commit three (3) or more defaults during the Term, regardless of whether such defaults were cured; or if we terminate any other agreement between you and us or if any affiliate of ours terminates any agreement between you and the affiliate because of your default.

22.3. Additional Conditions of Termination. In addition to our termination rights in Section 22.2, we may, in our sole discretion, terminate this Agreement upon 30 days' written notice if you or an Owner fail to comply with any other provision of this Agreement (including any mandatory provision in the Manual) or

any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period. If we deliver a notice of default to you pursuant to this Section 22.3, we may suspend performance of any of our obligations under this Agreement until you fully cure the breach.

22.4. Mutual Agreement to Terminate. If you and we mutually agree in writing to terminate this Agreement, you and we will be deemed to have waived any required notice period.

23. POST-TERM OBLIGATIONS

23.1. Obligations of You and the Owners. After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

- (i) immediately cease to use the Intellectual Property;
- (ii) pay us all amounts that you owe us;
- (iii) comply with all covenants described in Section 16 that apply after the expiration, termination or Transfer of this Agreement or the disposal of an ownership interest by an Owner;
- (iv) return all copies of the Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms, and any other materials bearing or containing any of the Marks, Copyrights or other identification relating to a Nora Mental Health Business, unless we allow you to transfer such items to an approved transferee;
- (v) take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Marks;
- (vi) provide us with a list of all of your current, former and prospective customers, unless prohibited by applicable law;
- (vii) upon our request, assign all customer contracts and related information to us (unless we allow you to transfer these items to an approved transferee) except to the extent prohibited by applicable law;
- (viii) make such modifications and alterations to the premises that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third party at the premises; provided, however, that this subsection shall not apply if your franchise is transferred to an approved transferee or if we exercise our right to purchase your entire Business;
- (ix) notify all telephone companies, listing agencies and domain name registration companies (collectively, the “Agencies”) of the termination or expiration of your right to use: (a) the telephone numbers and/or domain names, if applicable, related to the operation of your Franchise; and (b) any regular, classified or other telephone directory listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so); and
- (x) provide us with satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Agreement.

24. RIGHT TO PURCHASE FACILITY AND ASSETS

24.1. Generally. Within 60 days after the termination or expiration of this Agreement, we shall have the right, but not the obligation, to notify you of our intent to purchase your Franchise and/or its assets at fair market value as determined by an independent business appraiser. If we elect to exercise this option, the date of determination of the fair market value shall be the day immediately after the effective date of the termination or expiration (the “Appraisal Date”). We will notify you of the specific items that we wish to purchase (the “Acquired Assets”). We may also require that you assign your lease to us at no additional

charge.

24.2. Selecting Qualified Appraisers. You and we each shall appoint an appraiser with experience appraising businesses comparable to your Franchise (a “Qualified Appraiser”). This appointment of the appraisers shall be made within 30 days after the Appraisal Date by giving written notice to the other party of the name and address of the Qualified Appraiser. If either of us fails to appoint a Qualified Appraiser within the 30-day period, the appraisal shall be made by the sole Qualified Appraiser appointed within that period. If each of us shall have appointed a Qualified Appraiser within the 30-day period, then within 30 days after that the two (2) Qualified Appraisers shall appoint a third (3rd) Qualified Appraiser. If the two (2) Qualified Appraisers fail to agree on the appointment of a third (3rd) Qualified Appraiser within the 30-day period, then a third (3rd) Qualified Appraiser shall be appointed by the American Arbitration Association (acting through its office located closest to our corporate headquarters) as promptly as possible after that, upon application by either us or you. Nothing in this provision shall prohibit us and you from jointly approving a single appraiser, nor shall it obligate us or you to do so.

24.3. Information for Appraisal. You must furnish to the Qualified Appraisers a copy of your current financial statements, as well as your financial statements for the prior three (3) years (or the period of time that you have operated your Franchise, if less than three (3) years), together with the work papers and other financial information or other documents or information that the Qualified Appraisers may request. The Qualified Appraisers shall take into account the other information and factors that they deem relevant, but the Qualified Appraisers shall be instructed that there shall be no consideration of goodwill in the determination of fair market value.

24.4. Appraisal Process. Within 60 days after the appointment of the third Qualified Appraiser, the three (3) Qualified Appraisers shall appraise the Appraised Assets at fair market value without taking into account any value for goodwill (the “Appraised Value”). If the three (3) Qualified Appraisers agree on a single value, then they shall issue a joint report and the Appraised Value shall be the value determined by the agreement of the three (3) Qualified Appraisers. If two (2) of the three (3) Qualified Appraisers agree on a single value, these two (2) Qualified Appraisers shall issue a joint report, and the dissenting Qualified Appraiser may (but need not) issue a separate report, and the value determined by agreement of the two (2) Qualified Appraisers who shall agree shall be the Appraised Value. If none of the Qualified Appraisers are able to agree on a single value, each Qualified Appraiser shall issue a report setting forth the value determined by him or her, and the average of the two values that are closest to each other shall be the Appraised Value. Before the issuance of a report by any Qualified Appraiser, each Qualified Appraiser shall advise the others of the value that will appear in his or her report to ensure that the determination of value made by any Qualified Appraiser is made with knowledge of the values determined by the other Qualified Appraisers. If there shall be only a single Qualified Appraiser (because you or we failed to appoint a Qualified Appraiser within the time provided), then the Appraised Value will be the value determined by the single Qualified Appraiser.

24.5. Cost of Appraisal. You and we shall equally bear the cost of the appraisal.

24.6. Closing. Once the Appraised Value has been determined, we will have at least sixty (60) days to prepare for the closing. We will be entitled to receive from you all customary representations and warranties given by you as the seller of the Acquired Assets and you must transfer good and clean title to the Acquired Assets, subject to any exceptions agreed to by us. We will pay one-half of the purchase price at closing and the remaining balance in three (3) equal quarterly installments of principal plus interest at a rate per annum equal to the prime lending rate charged by our bank as of the closing date.

25. DISPUTE RESOLUTION

Before arbitration, the parties agree to submit any claim, dispute or disagreement, including any matter pertaining to the interpretation of this Agreement or issues relating to the offer and sale of the franchise or the relationship between the parties (a “Dispute”) to mediation administered by the Judicial Arbitration and

Mediation Service (or its successor). If the Dispute is not resolved by mediation within 90 days after either party makes a demand for mediation, the parties will submit the dispute to mandatory and binding arbitration with the Judicial Arbitration and Mediation Service (or its successor). The party filing the arbitration must initially bear the cost of any arbitration fees or costs. The arbitrators will not have authority to award exemplary or punitive damages. Notwithstanding the foregoing, any Dispute that involves an alleged breach of Section 16 or Section 19 will not be subject to mediation or arbitration unless otherwise agreed to by both parties, and either party may immediately file a lawsuit in accordance with this Section with respect to any alleged breach of Section 16 or Section 19. All mediation, arbitration and litigation shall take place in the county in which we maintain our principal place of business at the time the Dispute arises (currently, Delaware) and the parties irrevocably waive any objection to such venue. If we or you must enforce this Agreement in a judicial or arbitration proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees. In addition, if you breach any term of this Agreement or any other agreement with us or an affiliate of ours, you agree reimburse us for all reasonable legal fees and other expenses we incur relating to such breach, regardless of whether the breach is cured prior to the commencement of any dispute resolution proceedings. **UNLESS PROHIBITED BY APPLICABLE LAW, ANY DISPUTE (OTHER THAN FOR PAYMENT OF MONIES OWED OR A VIOLATION OF SECTION 16 OR SECTION 19) MUST BE BROUGHT BY FILING A WRITTEN NOTICE FOR MEDIATION (OR IF PERMITTED, LITIGATION) WITHIN ONE (1) YEAR FOLLOWING THE CONDUCT, ACT OR OTHER EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM, OR THE RIGHT TO ANY REMEDY WILL BE DEEMED FOREVER WAIVED AND BARRED. WE AND YOU IRREVOCABLY WAIVE: (I) TRIAL BY JURY; AND (II) THE RIGHT TO ARBITRATE OR LITIGATE ON A CLASS ACTION BASIS, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.**

26. GENERAL PROVISIONS

26.1. Governing Law. Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement and the franchise relationship shall be governed by the laws of the State of Delaware (without reference to its principles of conflicts of law), but any law of the State of Delaware that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

26.2. Relationship of the Parties. You understand and agree that nothing in this Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Franchise. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement.

26.3. Severability and Substitution. Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise or covenant in this Agreement is unreasonable and unenforceable: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant

to the minimum extent necessary to make such promise or covenant enforceable.

26.4. Waivers. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall be without prejudice to any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory specification, standard, or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other Nora Mental Health franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Agreement.

26.5. Approvals. Whenever this Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. You are not entitled to any other relief or damages for our denial of approval.

26.6. Force Majeure. Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of *force majeure*. Any delay resulting from an event of force majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

26.7. Binding Effect. This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement; provided, however, that the additional insureds listed in Section 17.1 and the Indemnified Parties are intended third party beneficiaries under this Agreement with respect to Section 17.1 and Section 20, respectively.

26.8. Integration. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT, EXCEPT AS PERMITTED BY SECTION 13.2 AND SECTION 27.3, BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any e-mail correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachment(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations

we made in the Franchise Disclosure Document.

26.9. Covenant of Good Faith. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

26.10. Rights of Parties are Cumulative. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

26.11. Survival. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire, including, without limitation, Section 15, Section 16, Section 18, Section 20, Section 23, Section 24 and Section 26.

26.12. Construction. The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term “you” as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine and the possessive.

26.13. Time of Essence. Time is of the essence in this Agreement and every term thereof.

26.14. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

26.15. Notice. All notices given under this Agreement must be in writing, delivered by hand, email (to the last email address provided by the recipient) or first-class mail, to the following addresses (which may be changed upon ten (10) business days’ prior written notice):

Franchisee: As set forth in Attachment A to this Agreement.

Franchisor: Nora Mental Health, LLC, 8 The Green, STE B, Dover, DE 19901

Notice shall be considered given at the time delivered by hand, or one (1) business day after sending by fax, email or comparable electronic system, or three (3) business days after placed in the mail, postage prepaid, by certified mail with a return receipt requested.

[SIGNATURE PAGE FOLLOWS]

:: SIGNATURE PAGE TO THE FRANCHISE AGREEMENT ::

The parties to this Agreement have executed this Agreement effective as of the Effective Date as written on Attachment A to this Agreement.

FRANCHISOR:

NORA MENTAL HEALTH, LLC

By:

Name:

Title:

Date:

FRANCHISEE:

[FRANCHISOR]

By:

Name:

Title:

Date:

ATTACHMENT A

FRANCHISEE SPECIFIC TERMS

Effective Date:

Franchise Fee:

Franchisee Name:

Ownership of Franchise (if an entity):

Owner Name	Ownership Percentage
	%
	%
	%

Franchisee Address:

Franchisee Phone:

Franchisee Email:

Principal Executive:

Designated Representative:

Protected Territory:

[Attach map or list of distinguishing territory features such as list of zip codes]

FRANCHISOR:

NORA MENTAL HEALTH, LLC

By:

Name:

Title:

Date:

FRANCHISEE:

[FRANCHISOR]

By:

Name:

Title:

Date:

Nora Mental Health, LLC
2024 Franchise Agreement

SCHEDULE 1 TO ATTACHMENT A

LOCATION ACCEPTANCE LETTER

(to be completed after site selection and acceptance)

Date:

1. **Preservation of Agreement.** Except as specifically set forth in this letter, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This letter is attached to and upon execution becomes an integral part of the Franchise Agreement.

2. **Authorized Location.** The Authorized Location shall be the following:

3. **Protected Territory.** Pursuant to the Franchise Agreement, Franchisee's Protected Territory will be defined as follows (if identified on a map, please attach map and reference attachment below):

FRANCHISOR:

NORA MENTAL HEALTH, LLC

By:

Name:

Title:

ATTACHMENT B

OWNER'S AGREEMENT

As a condition to the granting by Nora Mental Health, LLC (“Franchisor”, “we” or “us”) of a franchise agreement with _____ (“Franchisee”), each of the undersigned individuals (the “Owner(s)”), who constitute all of the owners of a beneficial interest in Franchisee, as well as their respective spouses, covenant and agree to be bound by this owners’ agreement (“Agreement”).

1. Acknowledgments.

1.1. Franchise Agreement. Franchisor and Franchisee entered into a franchise agreement with an even date herewith (the “Franchise Agreement”). Capitalized words not defined in this Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2. Owners’ Role. Owners are the beneficial owners of all of the equity interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives, and assigns. Franchisee’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee’s owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Agreement.

2. Non-Disclosure and Protection of Confidential Information.

Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee’s non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data which we designate as confidential will also be deemed Confidential Information for purposes of this Agreement.

3. Covenant Not To Compete.

3.1. Non-Competition During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures, and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee’s restrictions on competition both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2. Construction of Covenants. The parties agree that each such covenant related to non-competition will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

3.3. Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

4.1. Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

4.2. Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

4.3. Indemnification. Owners will indemnify, defend, and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4. No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5. Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6. Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death, and the obligations of any other Owners will continue in full force and effect.

5. Transfers. Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources, and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Agreement and the Franchise Agreement.

6. Notices.

6.1. Method of Notice. Any notices given under this Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2. Notice Addresses. Our current address for all communications under this Agreement is: Nora Mental Health, LLC, 8 The Green, STE B, Dover, DE 19901.

The current address of each Owner for all communications under this Agreement is designated on the signature page of this Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Owners Agreement.

7.1. **Dispute Resolution.** Any claim or dispute arising out of or relating to this Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Agreement.

7.2. **Choice of Law; Jurisdiction and Venue.** This Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3. **Provisional Remedies.** We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Agreement. Owners acknowledge and agree that there is no adequate remedy at law for the Owners' failure to fully comply with the requirements of this Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1. **No Other Agreements.** This Agreement constitutes the entire, full, and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings, or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Agreement, other than those in this Agreement. No other obligations, restrictions, or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Agreement), no amendment, change, or variance from this Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2. **Severability.** Each provision of this Agreement, and any portions thereof, will be considered severable. If any provision of this Agreement or the application of any provision to any person, property, or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by reason of this Agreement.

8.4. **Construction.** Any term defined in the Franchise Agreement which is not defined in this Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is

referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

8.5. Binding Effect. This Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and (permitted) assigns.

8.6. Successors. References to “Franchisor” or “the undersigned,” or “you” include the respective parties’ heirs, successors, assigns, or transferees.

8.7. Nonwaiver. Our failure to insist upon strict compliance with any provision of this Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Agreement shall be cumulative.

8.8. No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9. This Agreement Controls. In the event of any discrepancy between this Agreement and the Franchise Agreement, this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

:: SIGNATURE PAGE TO THE OWNER'S AGREEMENT ::

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the effective date of the Franchise Agreement.

OWNER(S):

OWNER NAME	SPOUSE'S NAME	SIGNATURES

Nora Mental Health, LLC hereby accepts the Owner(s)' agreements:

By:

Name:

Title:

Date:

ATTACHMENT C

FRANCHISEE QUESTIONNAIRE/COMPLIANCE CERTIFICATION

DO NOT SIGN THIS STATEMENT IF YOU ARE A RESIDENT OF, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE).

As you know, Nora Mental Health, LLC (“we”, “us”), and you are preparing to enter into a franchise agreement for the right to operate a Nora Mental Health® franchise (a “Business”). The purpose of this Questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay us the appropriate Franchisee Fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?

Y/N _____

2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Y/N _____

3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Y/N _____

4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?

Y/N _____

5. Have you reviewed the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Business(es) with these professional advisor(s)?

Y/N _____

6. Do you understand the success or failure of your Business(es) will depend in large part upon your skills, abilities, and efforts and those of the persons you employ, as well as many factors beyond your control such as demographics of your Territory, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace?

Y/N _____

7. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?

Y/N _____

8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the System mark or any other mark at any location outside your Territory under the Franchise Agreement, without regard to the proximity of these activities to the premises of your Business(es)?

Y/N _____

9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated and/or arbitrated, at our option, at our then current headquarters?

Y/N _____

10. Do you understand the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential, or other special damages?

Y/N _____

11. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is us?

Y/N _____

12. Do you understand that the Franchisee (or one of its principals if Franchisee is an organization), as well as any Principal Executive(s) (as defined in the Franchise Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Business to open or consent to a transfer of that Business?

Y/N _____

13. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?

Y/N _____

14. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises (other than those that you timely fulfill your development obligations and have contracted to open under the Development Agreement, provided you have not materially breached that agreement and failed to timely cure that breach)?

Y/N _____

15. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your Business or home address until you designate a different address by sending written notice to us?

Y/N _____

16. Do you understand that we will not approve your purchase of a franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?

Y/N _____

17. Is it true that no broker, employee, or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Y/N _____

18. Is it true that no broker, employee, or other person speaking on our behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Y/N _____

19. Is it true that no broker, employee, or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and/or Development Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Y/N _____

20. Is it true that no broker, employee, or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property, or services from you in connection with a Business purchase with exception of those payments or loans provided in the Disclosure Document?

Y/N _____

[SIGNATURE PAGE FOLLOWS]



AREA DEVELOPMENT AGREEMENT

between

NORA MENTAL HEALTH, LLC

and

FRANCHISEE

TABLE OF CONTENTS

	Page
1. Grant of Development Rights and Development Area.....	1
2. Fees.....	1
3. Development Schedule and Deadlines	2
4. Development Area.....	2
4.1 Development Area.....	2
4.2 No Other Restriction On Us.	2
5. Term	3
6. Termination	3
6.1 Events of Default.....	3
6.2 Our Remedies.	3
7. Assignment; Our Right of First Refusal.....	3
7.1 Rights Personal to You.....	3
7.2 Our Right of First Refusal.	4
7.3 Our Rights to Assign Unrestricted.....	4
8. Incorporation of Other Terms.....	4
9. Miscellaneous.....	4

Attachments

- A. Franchisee-Specific Terms
- B. Personal Guaranty for Owner/Shareholder

NORA MENTAL HEALTH, LLC

AREA DEVELOPMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the date set forth on Attachment A to this Agreement (the “Effective Date”) (Attachment A and all appendices and/or schedules attached to this Agreement are hereby incorporated by this reference) between Nora Mental Health, LLC, a Delaware limited liability company doing business as Nora Mental Health® (“Franchisor,” “we,” “us,” or “our”) and the person or entity identified in Attachment A as the franchisee (“Franchisee” or “you”) with its principal place of business as set forth in Attachment A.

RECITALS

A. We and you have entered into a certain Franchise Agreement dated the same date as this Agreement (the “Initial Franchise Agreement”), in which we have granted you the right to establish and operate one Nora Mental Health franchised business within the protected territory set forth in the Initial Franchise Agreement (a “Business”).

B. We desire to grant to you the exclusive right to establish and operate a specified number of Businesses within a specified geographical area in accordance with a development schedule.

C. If you are a corporation, limited liability company, partnership, or other entity (collectively, an “Entity”), all owners of a legal and/or beneficial interest in the Entity (the “Owners”) are listed in Attachment A to this Agreement.

D. You desire to establish and operate additional Businesses upon the terms and conditions contained in our then-current standard franchise agreements (a “Franchise Agreement”).

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Development Rights and Development Area

Subject to the terms and conditions of this Agreement, we grant to you the right, and you undertake the obligation, to establish and operate in the area designated in Attachment A to this Agreement (the “Development Area”) the number of Businesses specified in the development schedule in Attachment A (the “Development Schedule”). This Agreement does not grant you any right to use the Marks (as defined in your Initial Franchise Agreement) or the System (as defined in your Initial Franchise Agreement). Rights to use the Marks and the System are granted only by the Franchise Agreements.

2. Fees

Upon execution of this Agreement, you must pay us a development fee in the amount specified in Attachment A (the “Development Fee”), which is based on the initial franchise fee you must pay for each Business that you develop (the “Franchise Fee”, which is also specified in Attachment A). The Development Fee will be credited towards 100% of the Franchise Fee due under the Franchise Agreement for each Business that you develop pursuant to this Agreement, including the Initial Franchise Agreement. The Development Fee is fully earned by us when we and you sign this Agreement and is non-refundable, even if you do not comply with the Development Schedule.

Based upon the franchisor’s financial condition, the Illinois Office of the Attorney General has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under

the development agreement opens. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

3. Development Schedule and Deadlines

3.1 Development Schedule. You must enter into Franchise Agreements, and open and operate Businesses in accordance with the deadlines set forth in the Development Schedule. By each "Opening Deadline" specified in the Development Schedule, you must have the specified number of Businesses open and operating. Prior to opening additional Businesses in your Development Area, you must: (i) possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Business in our reasonable judgment; (ii) be in full compliance with all brand requirements at any existing Businesses you operate; and (iii) be in compliance with any Franchise Agreement or any other agreement entered into with us.

3.2 Damaged Operating Assets. If the location, equipment, and vehicles ("Operating Assets") used in the operation of any Business in your Development Schedule are destroyed or damaged by any cause beyond your control such that they may no longer continue to be utilized for the operation of a particular Business, you must immediately give us notice of such destruction or damage ("Destruction Event"). You must diligently work to repair and restore the Operating Assets as soon as possible to resume operation of your Business. If a Business is closed due to a Destruction Event, the Business will continue to be deemed "in operation" for the purpose of this Agreement for up to 30 days after the Destruction Event occurs. If a Business (i) is closed in a manner other than those described in this Section 3.2 or as otherwise agreed by us in writing or (ii) fails to reopen within 30 days after a Destruction Event, then we may exercise our rights under Section 6.2 (Our Remedies). In the event the Operating Assets are completely destroyed or otherwise incapable of being repaired following a Destruction Event, we will not exercise the remedies set forth under Section 6.2 provided, that (a) within the 30 days after the Destruction Event you have made arrangements with us or our designated supplier to obtain new Operating Assets for use in your Business; and (b) you are open and operating your Business in the protected territory within ninety (90) days of the Destruction Event.

4. Development Area

4.1 Development Area. Except as provided in this Section 4.1, while this Agreement is in effect, provided that you open and operate the Businesses in accordance with the Development Schedule and the minimum number of Businesses that you have open and operating in the Development Area at any given time is not less than the minimum required pursuant to the Development Schedule, we will not operate, or license any person other than you to operate, a Business under the Marks (as defined in your Initial Franchise Agreement) and the System (as defined in your Initial Franchise Agreement) within the Development Area. Each Business you open will be granted a protected territory as set forth in the individual Franchise Agreement for that Business. This Agreement does not give you the right open or operate in any portions of the Development Area until you have signed a new Franchise Agreement which includes that portion of the Development Area as your protected territory.

4.2 No Other Restriction On Us. Except as expressly provided in Section 4.1 or any other agreement between the parties, we and our affiliates retain the right, in our sole discretion, to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Business. For example, we and our affiliates have the right to:

(a) Establish or license franchises and/or company-owned outlets or other facilities or businesses offering similar or identical products, services, and classes and using the System or elements of the System (i) under the Marks anywhere outside of the Development Area or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Development Area;

(b) Sell or offer, or license others to sell or offer, any products or services using the Marks or other marks through any alternative distribution channels, including, without limitation, through e-commerce, in retail stores, via recorded media, via online videos, or via broadcast media, anywhere, including inside and outside of the Development Area;

- (c) Advertise, or authorize others to advertise anywhere, using the Marks;
- (d) Acquire, be acquired by, or merge with other companies with existing similar businesses, and/or Nora Mental Health Businesses anywhere (including inside or outside of the Development Area) and, even if such businesses are located in the Development Area, (i) convert the other businesses to the Nora Mental Health name, (ii) permit the other businesses to continue to operate under another name, and/or (iii) permit the businesses to operate under another name and convert existing Businesses to such other name; and
- (e) Engage in any other activity, action or undertaking that we are not expressly prohibited from taking under this Agreement.

5. Term

This Agreement expires at midnight on the last Opening Deadline date listed on the Development Schedule unless this Agreement is terminated sooner as provided in other sections of this Agreement.

6. Termination

6.1 Events of Default. Any one or more of the following constitutes an “Event of Default” under this Agreement:

- (a) You fail to have open and operating the minimum number of Businesses specified in the Development Schedule by any Opening Deadline specified in the Development Schedule;
- (b) An Event of Default occurs under any Franchise Agreement, resulting in the termination of such Franchise Agreement; or
- (c) You breach or otherwise fail to comply fully with any other provision contained in this Agreement.

6.2 Our Remedies. If any Event of Default occurs under Section 6.1, we may, at our sole election: (i) declare this Agreement and any and all other rights granted to you under this Agreement to be immediately terminated and of no further force or effect; (ii) terminate any exclusive or territorial rights that you may have within the Development Area or otherwise under this Agreement; and/or (iii) exercise any other remedy we may have in law or equity as a result of an Event of Default hereunder. Upon termination of this Agreement for any other reason whatsoever, we will retain the Development Fee and you will not be relieved of any of your obligations, debts, or liabilities hereunder, including without limitation any debts, obligations, or liabilities which have accrued prior to such termination. All rights and remedies of the parties hereto shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement. The rights and remedies of the parties hereto shall be continuing and shall not be exhausted by any one or more uses thereof and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. Notwithstanding anything to the contrary herein, a termination of this Agreement resulting from your failure to open and thereafter operate Businesses in accordance with the Development Schedule will not in itself constitute cause for us to terminate any previously executed Franchise Agreement in effect at the time of such termination.

7. Assignment; Our Right of First Refusal

7.1 Rights Personal to You. This Agreement and the rights granted to you under this Agreement are personal to you and neither this Agreement, nor any of the rights granted to you hereunder nor any controlling equity interest in you may be voluntarily or involuntarily, directly, or indirectly, by operation of law or otherwise, assigned or otherwise transferred, given away, or encumbered by you without our prior written approval, which we may grant or withhold for any or no reason.

7.2 Our Right of First Refusal.

(a) If you receive, and desire to accept, from a third party a bona fide offer to transfer any of your rights in this Agreement, you shall promptly notify us in writing and send us an executed copy of the contract of transfer. We shall have the right and option, exercisable within thirty (30) days after actual receipt of such notification or of the executed contract of transfer which shall describe the terms of the offer, to send written notice to you that we intend to purchase your interest on the same terms and conditions offered by the third party.

(b) Closing on the purchase must occur within sixty (60) days from the date of notice by us to you of our election to purchase. If we elect not to accept the offer within the thirty (30) day period, you shall have a period not to exceed sixty (60) days to complete the transfer subject to our approval of the third-party transferee of your rights, which may be withheld in our sole discretion. Any material change(s) in the terms of any offer before closing shall constitute a new offer subject to the same rights of first refusal by us as in the case of an initial offer.

(c) Our failure or refusal to exercise the option afforded by this Section 7 shall not constitute a waiver of any other provision of this Agreement.

(d) If the offer from a third-party provides for payment of consideration other than cash or involves certain intangible benefits, we may elect to purchase the interest proposed to be sold for the reasonable cash equivalent, or any publicly traded securities, including its own, or intangible benefits similar to those being offered. If the parties cannot agree within a reasonable time on the reasonable cash equivalent of the non-cash part of the offer, then such amount shall be determined by an independent appraiser designated by us, and such appraiser's determination shall be binding.

7.3 Our Rights to Assign Unrestricted. We may assign this Agreement or any ownership interests in us without restriction.

8. Incorporation of Other Terms

All Articles of the Initial Franchise Agreement are incorporated by reference in this Agreement and will govern all aspects of our relationship and the construction of this Agreement as if fully restated within the text of this Agreement.

9. Miscellaneous

Capitalized terms used and not otherwise defined in this Agreement shall have the meanings set forth in the Initial Franchise Agreement. This Agreement, together with the Initial Franchise Agreement, supersedes all prior agreements and understandings, oral and written, among the parties relating to its subject matter, and there are no oral or other written understandings, representations, or agreements among the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representations that we made in the most recent Franchise Disclosure Document that we delivered to you or your representatives. This Agreement shall not be binding on either party until it is executed by both parties. This Agreement may be signed in multiple counterparts, but all such counterparts together shall be considered one and the same instrument. The provisions of this Agreement may be amended or modified only by written agreement signed by the party to be bound.

[Signature page follows]

Signature Page to the Area Development Agreement

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISEE:
[FRANCHISEE]

By:

Name:

Title:

Date:

FRANCHISOR:
NORA MENTAL HEALTH, LLC.

By:

Name:

Title:

Date:

ATTACHMENT A

FRANCHISEE SPECIFIC TERMS

Effective Date:

Development Fee:

Franchisee Developer Name:

Ownership of Franchisee Developer:

Owner Name	Ownership Percentage

Franchisee Developer Address:

Franchisee Developer Phone:

Franchisee Developer Email:

Principal Executive:

Designated Representative:

Development Area:

[Attach map or list of distinguishing territory features such as list of zip codes]

Development Schedule: You agree to establish and operate a total of ____ Franchised Businesses within the Development Area during the term of the Development Agreement. The Franchised Businesses must be open and operating in accordance with the following Development Schedule:

Franchised Businesses Agreed to Open	Date By Which Franchised Business Must Be Open and Operating

Other Terms (if any):

:: SIGNATURE PAGE TO ATTACHMENT A ::

FRANCHISEE:
[FRANCHISEE]

By:

Name:

Title:

Date:

FRANCHISOR:
NORA MENTAL HEALTH, LLC.

By:

Name:

Title:

Date:

ATTACHMENT B

PERSONAL GUARANTY OF OWNER/SHAREHOLDER

This Personal Guaranty and Assumption of Obligations (this “Guaranty”) is given by the undersigned individuals identified as the owners of Franchisee in Attachment A.

In consideration of, and as an inducement to, the execution of that certain area development agreement of even date herewith (“Development Agreement”) by the parties listed as Franchisor and Franchisee in the Development Agreement, the undersigned hereby personally and unconditionally, jointly and severally: guaranties to Franchisor and its successors and assigns, for the Term of the Development Agreement and, including any renewal thereof, as provided in the Development Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant stated in the Development Agreement and any documents, agreements, and instruments signed with or in connection with the Development Agreement (collectively, the “Franchise Documents”); and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Documents applicable to the owners of Franchisee.

The undersigned waives:

1. acceptance and notice of acceptance by Franchisor of the foregoing undertakings;
2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
3. protest and notice of default to any party with respect to the indebtedness of non-performance of any obligations hereby guaranteed;
4. any right the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability; and
5. any and all other notices and legal or equitable defenses to which the undersigned may be entitled.

The undersigned consents and agrees that:

1. the undersigned’s direct and immediate liability under this Guaranty shall be joint and several with all signatories to this and similar guaranties of Franchisee’s obligations;
2. the undersigned shall render any payment or performance required under the Development Agreement upon demand if Franchisee fails or refuses punctually to do so;
3. this Guaranty shall apply to any claims Franchisor may have due to return of any payments or property Franchisor may have received from Franchisee as a preference, fraudulent transfer or conveyance or the like in any legal proceeding;
4. such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and
5. such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or any other person, including without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which in any way modify or amend this Guaranty,

which shall be continuing and irrevocable during and after the terms of the Franchise Documents, as the same may be amended or renewed, until Franchisee's duties and obligations to Franchisor are fully discharged and satisfied.

All capitalized terms when used shall have the meanings ascribed to them in the Development Agreement.

This Guaranty shall be governed, construed, and interpreted in accordance with the substantive laws of the state where Franchisor has its principal place of business at the time a dispute arises, without giving effect to its conflicts of law principles.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature as dated below.

GUARANTOR(S):

(add signature lines as necessary)

Signature:

Name:

Date:

which shall be continuing and irrevocable during and after the terms of the Franchise Documents, as the same may be amended or renewed, until Franchisee's duties and obligations to Franchisor are fully discharged and satisfied.

All capitalized terms when used shall have the meanings ascribed to them in the Development Agreement.

This Guaranty shall be governed, construed, and interpreted in accordance with the substantive laws of the state where Franchisor has its principal place of business at the time a dispute arises, without giving effect to its conflicts of law principles.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature as dated below.

GUARANTOR(S):

(add signature lines as necessary)

Signature:

Name:

Date:

EXHIBIT C

FINANCIAL STATEMENTS

**Financial Statements and
Independent Auditor's Report**

Nora Mental Health, LLC

For the Year Ended December 31, 2023

Table of Contents

Independent Auditor’s Report	2-3
Financial Statements:	
Balance Sheet	4
Statement of Income	5
Statement of Cash Flows	6
Statement of Shareholder’s Equity	7
Notes to the Financial Statements	8-11

Independent Auditor's Report

To the Members

Nora Mental Health, LLC

Opinion

We have audited the accompanying financial statements of Nora Mental Health, LLC, which comprise the balance sheets as of December 31, 2023 and the related statements of operations, members' equity and cash flows for the year ended December 31, 2023 and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nora Mental Health, LLC as of December 31, 2023 and the results of its operations and its cash flows for the year ended December 31, 2023 in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Nora Mental Health, LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Nora Mental Health, LLC ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements, as a whole, are free from material misstatement, whether due to fraud or error and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Nora Mental Health, LLC internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Nora Mental Health, LLC ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.



Nisha Patel, CPA

License #82952

Contact: +1 (405) 546 2283

2230 West Chapman Avenue Su.200

Orange, CA 92868

Nora Mental Health, LLC

Balance Sheet

As of December 31, 2023

	Notes	In US Dollars 2023
Assets		
Current Assets		
Cash and Bank Balances	1	37,898
Other Current Assets	2	500
Total Current assets		38,398
Total Assets		38,398
Liabilities and Equity		
Current Liabilities		
Other Current Liabilities	3	3,236
Total Current liabilities		3,236
Total Liabilities		3,236
Equity		
Capital		10,000
Current Year Earnings		25,162
Total Equity		35,162
Total Liabilities and Owner's Equity		38,398



Director

Nora Mental Health, LLC

Income Statement

For the year ended December 31, 2023

	Notes	In US Dollars 2023
Total Revenue	4	667,957
Less: Cost of Sales		0
Gross Profit		667,957
Operating Expenses		
Administrative & Marketing Expenses	5	642,795
Total Expenses		642,795
Operating Profit		25,162
Other Expense		0
Other Income		0
Net Profit for the year		25,162



Director

Nora Mental Health, LLC

Statement of Cash Flows

For the year ended December 31, 2023

In US Dollars

Notes

2023

Cashflow from Operating Activities

Cash flow from Operating Activities

Receipts from Customers	667,957
Payments to Suppliers and Employees	(337,137)
Cash Receipts from Other Operating Activities	(302,136)
Cash used in Operating Activity	28,684

Cashflow from Investing Activities

Cash generated from Investing Activities	0
--	---

Cashflow from Financing Activities

Payments - Other Cash Items	(786)
Cash generated from Financing Activities	(786)

Net Cash generated during the year	27,898
------------------------------------	--------

Cash & Cash equivalents at the beginning of the year	10,000
--	--------

Cash & Cash equivalents at the end of the year	37,898
--	--------



Director

Nora Mental Health, LLC

Statement of Shareholder's Equity

For the year ended December 31, 2023

In US Dollars

PARTICULARS	Capital	Retained Earnings	Total
Balance as at January 01, 2023	10,000	0	10,000
Less: Owner's Withdrawals	0	0	0
Profit for the period	-	25,162	25,162
Balance as at December 31, 2023	10,000	25,162	35,162



Director

Nora Mental Health, LLC

Notes to Financial Statements

For the year ended December 31, 2023

Note A – Organization and Description of Business

Nature of Business

Nora Mental Health, LLC (“the Company”) was incorporated in the State of Delaware on November 28, 2022. Nora Mental Health, LLC (Company), a Delaware limited liability company, sells franchises of Nora Mental Health, a mental health therapy services clinic, throughout the United States. Nora Mental Health, LLC receives or will receive an initial franchise fee and continuing fees from the franchisees.

Note B – Significant Accounting Policies

Basis of Accounting

The Company prepares its financial statements using the accrual method of accounting in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

Basis of Measurement

The financial statements presented herein have been meticulously prepared in accordance with the historical cost convention. In these documents, barring the figures represented in the cash flow statement, all transactions have been comprehensively recorded on an accrual basis, ensuring a thorough and accurate reflection of the organization's financial position.

Cash and cash equivalents

Cash and cash equivalents are carried in the balance sheet at cost. For the purpose of cash flow statement, cash and cash equivalents comprise cash in hand and cash with banks in current and saving accounts.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Property, Plant and Equipment

Property, Plant and Equipment are initially recognized at acquisition cost including any costs directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by the management. Subsequently, property, plant and equipment are stated at cost less accumulated depreciation and any identified impairment losses. Subsequent costs are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the companies and the cost of the item can be measured reliably.

All other repairs and maintenance costs are charged to income statement during the year in which they are incurred.

Depreciation method, rates and useful lives of property, plant and equipment

The management of the Company reassesses useful lives, depreciation method, and rates for each item of property, plant and equipment annual by considering expected pattern of economic benefits that the Company expects to derive from those items.

Nora Mental Health, LLC

Notes to Financial Statements

For the year ended December 31, 2023

Provisions

Provisions are based on best estimate of the expenditure required to settle the present obligation at the reporting date, that is, the amount that the Company would rationally pay to settle the obligation at the reporting date or to transfer it to a third party.

Impairment

The carrying amounts of the Company's assets are reviewed at each balance sheet date to determine whether there is any indication of impairment loss. If any such indication exists, recoverable amount is estimated in order to determine the extent of the impairment loss, if any. Impairment loss is recorded on judgmental basis, for which provision may differ in the future years based on the actual expense.

Going Concern

The accompanying financial statements are prepared assuming the Company will continue as a going concern. At December 31, 2023, the Company had a positive cashflow of \$37,898. The ability of the Company to continue as a going concern is dependent upon developing sales and obtaining additional capital and financing. While the Company believes in the viability of its strategy to produce sales volume and in its ability to raise additional funds, there can be no assurances to that effect. The financial statements do not include adjustments to reflect the possible effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the outcome of this uncertainty.

FUNCTIONAL CURRENCY

These financial statement are prepared in United States Dollars which is the Company's functional currency.

Intangible asset

An intangible asset is an identifiable non-monetary asset without physical substance. An intangible asset is recognized if it is probable that the future economic benefits that are attributable to the asset will flow to the companies and that the cost of such asset can also be measured reliably. Cost of the intangible asset includes purchase cost and directly attributable expenses incidental to bring the asset for its intended use.

Costs associated with maintaining computer software are recognized as an expense as and when incurred.

Intangible assets are stated at cost less accumulated amortization and accumulated impairment losses, if any. Amortization is charged over the estimated useful life of the asset on a systematic basis by applying the reducing balance method from the month when such asset is available for use.

Subsequent Events

Management has evaluated subsequent events for recognition and disclosure in the financial statements through December 31, 2023 which is the date the financial statements were available to be issued. Through December 31, 2023, no subsequent events required recognition or disclosure in the financial statements.

Nora Mental Health, LLC

Notes to Financial Statements

For the year ended December 31, 2023

Income Tax

The business has recognized in the financial statements the effects of all tax positions and continually evaluates expiring statutes of limitations, audits, changes in tax law, and new authoritative rulings. The business is not aware of any circumstances or events that make it reasonably possible that unrecognized tax benefits may increase or decrease within 12 months of the statement of financial position date. Penalties and interest assessed by taxing authorities are included in the provision for income taxes, if applicable. There were no penalties or interest paid during the reporting period.

Note C – References to Financial Statements

1	Cash and Bank Balances	2023
	Bluevine Checking	37,898
	Total	37,898
2	Other Current Assets	2023
	Furniture	500
	Total	500
3	Other Current Liabilities	2023
	Credit Card Payable - 1st Bankcard	3,063
	Credit Card Payable - Chase	174
	Total	3,236
4	Revenue	2023
	Revenue	667,440
	Other Income	517
	Total	667,957

Nora Mental Health, LLC

Notes to Financial Statements

For the year ended December 31, 2023

5 General & Administrative Expenses

	2023
Admin Services	11,704
Bank Fees	286
Credit Card Expenses	21,931
Delivery and Courier Expense	192
Dues and Subscription	15,414
Furniture Expenses	23,173
Insurance	3,552
Meals and Entertainment	2,300
Other Expenses	63,776
Outside Services	344
Parking Expenses	474
Payroll Expenses	18,580
Personal Expenses	1,047
Professional Fees	340,591
Purchases/Groceries/Shopping	39,578
Rent Expense	42,493
Repairs and Maintenance	1,184
Supplies Expenses	1,509
Taxes Paid	14,099
Transportation Expense	507
Travel Expenses	9,794
Total	612,528

Note D – Additional Notes

i) The Rent expenses charged to income statement includes the prepaid rent for six months for the period January 01, 2024 to June 30, 2024.

ii) The Credit Card Expenses charged to income statement includes the office renovation supplies.

Note E – Date of Authorization of Financial Statements

These financial statements were authorized for issue on 4/15/2024 by the Board of Directors.

Note F – General

Figures have been rounded off to the nearest dollar.



Director

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

NORA MENTAL HEALTH, LLC
Balance Sheet
December 31, 2023

Asset:

Current Asset	
Cash	37,897.79
Total Asset	<u><u>\$ 37,897.79</u></u>

Liabilities and Equity

Current Liabilities	
Untraced Deposit	10,500.00
Total Liabilities	<u><u>\$ 10,500.00</u></u>

Equity

Owner's Capital	10,000.00
Profit for the Year	17,397.79
Total Equity	<u><u>\$ 27,397.79</u></u>

Total Liabilities and Equity	<u><u>\$ 37,897.79</u></u>
-------------------------------------	----------------------------

**Nora Mental Health LLC. Balance
Sheet as of December 5, 2022**

	Total
ASSETS	
Other Current Assets	0.00
Checking Account	\$ 10,000
Total Current Assets	10,000
TOTAL ASSETS	\$ 10,000
LIABILITIES AND EQUITY	
Liabilities	
Accrued Liabilities	0
Current Liabilities	0
Total Liabilities	\$ -
Equity	
Retained Earnings	0
Net Income	0
Capitol Investment	10,000
Total Equity	10,000
TOTAL LIABILITIES AND EQUITY	\$ 10,000

EXHIBIT D

LIST OF CURRENT AND FORMER FRANCHISEES

Franchisees who are open and operating as of December 31, 2023:

State	City	Address	Franchisee Name	Phone Number	Development Agreement
MO	Kansas City	10551 Barkley St. STE 615 Overland Park, KS 66212	Nora Mental Health Kansas City, LLC	913-246-0417	Yes
CO	Westminster	8461 Turnpike Dr., STE 110 Westminster, CO 80031	Nora Noco LLC	303-381-8082	No
UT	Salt Lake City	7138 S Highland Dr. Suite 220 Salt Lake City, UT 84121	Western Franchise Group, LLC	801-718-9186	Yes
AK	Anchorage	Temporarily Operating Remotely	Nora Mental Health Services, LLC	907-531-2190	Yes

Franchisees who have signed Franchise Agreements but have not opened as of the Issuance Date:

State	City	Franchisee Name	Phone Number	Development Agreement
AL	Birmingham	Mitchells Holdings LLC	205-532-0025	Yes
CO	Boulder	True North Post, LLC	720-312-1350	Yes
FL	Jacksonville	Jax Nora One, LLC	904-699-3975	Yes
FL	Palm Beach County	MBOLD, INC	561-774-5096	Yes
FL	Tampa	Back Nine Ventures Corp.	813-361-3171	Yes
FL	West Palm Beach	EAZ Commerce LLC	978-886-0409	Yes
GA	Atlanta	Hope 12:12 LLC	770-500-0891	Yes
GA	Atlanta	BlueGold Health LLC	770-289-5806	Yes
IN	Indianapolis	NLB Freight Firm, Inc	317-790-8125	Yes
MA	Leominster	PNT Mental Health, LLC	978-340-1389	Yes
MT	Billings	New Mercies 247, LLC	509-406-1774	Yes
NC	Charlotte	Sarryn Group, LLC	248-703-7922	Yes
NH	Etna	Norwell LLC	360-920-4142	Yes
NV	Reno	Favorite Daughter LLC	916-247-9627	No
OH	Columbus	Fit Mind LLC	614-595-6131	Yes
OH	Youngstown	Marie Health LLC	330-261-7846	No
OK	Tulsa	L&G Holdings LLC	918-671-9508	Yes
PA	Philadelphia	Finding Sunshine, LLC	267-410-2765	Yes
TN	Nashville/Memphis	Lighthouse Mental Health, LLC	512-648-7783	Yes
TX	Austin	Plus Faith TX Inc.	832-326-1561	Yes
TX	Dallas	PROJECTPOED CORP.	214-205-4770	Yes
TX	Houston	Mountainair Holding Company	832-490-5772	Yes
TX	Weatherford	HCJ Legacy LLC	218-508-4578	Yes

Former Franchisees:

The name and contact information of every franchisee who had a Nora Mental Health Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2023, to December 31, 2023, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below.

None.

EXHIBIT E

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

List of State Regulatory Administrators

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

LIST OF STATE ADMINISTRATORS	
<p><u>CALIFORNIA</u> Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677</p>	<p><u>CONNECTICUT</u> State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230</p>
<p><u>HAWAII</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p><u>ILLINOIS</u> Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>
<p><u>INDIANA</u> Indiana Secretary of State Franchise Section 302 Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p><u>MARYLAND</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p>
<p><u>MICHIGAN</u> Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117</p>	<p><u>MINNESOTA</u> Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600</p>
<p><u>NEW YORK</u> New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222</p>	<p><u>NORTH DAKOTA</u> North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p><u>OREGON</u> Department of Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street, NE Room 410 Salem, Oregon 97310 (503) 378-4387</p>	<p><u>RHODE ISLAND</u> Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p><u>SOUTH DAKOTA</u> Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563</p>	<p><u>VIRGINIA</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p>
<p><u>WASHINGTON</u> Department of Financial Institutions Securities Division, P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760</p>	<p><u>WISCONSIN</u> Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

List of Agents for Service of Process

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

LIST OF STATE AGENT FOR SERVICE OF PROCESS	
<p><u>CALIFORNIA</u> Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677</p>	<p><u>CONNECTICUT</u> Banking Commissioner Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230</p>
<p><u>HAWAII</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p><u>ILLINOIS</u> Illinois Attorney General Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>
<p><u>INDIANA</u> Indiana Secretary of State Franchise Section 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p><u>MARYLAND</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p>
<p><u>MICHIGAN</u> Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117</p>	<p><u>MINNESOTA</u> Minnesota Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600</p>
<p><u>NEW YORK</u> Secretary of State 99 Washington Avenue Albany, NY 12231 (518) 472-2492</p>	<p><u>NORTH DAKOTA</u> North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712</p>
<p><u>OREGON</u> Secretary of State Corporation Division - Process Service 255 Capitol Street NE, Suite 151 Salem, OR 97310-1327 (503) 986-2200</p>	<p><u>RHODE ISLAND</u> Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p><u>SOUTH DAKOTA</u> Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563</p>	<p><u>VIRGINIA</u> Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p>
<p><u>WASHINGTON</u> Director, Department of Financial Institutions Securities Division, 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760</p>	<p><u>WISCONSIN</u> Administrator, Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

EXHIBIT F

MANAGED SERVICES ADDENDUM

NORA MENTAL HEALTH, LLC

MANAGED SERVICES ADDENDUM

This **ADDENDUM TO THE FRANCHISE AGREEMENT** (“**Addendum**”) is made effective as of _____, by and between NORA MENTAL HEALTH, LLC, a Delaware Limited Liability Company (“**Franchisor**”, “**Company**”, “**Nora**”), and _____, a _____ (state) [Limited Liability Company/Corporation] (“**Franchisee**”), both a “**Party**” and together the “**Parties**”.

RECITALS

WHEREAS, both parties have entered into that certain Franchise Agreement, dated _____ (the “**Franchise Agreement**”), and both parties mutually desire to amend and supplement the terms of the Franchise Agreement pursuant to the terms and conditions provided herein;

WHEREAS, The Franchised Business will be located in a jurisdiction that adheres to the corporate practice of medicine doctrine as applied to counseling, therapy, and mental health services (“**CPOM**”).

WHEREAS, Franchisee desires to operate, pursuant to a management services agreement or similar arrangement prepared by Franchisee (“**MSA**”), with a professional corporation, limited liability company, or partnership, licensed and authorized to provide counseling, therapy, and mental health products and services through Licensed Providers in the state in which the Franchised Clinic is located or operates, and;

WHEREAS, Franchisor and Franchisee mutually desire to amend and supplement the terms of the Franchise Agreement pursuant to the terms and conditions provided in this Addendum.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Franchisor and Franchisee hereby agree as follows:

- 1) **Franchise Agreement Definitions.** Capitalized terms used but not defined in this Addendum have the meanings ascribed to them in the Franchise Agreement.
- 2) **Compliance with Applicable Laws.** Franchisee agrees to operate Franchised Clinic in accordance to all applicable laws, including, but not limited to, corporate practice of medicine doctrine as applied to counseling, therapy, and mental health services (“**CPOM**”). Franchisee and the Practice Entity acknowledge that they are solely responsible for compliance with all applicable laws.
 - a) **Agents.** Franchisee shall submit to Franchisor full and complete information about licensed providers, owners and employees of the practice entity (“**PE Agents**”) within thirty (30) days of the date of this Addendum, and other information as Franchisor may reasonably request. Franchisor will approve or reject each PE Agent, in its sole discretion, within thirty (30) days of its receipt of such information. Franchisee may have to submit different PE Agents for Franchisor’s approval. The Franchise Agreement may be terminated if Franchisee has not obtained Franchisor’s approval within one hundred twenty (120) days after the date of this Addendum.
 - b) **Management Services Agreement (MSA).** Franchisee shall enter into an MSA with a Practice Entity approved by Franchisor. Franchisor may withhold and/or condition in its sole discretion. In consideration of Franchisor’s cost and expense in reviewing the MSA, Franchisee shall pay Franchisor a “**Review Fee**”, not to exceed five hundred dollars (\$500). The Review Fee shall be deemed to have been earned by Franchisor upon execution of this Addendum and shall not be refundable. After such approval, Franchisee shall not agree to amend or modify the MSA, without the Franchisor’s express written approval. Franchisor makes no representation or warranty as to the enforceability of any MSA, or whether any MSA meets the legal requirements of the jurisdiction in which Franchisee and the Practice Entity do business. Franchisee acknowledges and agrees to ensure the MSA meets all laws and regulations applicable.

- c) **Services for Management.** Pursuant to the MSA, Franchisee shall provide the Practice Entity with marketing, technology, management, administrative, and facility-based services, but not therapy, counseling, or mental health services, judgments or products, in a manner consistent with all applicable laws (including CPOM), and the Practice Entity shall retain authority to direct the medical, professional, and ethical aspects of the counseling, therapy, and mental health practice at the Clinic.
- d) **Administrative Documents.** Franchisees shall restrict the issuance and transfer of any ownership interests in Franchisee and the Practice Entity. Franchisee shall ensure that this agreement and clause is referred to in all organizational documents, bylaws, operating agreement, or partnership agreement, as applicable, as well as the organizational documents, bylaws, operating agreement, or partnership agreement.
- 3) **Statement of Management and Ownership.** Upon approval of the Practice Entity, Franchisee shall complete the Practice Entity Statement of Ownership and Management attached hereto with respect to the approved Practice Entity. Franchisee shall immediately notify Franchisor of any change in any of the information in the Practice Entity Statement of Ownership and Management last submitted to Franchisor. Further, upon request of Franchisor, Franchisee shall provide Franchisor with an updated Practice Entity Statement of Ownership and Management. Unless otherwise permitted by applicable law, the Practice Entity must be wholly owned by one (1) or more Licensed Providers.
- 4) **Clinic Construction, Location, Promotion and Marketing.** Requirements and obligations of Franchisee refer to the Clinic altering and remodeling, site selection location, leasing, design and construction, furnishing, opening, and marketing of the Practice Entity.
- 5) **Templates and Forms.** Franchisor may provide to Franchisee with various forms, including consent forms, payment forms, enrollment forms, intake forms, and templates. Franchisor may from time to time update the forms provided to Franchisee. Franchisee shall ensure that the Practice Entity and Clinic not provide services to a minor without minor's parent or guardian. Franchisor makes no representation as to the enforceability of any forms for use in the Franchised Clinic or Clinic. Franchisee acknowledges that it is its responsibility to modify such forms to meet all laws and regulations applicable.
- 6) **Franchised Clinic Operation:**
- a) **Operation.** Franchisee and Practice Entity shall satisfy all conditions set forth in the Franchise Agreement and Addendum required prior to opening the Franchised Clinic, obtaining all licenses, permits, credentialing, and certifications including Initial Training Program and Franchisee will provide Franchisor with written certification of the completion of all such conditions.
- b) **Franchised Clinic Management.** Franchisee and the Practice Entity shall at all times be held responsible for the day-to-day operation and management of the Franchised Clinic. Franchisee shall require Practice Entity to employ at least one clinic director who is responsible for the general operation of each of the Franchised Clinic ("Director"). Franchisee shall also complete the Statement of Ownership and Management attached hereto, and, Franchisee shall immediately notify Franchisor of any change in any of the information in the Statement of Ownership.
- c) **Employees, Personnel, and Licensed Providers.** Franchisee require the Practice Entity to hire all personnel of the Franchised Clinic. Franchisee shall post rules notice in the Clinic, conspicuous to Franchisee's and the Practice Entity's employees, notifying such employees of the rules and regulations. Franchisee and the Practice Entity, shall be responsible for the terms of their relationships with employees, including compensation, education and training, licensure and certification, discipline, and termination. Franchisee shall execute all documents reasonably requested by Franchisor in connection with such employment. If there is a violation of such

agreements, Franchisee shall take all action necessary to enforce such agreement. If Franchisee fails to enforce such agreement, it shall be liable to Franchisor for any damages, costs, and losses suffered by Franchisor, including any attorneys' fees.

d) **Periodic Training and Certification.** Franchisee shall provide periodic training as is required by Franchisor. Franchisee agrees to provide all staff including Provides with all training required by law and by Franchisor. Franchisee shall provide to Franchisor, upon Franchisor's request, a certification of successfully completed the training programs.

e) **High-Quality Service.** Franchisee shall ensure that the Practice Entity, conduct its business in a manner that will preserve and enhance the goodwill associated with the Names and Marks. Franchisee and Practice Entity shall not offer any products and services through the Franchised Clinic that are not approved by Franchisor. Franchisee's and the Practice Entity's employees, contractors, and agents shall maintain high quality service to all doing business with the Franchised Clinic, and all Licensed Providers must be properly licensed to provide the products and services offered through the Franchised Clinic, all of which must meet Franchisor's standards and specifications. Franchisee and Practice Entity shall not, use the Franchised Clinic to operate any business, or offer any products or services, that have not been approved by Franchisor.

f) **Procedure Compliance.** Franchisee and Practice Entity shall comply with all rules, regulations, and directives specified by Franchisor as well as all mandatory standards, and shall adopt and adhere to the policies of Franchisor. Franchisor specifically reserves the right to modify or change such rules, regulations, and directives. Franchisee acknowledges that the Franchisor's standards do not to control the day-to-day operation of the business or the administration of medical or health products or services or to control or influence the independent medical judgment of any Licensed Providers.

g) **Online Communication and Internet.** Franchisor may require that any and all communications between Franchisee and Franchisor be made through the Internet or such other electronic medium as Franchisor may designate. As such, Franchisee must subscribe to an Internet service provider, at Franchisee's expense. Such ISP must meet such minimum standards as Franchisor may approve or require, for communicating, reporting, and other operations of the Franchised Clinic. Franchisor is not liable for any damage to Franchisee including lost profits, which occur as a result of any outage or delay related to electronic transmission of information, whether by the Internet or otherwise, or as a result of Franchisee's failure to access the information. Franchisor shall have independent access to all of Franchisee's computer systems, excluding patient records containing personal health information. Franchisee shall maintain a working email address to communicate with Franchisor. Franchisor may, in its sole discretion, make use of any information furnished by it to Franchisee in the conduct of its business, excluding patient records containing personal health information.

h) **Replacements and Upgrades.** Franchisor may require Franchisee or the Practice Entity to upgrade any technology, computer systems, to replace or upgrade hardware or software, used by Franchisee or the Practice Entity in the Franchised Clinic at any time.

i) **Communication and Information.** Franchisee also specifically agrees Franchisor may communicate with Franchisee email, or other electronic communications. Any and all information provided to Franchisee or the Practice Entity by Franchisor under this Agreement may be provided in such manner determined by the Franchisor.

j) **Franchised Clinic and Franchisee Control.** Franchisee's employees and the Licensed Providers are not Franchisor's agents or employees and Franchisor is not a joint employer of these individuals. Franchisee acknowledges that it is responsible for the day-to-day operation of its Franchised Clinic, including hiring, supervising, discipline, and termination of all personnel. Franchisee is solely responsible for performing all administrative functions at the Franchised

Clinic, including payroll and providing workers' compensation insurance. Franchisee acknowledges that it is economically dependent from Franchisor, and that Franchisor does not provide facilities, equipment, or house or transport Franchisee's employees. Franchisee further acknowledges they are responsible for the maintenance of employment records; daily maintenance, safety, security, and the achievement of compliance with all applicable laws.

k) **Medical Judgment.** This Agreement will not interfere, affect, or limit the independent exercise of medical judgment by the Licensed Providers at the Clinic. Franchisor and Franchisee recognize that the practice of mental health, counseling, or therapy is a profession requiring independent judgment, skill, and training and is governed by federal, state, and local laws and regulations. By granting Franchisee a Franchise, Franchisor is not engaging in the practice of medicine, mental health, counseling, therapy, or any other profession that requires specialized training, licensure, or certification. Franchisee shall ensure that the Practice Entity, engages in the practice of medicine, mental health, counseling, therapy, or any other profession that requires specialized training, licensure, or certification as properly trained, licensed, and certified. Franchisee must ensure that the Practice Entity, adheres to all applicable laws including any state standards on counseling and therapeutic services. Practice Entity shall retain exclusive authority and discretion to direct the medical, professional, and ethical aspects of the counseling and therapy medical practice at the Clinic.

i) Any inconsistency between the standards of applicable laws is inadvertent and not an effort to cause Franchisee or the Practice Entity to deviate from such legal requirements or the proper practice of its profession. Franchisee agrees that regulatory requirements take precedence over any inconsistent advice, counsel, or other guidance offered by Franchisor and If Franchisee believes that Franchisor's advice contravene any legal requirements, Franchisee will notify Franchisor in writing, immediately.

l) **Levies and Taxes.** Franchisee and Practice Entity agree to pay all taxes when due. In no event, shall Franchisee permit a tax sale or seizure by levy of execution against the Franchised Clinic or Clinic, or any part thereof. In the event of a dispute as to the liability for any taxes assessed against Franchisee, Franchisee may contest the validity or amount of the tax in accordance with procedures of the taxing authority. Franchisee shall promptly pay when due all taxes levied or assessed by reason of its operation and performance under this Agreement. Franchisee shall pay all state unemployment taxes, state sales taxes, and all other taxes and expenses of operating the Franchised Clinic.

m) **Offered Programs.** Franchisee and Practice Entity agree to the terms and conditions of any programs provided by Franchisor, as well as the programs themselves. Franchisor may terminate or modify at any program from time to time in its sole and absolute discretion. Franchisee shall ensure that the Practice Entity complies and pay all charges related to, all programs Franchisor may require Franchisee or the Practice Entity to participate in from time to time.

n) **Legal Compliance.** Franchisee and Practice Entity agree that all Licensed Providers and other persons offering counseling, therapy, or other medical or health products or services at the Clinic must be properly licensed under all applicable laws and regulations. Franchisee and the Practice Entity agree at all times to comply with all laws and regulations applicable to its Franchised Clinic, including all zoning laws, licensing and permitting requirements, corporate practice of medicine laws, including HIPAA, HITECH, anti-kickback laws, prohibitions on fee splitting and self-referral restrictions (including the federal "Stark Law" and similar state laws), payment systems for medical benefits available to individuals through private insurance and government resources (including Medicare and Medicaid), and the Americans With Disabilities Act.

7) **Patients and Clients.** Franchisee acknowledges that references to "clients" and "patients" shall refer to clients or patients of the Practice Entity.

8) **Marks, Names and Trademarks.** Franchisor hereby grants Franchisee the right to grant a sublicense to the Names and Marks to the Practice Entity solely in connection with the operation of the Clinic by the Practice Entity. Such sublicense shall be set forth in the MSA or addendum thereto and shall, not exceed the uses as permitted by the Franchisor under scope of Franchisee's limited rights to use the Names and Marks granted under the Franchise Agreement. Further, any use of such Names and Marks by the Franchisee or Practice Entity shall be prior approved by the Franchisor and terminate immediately upon termination or expiration of the Franchise Agreement.

9) **Equipment, Fixtures, Supplies, and Services.** The references within the Franchise Agreement refer to the Practice Entity and Clinic, and the maintenance of the Clinic facilities and equipment utilized by the Clinic.

10) **Inspections, Records, Audits, and Reports:**

a) **Records, Financial Reports and Books.** Franchisee shall provide with monthly and/or annual financial reports including, copies of their annual federal, state, and city income and sales tax returns, if any, and with such financial and sales information relating to the business of Franchisee and the Practice Entity as from time to time may be reasonably required by Franchisor. As such, Practice Entity must maintain their respective books and records in the manner reasonably required by Franchisor. Franchisor may use such financial information in any manner and for any purpose it, in its sole and absolute judgment, deems appropriate. Except for the foregoing rights, Franchisor will keep such financial information confidential, unless the information is: (1) requested by tax authorities; or (2) used as part of a legal proceeding.

b) **Rights to Audit.** Franchisee shall cause the Practice Entity to cooperate with any such audit request of the Clinic, the Practice Entity, or any PE Agent. Franchisor shall have the right to audit or cause to be audited the sales reports and financial statements delivered to Franchisor, including the books, records, and sales and income tax returns of Franchisee and the Practice Entity. If any audit discloses that Franchisee or the Practice Entity has failed to pay to Franchisor any fees owed Franchisor, Franchisee, within ten (10) days of receipt of the audit report, shall pay to Franchisor the fees and other amounts due Franchisor, plus late payment charges from the due date at the maximum rate permitted by law. In addition, if the audit discloses the existence of any underpayment of any fees due to Franchisor, Franchisee shall reimburse Franchisor for the cost of the audit, including the charges of any independent accountant employed by Franchisor to make the audit.

c) **Right to Inspect.** Franchisor and its representatives, whenever reasonable, during normal business hours, may enter, remain on, and inspect the Franchised Clinic. Franchisee shall cause the Practice Entity to cooperate with any such inspection.

d) **Information of Ownership.** All information about Franchisee or the Practice Entity or related to the Franchised Clinic (collectively, the "Information"), and all revenues Franchisor derives from such Information, shall be Franchisor's property. The Information (except for information Franchisee provides to Franchisor with respect to it and its affiliates) shall become the confidential information of Franchisor, which Franchisor may use for any reason it deems necessary or appropriate, excluding any patient records containing personal health information. Franchisee, Franchisor, and Practice Entity shall comply with all applicable laws pertaining to the privacy and security of personal information, including, without limitation, local, regional, and national requirements applicable to the Franchised Clinic.

11) **Confidentiality.** Franchisee agrees never to, directly or indirectly, engage in or abet the misappropriation, or the disclosure, divulgence, or distribution of all or any part of the concepts and methods of promoting Franchises hereunder. Franchisee further acknowledges that all of the information it has now or obtains in the future including the concepts and methods of promotion hereunder, is derived from Franchisor pursuant to this Addendum, and that such information will be treated in confidence and

shall only be used for the purposes of operating a Franchised Clinic and the Clinic as set forth in this Agreement. Franchisee may disclose to the Practice Entity only that portion of such confidential information necessary to permit the Practice Entity to operate the Clinic during the Term of the Franchise. Practice Entity agrees to exercise its best efforts to preserve and not disclose or misuse any information disclosed by Franchisor to Franchisee, and Franchisee shall remain jointly and severally liable for the Practice Entity's confidentiality obligations hereunder.

a) **Developments and Improvements.** Any improvements shall be the Property of Franchisor. If Franchisee or Practice Entity, conceives or develops any improvements or additions to the Operating System, trade names, trade and service marks and other commercial symbols related to the Franchised Clinic or the Clinic, or any advertising, promotion, or marketing ideas related to the Franchised Clinic or the Clinic ("Improvements"), Franchisor, at its discretion, may make application for and own copyrights, trade names, trademarks, and service marks relating to any such Improvements. Franchisor also may consider such Improvements as the property and trade secrets of Franchisor. Franchisor shall authorize Franchisee to utilize any Improvement authorized generally for use by other franchisees.

12) **Indemnification by Franchisee.** Franchisee agrees to indemnify Franchisor against, all obligations and damages reasonably incurred by Franchisor in the defense of any such claim brought against it, or in any such action in which it is named as a party, arising out of any act or omission of Franchisee, the Practice Entity, or any of their employees, contractors, subcontractors, third parties, or personnel, as a result of any activities occurring at, by, or through the Franchised Clinic or Clinic, including the hiring of any counselors, therapists, or prescribers or other employees or contractors, licensing, permitting, and certification, and any advertising conducted by Franchisee or the Practice Entity. Such indemnification shall include reasonable attorneys' fees, court costs, litigation expenses, travel and living expenses.

13) **Compliance of Practice Entity.** Franchisee shall take no actions that cause Franchisee's or Practice Entity's non-compliance with, all applicable requirements set forth and described in the Franchise Agreement. The MSA between the Franchisee and Practice Entity shall additionally include Franchisor's right to enforce its rights in the Names and Marks., Franchisee and Practice Entity also acknowledge that Franchisor is a third-party beneficiary and entitled to enforce the terms and conditions of the MSA. Franchisee and Practice Entity shall remain primarily liable to Franchisor for all duties and obligations in the Franchise Agreement. The MSA shall contain a right of termination by Franchisee for the Practice Entity's breach or default of any terms or conditions of the MSA, which breach or default would constitute a breach or default of the Franchise Agreement.

14) **Franchisor Rights on Default.** Franchisor reserves the right, in its sole discretion, to terminate this Addendum upon any material default of the Franchise Agreement, unless such default is cured, subject to its terms and conditions of the Franchise Agreement. Nothing in this agreement shall prohibit or restrict Franchisor's rights to terminate the Franchise Agreement as provided in the Franchise Agreement.

15) **Non-Assignment.** This Addendum may not be assigned by the Franchisee nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Franchisor and any attempts to assign the Addendum without the Franchisor's written consent are null and void.

16) **The Effect of the Franchise Agreement.** The terms of this Addendum is expressly governed by the Franchise Agreement. Except as specifically amended hereby, this addendum shall continue in full force and effect until the termination or expiration of the earlier of the Franchise Agreement or MSA. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, this Addendum shall control.

17) **Counterparts.** This Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Addendum further may delivered via any electronic process, or transmission, the signing of such addendum

via these processes shall also be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

:: SIGNATURE PAGE TO THE MANAGED SERVICES ADDENDUM ::

IN WITNESS WHEREOF, Franchisor and Franchisee execute this Addendum effective as of the date hereof.

FRANCHISOR:
NORA MENTAL HEALTH, LLC

By:

Name:

Title:

Date:

FRANCHISEE:
[FRANCHISEE]

By:

Name:

Title:

Date:

PRACTICE ENTITY STATEMENT OF OWNERSHIP AND MANAGEMENT

The undersigned Franchisee (“Franchisee”) represents and warrants to Nora Mental Health, LLC (“Franchisor”) that as of the date set forth below all of the information below is true and complete:

FRANCHISEE NAME: _____

Franchisee State of Formation: _____

Form of Franchisee (Select One):

- Corporation
- Limited liability company
- Partnership
- Individual Resident of the State

PRACTICE ENTITY: _____

Practice Entity State of Formation: _____

Form of Practice Entity (Select One):

- Professional corporation
- Professional limited liability company
- Professional partnership
- Individual Resident of the State

Name of Clinic Director(s): Practice Entity Ownership (EACH PRACTICE ENTITY OWNER MUST BE LICENSED UNLESS OTHERWISE PERMITTED UNDER STATE LAW)		
NAME OF PRACTICE ENTITY OWNER	NO. OF SHARES/UNITS OWNED	OWNERSHIP PERCENTAGE

[SIGNATURE PAGE FOLLOWS]

**:: SIGNATURE PAGE TO THE PRACTICE ENTITY
STATEMENT OF OWNERSHIP AND MANAGEMENT ::**

Franchisee acknowledges that this Practice Entity Statement of Ownership and Management applies to the Nora Mental Health Franchise Agreement. Franchisee shall immediately notify Franchisor upon any change in the information contained in this Practice Entity Statement of Ownership and Management, and upon request of Franchisor, complete an updated or new Practice Entity Statement of Ownership and Management.

FRANCHISEE:
[FRANCHISEE]

By:

Name:

Title:

Date:

EXHIBIT G

STATE SPECIFIC ADDENDA

The following modifications are made to this disclosure document given to you and may supersede, to the extent then-required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated as of the Effective Date set forth in your Franchise Agreement. When the term “Franchisor’s Choice of Law State” is used, it means the laws of the state of Delaware, subject to any modifications as set forth in the addenda below. When the term “Supplemental Agreements” is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. These State Specific Addenda (“Addenda”) modify the agreements to comply with the state’s laws. The terms of these Addenda will only apply if you meet the requirements of the applicable state, independent of your signing the appropriate Addenda. The terms of the Addenda will override any inconsistent provision in the FDD, Franchise Agreement, or any Supplemental Documents. These Addenda are only applicable to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign the signature page to the Addenda along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

Some states, including California, have enacted laws that regulate the self-store and container storage industries. These laws vary substantially from state to state, but typically, they govern the relative rights between a self-storage business or facility and its customers when the customer breaches the storage rental agreement. These laws specify a procedure and notice requirements for the disposition or sale of property held in storage to collect unpaid storage rental fees. Some state laws also regulate the commercial transport of property “movers” and the warehousing of goods in storage. These laws also vary from state to state, but they typically require you to obtain a state license, mandate that you maintain certain types of insurance, and mandate minimum insurance policy limits. You may be required by law to obtain a bond. It is your responsibility to investigate the laws of your state and local jurisdiction and determine their applicability. You must also comply with any Federal Motor Carrier Agency and the United States Department of Transportation regulations.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT dfpi.ca.gov.

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

California’s Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

ITEM 3 – LITIGATION

Neither the Franchisor, nor any person identified in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange

ITEM 17 – RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. The Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
2. The Franchise Agreement provides for termination upon bankruptcy, this provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).

3. The Franchise Agreement contains provisions requiring application of the laws of Delaware. This provision may not be enforceable under California law.
4. The Franchise Agreement requires venue to be limited to Delaware. This provision may not be enforceable under California law.
5. The Franchise Agreement contains a covenant not to compete which extends beyond the termination or non-renewal of the franchise. This provision may not be enforceable under California law.
6. THE FRANCHISE AGREEMENT MAY REQUIRE THE FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON EXECUTION OF THE FRANCHISE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).
7. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement.
8. 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.
9. The Franchise Agreement requires binding arbitration. The arbitration will occur in Delaware. If we are the substantially prevailing party, we will be entitled to recover reasonable attorneys' fees and litigations costs and expenses in connection with the arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
10. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

HAWAII

The following paragraphs are added in the state cover pages:

THESE FRANCHISES WILL HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for Nora Mental Health, LLC in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum to the disclosure document.

ILLINOIS

Illinois law governs the Disclosure Document and Franchise Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Based upon the franchisor's financial condition, the Illinois Office of the Attorney General has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

In conformance with Section 41 of the Illinois Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

INDIANA

Notwithstanding anything to the contrary set forth in the Franchise Agreement or Area Development Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The Franchise Agreement and Area Development Agreement will be governed by Indiana law. Venue for litigation will not be limited to a venue outside of the State of Indiana, as specified in the Franchise Agreement and Area Development Agreement.
2. The prohibition by Indiana Code 23-2-2.7-1 (7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede any conflicting provisions of the Franchise Agreement and the Area Development Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.
3. No release language set forth in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.
4. The post-termination non-competition covenants set forth in the Franchise Agreement and Area Development Agreement shall be limited in time to a maximum of three (3) years and in geographic scope to the designated territory granted by the Agreement.
5. Nothing in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede any conflicting choice of law provisions set forth herein if such provision is in conflict with Indiana law.
6. You will not be required to indemnify us and the other Indemnities for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.
7. If we receive any payments related to purchases from you that we do not pass on in full to the supplier, we will promptly account for the amount of the payment that we retained and we will transmit the retained amount to you.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Nora Mental Health, LLC at 8 The Green, STE B, Dover, DE 19901, not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

FRANCHISEE:

Signed:

Name:

Date:

MARYLAND

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document, Franchise Agreement or Area Development Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

Item 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. No release language in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Any general release required as a condition of renewal, sale and/or assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the franchise.
3. The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO
THE MICHIGAN FRANCHISE INVESTMENT LAW**

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provisions of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value, at the time of expiration, of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, marketing, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.¹
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) the failure of the proposed franchisee to meet the franchisor's then-current reasonable qualifications or standards;

¹NOTE: Notwithstanding paragraph (f) above, we intend to fully enforce the provisions of the arbitration section of our agreements. We believe that paragraph (f) is preempted by the Federal Arbitration Act and that paragraph (f) is therefore unconstitutional.

- (ii) the fact that the proposed transferee is a competitor of the franchisor or subfranchisor;
 - (iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and
 - (iv) the failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona-fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor must, at the request of the franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The name and address of the franchisor's agent in this state authorized to receive service of process is: Michigan Department of Commerce, Corporation and Securities Bureau, 6546 Mercantile Way, P.O. Box 30222, Lansing, MI 48910.

Any questions regarding this notice should be directed to:

Department of the Attorney General's Office
Corporate Oversight Division
Attn: Franchise
670 G. Mennen Williams Building
Lansing, MI 48913

MINNESOTA

Notwithstanding anything to the contrary set forth in the Disclosure Document, the Franchise Agreement, or the Area Development Agreement, the following provisions will supersede and apply:

1. We will protect your right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the same.
2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.
3. No release language set forth in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.
4. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement or Area Development Agreement.
5. Under the terms of the Franchise Agreement and Area Development Agreement, as modified by the Minnesota Addendum to the Franchise Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

NEW YORK

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005, 212-416-8236. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to Franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the Franchise System or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for Franchisee to renew or extend,**" and Item 17(m), entitled "**Conditions for Franchisor approval of transfer:**"

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Section 33 of the General Business law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by Franchisee:**”

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of Forum,**” and Item 17(w), titled “**Choice of Law:**”

The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisor or upon the Franchisee by Section 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements - No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

In North Dakota, the Disclosure Document is amended as follows to conform to North Dakota law:

Item 5 “Initial Fees,” is supplemented by the addition of the following:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

Item 6 “Other Fees,” is supplemented by the addition of the following:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

Item 17 “Renewal, Termination, Transfer and Dispute Resolution,” is supplemented by the addition of the following:

Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee’s business has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee’s place of business.

Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials: _____ Date: _____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Nora Mental Health, LLC at 8 The Green, STE B, Dover, DE 19901, not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

FRANCHISEE:

Signed:

Name:

Date:

RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Rhode Island.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

§19-28.1.-14 of the Rhode Island Franchise Investment Act provides that “A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

SOUTH DAKOTA

Intentionally Omitted.

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Nora Mental Health, LLC, for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute “reasonable cause” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

EXHIBIT H

CONTRACTS FOR USE WITH NORA MENTAL HEALTH FRANCHISE

The following contracts contained in Exhibit H are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of Nora Mental Health franchised business. The following are the forms of contracts that Nora Mental Health, LLC uses as of the Issuance Date of this Franchise Disclosure Document.

- H-1: General Release Agreement
- H-2: System Protection Agreement
- H-3: Confidentiality Agreement
- H-4: ACH Payment Authorization Form
- H-5: Approval of Requested Assignment Form
- H-6: Lease Rider
- H-7: Business Associate Agreement

EXHIBIT H-1

NORA MENTAL HEALTH

**GENERAL RELEASE AGREEMENT
WAIVER AND RELEASE OF CLAIMS**

This Waiver and Release of Claims ("Release") is made as of _____ by _____, a(n) _____ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Nora Mental Health, LLC, a Delaware Limited Liability Company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a Nora Mental Health business;

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee (**enter into a successor franchise agreement**), and Franchisor has consented to such transfer (**agreed to enter into a successor franchise agreement**); and

WHEREAS, as a condition to Franchisor's consent to the transfer (**Franchisee's ability to enter into a successor franchise agreement**), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent to the transfer (**Franchisor entering into a successor franchise agreement**), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. The undersigned represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.
2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third-party claim.
3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Delaware. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

c. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

d. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

e. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

f. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

g. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require consummating, evidence, or confirm the Release contained herein in the matter contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

:: SIGNATURE PAGE TO THE GENERAL RELEASE AGREEMENT ::

IN WITNESS WHEREOF, Releasor has executed this Release as of the date written below.

FRANCHISEE:
[FRANCHISEE]

By:

Name:

Title:

Date:

EXHIBIT H-2

SYSTEM PROTECTION AGREEMENT

This System Protection Agreement (“Agreement”) is entered into by the undersigned (“you” or “your”) in favor of Nora Mental Health, LLC, a Delaware Limited Liability Company, and its successors and assigns (“us,” “we,” or “our”), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

“*Competitive Business*” means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by you in and/or from the Franchisee Territory (including, but not limited to, the products we authorize); or (ii) provides or offers to provide services the same as or similar to the type of services sold by you in and/or from the Franchisee Territory (including, but not limited to, the services we authorize), but excludes a Nora Mental Health business operating pursuant to a franchise agreement with us.

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of a Nora Mental Health business or the solicitation or offer of a Nora Mental Health franchise, whether now in existence or created in the future.

“*Franchisee*” means Nora Mental Health franchisee for which you are a manager or officer.

“*Franchisee Territory*” means the territory granted to you pursuant to a franchise agreement with us.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Nora Mental Health business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential Operations Manual for the operation of a Nora Mental Health business, which may be periodically modified by us.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Nora Mental Health business, including “Nora Mental Health,” and any other trademarks, service marks, or trade names that we designate for use by a Nora Mental Health business. The term “Marks” also includes any distinctive trade dress used to identify a Nora Mental Health business, whether now in existence or hereafter created.

“*Prohibited Activities*” means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or attempting to induce: (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position; or (b) any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

“*Restricted Period*” means the two-year period after you cease to be a manager or officer of Franchisee’s Nora Mental Health business; provided, however, that if a court of competent jurisdiction determines that Nora Mental Health
FDD Exhibit H

this period of time is too long to be enforceable, then the “Restricted Period” means the one-year period after you cease to be a manager or officer of Franchisee’s Nora Mental Health business.

“*Restricted Territory*” means the geographic area within: (i) a 25-mile radius from Franchisee’s Nora Mental Health business (and including the premises of the approved location or the geographical center of the territory of Franchisee); and (ii) a 25-mile radius from all other Nora Mental Health businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the “Restricted Territory” means the geographic area within a 15-mile radius from Franchisee’s Nora Mental Health business or geographical center of the territory (and including the premises of the approved location of Franchisee).

“*System*” means our system for the establishment, development, operation, and management of a Nora Mental Health business, including Know-how, proprietary programs and products, Manual, and operating system.

2. Background. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Know-How and Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than Nora Mental Health business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee’s Nora Mental Health business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee’s Nora Mental Health business by engaging in any Prohibited Activities.

5. Unfair Competition After Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. Immediate Family Members. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited

Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

8. Breach. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Nora Mental Health franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. Miscellaneous.

a. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This Agreement will be governed by, construed, and enforced under the laws of Delaware, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

[SIGNATURE PAGE FOLLOWS]

:: SIGNATURE PAGE TO THE SYSTEM PROTECTION AGREEMENT ::

IN WITNESS WHEREOF, this System Protection Agreement has been executed as of the date signed below.

EMPLOYEE:
[EMPLOYEE]

By:

Name:

Date:

EXHIBIT H-3

FRANCHISE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of Nora Mental Health, LLC, a Delaware Limited Liability Company, and its successors and assigns (“us”), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

“*Copyrights*” means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Nora Mental Health franchisees to use, sell, or display in connection with the marketing and/or operation of an Nora Mental Health Business, whether now in existence or created in the future.

“*Franchisee*” means Nora Mental Health franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

“*Nora Mental Health Business*” means a business that offers Outpatient Mental Health Care using our Intellectual Property.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Nora Mental Health Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential Operations Manual for the operation of a Nora Mental Health Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Nora Mental Health Business, including “Nora Mental Health” and any other trademarks, service marks, or trade names that we designate for use by a Nora Mental Health Business. The term “Marks” also includes any distinctive trade dress used to identify a Nora Mental Health Business, whether now in existence or hereafter created.

“*System*” means our system for the establishment, development, operation, and management of a Nora Mental Health Business, including Know-how, proprietary programs and products, confidential Operations Manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of Nora Mental Health Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you

Nora Mental Health
FDD Exhibit H

will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Nora Mental Health, LLC You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other Nora Mental Health franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

a. Although this Agreement is entered into in favor of Nora Mental Health, LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Delaware, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other
Nora Mental Health
FDD Exhibit H

section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

IN WITNESS WHEREOF, this Confidentiality Agreement has been executed as of the date signed below.

EMPLOYEE:

[EMPLOYEE]

By:

Name:

Date:

EXHIBIT H-4

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name

Business No.

Franchisee Mailing Address (street)

Franchisee Phone No.

Franchisee Mailing Address (city, state, zip)

Contact Name, Address and Phone number (if different from above)

Franchisee Fax No.

Franchisee Email Address

Bank Account Information:

Bank Name

Bank Mailing Address (street, city, state, zip)

Checking Savings

Bank Account No.

(check one)

Bank Routing No. (9 digits)

Bank Mailing Address (city, state, zip)

Bank Phone No.

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

[SIGNATURE PAGE FOLLOWS]

Authorization:

Franchisee hereby authorizes Nora Mental Health, LLC (“Franchisor”) to initiate debit entries to Franchisee’s account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee’s account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

FEIN: _____

EXHIBIT H-5

APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment (“Agreement”) is entered into this _____, between Nora Mental Health, LLC (“Franchisor”), _____ (“Former Franchisee”) and _____ (“New Franchisee”).

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____ (“Franchise Agreement”), in which Franchisor granted Former Franchisee the right to operate a Nora Mental Health franchise located at _____ (“Franchised Business”); and

WHEREAS, Former Franchisee desires to assign (“Requested Assignment”) the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement (“Franchisor’s Assignment Fee”).
2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee’s signing of a franchise agreement pursuant to Section 5 of this Agreement.
3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor’s Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Franchise Agreement.
4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee’s rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor’s current form of General Release Agreement.
5. New Franchise Agreement. New Franchisee shall execute Franchisor’s current form of Franchise Agreement and attachments for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a Nora Mental Health franchise as stated in Franchisor’s Franchise Disclosure Document.

6. Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.
7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new franchise agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee and shall not involve Franchisor.
8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.
9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.
10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.
11. Affiliates. When used in this Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1934.
12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

NORA MENTAL HEALTH, LLC

By:

Name:

Title:

Date:

FORMER FRANCHISEE:

[FORMER FRANCHISEE]

By:

Name:

Title:

Date:

NEW FRANCHISEE:

[NEW FRANCHISEE]

By:

Name:

Title:

Date:

EXHIBIT H-6

LEASE RIDER

THIS LEASE RIDER is entered into between the undersigned parties.

WHEREAS, Company and Franchisee are parties to a Franchise Agreement dated _____
(the "Franchise Agreement"); and

WHEREAS, the Franchise Agreement provides that Franchisee will operate a Nora Mental Health
("Business") at a location that Franchisee selects and Company accepts; and

WHEREAS, Franchisee and Landlord propose to enter into the lease to which this Rider is attached (the
"Lease"), pursuant to which Franchisee will occupy premises located at the address listed on the signature
page below (the "Premises") for the purpose of constructing and operating the Business in accordance with
the Franchise Agreement; and

WHEREAS, the Franchise Agreement provides that, as a condition to Company's authorizing Franchisee
to enter into the Lease, the parties must execute this Lease Rider;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth in this Rider
and in the Franchise Agreement, the receipt and sufficiency of which the parties acknowledge, the parties
agree as follows:

1. During the term of the Franchise Agreement, Franchisee will be permitted to use the Premises for the
operation of the Business and for no other purpose.
2. Subject to applicable zoning laws and deed restrictions and to prevailing community standards of
decency, Landlord consents to Franchisee's installation and use of such trademarks, service marks, signs,
decor items, color schemes, and related components of the Nora Mental Health system as Company may
from time to time prescribe for the Business.
3. Landlord agrees to furnish Company with copies of all letters and notices it sends to Franchisee
pertaining to the Lease and the Premises, at the same time it sends such letters and notices to Franchisee.
Notice shall be sent to Company by the method(s) as stated in the lease to:

Nora Mental Health, LLC
8 The Green, STE B
Dover, DE 19901
contact@noramentalhealth.com

4. Company will have the right, without being guilty of trespass or any other crime or tort, to enter the
Premises at any time or from time to time (i) to make any modification or alteration it considers necessary
to protect the Nora Mental Health system and marks, (ii) to cure any default under the Franchise Agreement
or under the Lease, or (iii) to remove the distinctive elements of the Nora Mental Health trade dress upon
the Franchise Agreement's expiration or termination. Neither Company nor Landlord will be responsible to
Franchisee for any damages Franchisee might sustain as a result of action Company takes in accordance
with this provision. Company will repair or reimburse Landlord for the cost of any damage to the Premises'
walls, floor or ceiling that result from Company's removal of trade dress items and other property from the
Premises.

5. Franchisee will be permitted to assign the Lease to Company or its designee upon the expiration or
termination of the Franchise Agreement. Landlord consents to such an assignment and agrees not to impose

any assignment fee or similar change, or to increase or accelerate rent under the Lease, in connection with such an assignment.

6. If Franchisee assigns the Lease to Company or its designee in accordance with the preceding paragraph, the assignee must assume all obligations of Franchisee under the Lease from and after the date of assignment, but will have no obligation to pay any delinquent rent or to cure any other default under the Lease that occurred or existed prior to the date of the assignment.

7. Franchisee may not assign the Lease or sublet the Premises without Company's prior written consent, and Landlord will not consent to an assignment or subletting by Franchisee without first verifying that Company has given its written consent to Franchisee's proposed assignment or subletting.

8. Landlord and Franchisee will not amend or modify the Lease in any manner that could materially affect any of the provisions or requirements of this Lease Rider without Company's prior written consent.

9. The provisions of this Lease Rider will supersede and control any conflicting provisions of the Lease.

10. Landlord acknowledges that Company is not a party to the Lease and will have no liability or responsibility under the Lease unless and until the Lease is assigned to, and assumed by, Company.

IN WITNESS WHEREOF, the parties have executed this Lease Rider on the date signed below:

COMPANY:

NORA MENTAL HEALTH, LLC

By:

Name:

Title:

Date:

FRANCHISEE:

[FRANCHISEE]

By:

Name:

Title:

Date:

LANDLORD:

[LANDLORD]

By:

Name:

Title:

Date:

Effective Date of this Lease Rider:

Premises Address:

EXHIBIT H-7

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (“Agreement”) is made effective as of _____ (“Effective Date”), by and between Nora Mental Health, LLC, a Delaware limited liability company (“Business Associate”), and the following covered entity, (or is a Business Associate to one or more Covered Entities or a Subcontractor to one or more Business Associates) pursuant to HIPAA (“Covered Entity”):

Name of Covered Entity:

Form of Covered Entity:

State of Formation of Covered Entity:

RECITALS

A. The parties are committed to complying with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 & 164, under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), as such regulations are currently drafted and as may be subsequently updated, amended, or revised (the “Regulations”);

B. The parties have entered or are contemplating entering into an agreement (the “Underlying Agreement”), whereby Business Associate provides certain services for or on behalf of the Covered Entity, under which Business Associate uses or may use and/or disclose Protected Health Information (as defined below) in its performance of the services described in the Underlying Agreement (the “Services”); and

C. In order to comply with HIPAA, Business Associate has agreed to enter into this Agreement with the Covered Entity, which sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of the Covered Entity is to be handled by Business Associate during the term of this Agreement and after its termination.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the mutual promises contained herein, and the mutual benefit to be gained by the performance hereof, it is hereby agreed as follows:

1. DEFINITIONS

1.1 “Breach” shall have the same meaning as the term “breach” as set forth in 42 U.S.C. § 17921, and as further amended in 45 C.F.R. § 164.402.

1.2 “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act that was adopted as part of the American Recovery and Reinvestment Act of 2009 and is considered an amendment to HIPAA.

1.3 “HITECH”, as used herein, shall mean the HITECH Act and its implementing regulations.

1.4 “Privacy Officer” shall mean the person who may be designated as the Privacy Officer by the Covered Entity from time to time.

1.5 “Protected Health Information” or “PHI” shall have the meaning set forth in its definition at 45 C.F.R. §160.103, except that for purposes of this Agreement, it shall be limited to information created by or received by Business Associate on behalf of the Covered Entity.

1.6 “Security Incident” shall have the meaning set forth in 45 C.F.R. § 164.304 of the Regulations.

1.7 “Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified in guidance issued in accordance with 45 C.F.R. § 164.402.

Capitalized terms used but not defined herein shall have the same meaning as those terms set forth in HIPAA, HITECH, or the Regulations.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

2.1 **Services.** Pursuant to the Underlying Agreement, Business Associate provides Services for or on behalf of the Covered Entity that involves or may involve the use and disclosure of Protected Health Information to Business Associate in connection with the Services. Except as otherwise specified herein, Business Associate may make any and all uses and disclosures of Protected Health Information necessary to perform the Services for or on behalf of the Covered Entity, provided that any such use or disclosure would not violate the Regulations if done by the Covered Entity. Moreover, Business Associate may disclose Protected Health Information for the purposes authorized by this Agreement only (a) to its employees, subcontractors, and agents, provided the requirements set forth in Section 3.1 are satisfied; (b) as directed by the Covered Entity, including disclosures to other business associates of the Covered Entity; (c) as Required by Law; or (d) as otherwise permitted by the terms of this Agreement including, but not limited to, Section 2.2(b).

2.2 **Business Activities of the Business Associate.** Unless otherwise limited herein, the Business Associate may:

- a. Use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under HIPAA, and any other applicable state and federal confidentiality laws; and
- b. Disclose Protected Health Information in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that: (1) the disclosures are Required by Law and allowable by HIPAA; or (2) Business Associate has entered into an agreement with any such third party that requires such third party to adhere with the same restrictions and obligations of the Business Associate under this Agreement with respect to Protected Health Information.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

3.1 **Responsibilities of Business Associate.** With regard to its use and/or disclosure of Protected Health Information, Business Associate shall:

- a. Use and/or disclose Protected Health Information only as permitted or required by this Agreement, or as Required by Law.
- b. Prevent the use or disclosure of PHI in a manner or for a purpose not permitted or required by this Agreement, and implement administrative, physical, and technical safeguards that will protect the confidentiality, integrity, and availability of Electronic Protected Health Information.
- c. Comply with the Regulations’ minimum necessary standard in 42 C.F.R. §164.502(b), in accordance with HITECH and applicable guidance from the U.S. Department of Health and Human Services, as and when effective.

d. Ensure that all of Business Associate's subcontractors and agents to whom it provides Protected Health Information under this Agreement agree in writing to (1) adhere to the same restrictions and conditions on the use and/or disclosure of Protected Health Information; and (2) to implement reasonable and appropriate safeguards to protect all Protected Health Information.

e. Report to the Privacy Officer, in writing, any use and/or disclosure of Protected Health Information that is not permitted or required by this Agreement, or any Security Incident, within five (5) business days of the Business Associate's becoming aware of such unauthorized use and/or disclosure, or the discovery of facts that indicate that such unauthorized use and/or disclosure may have occurred, or Security Incident, and notify Privacy Officer of a Breach of Unsecured PHI in accordance with Section 3.4.

f. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any use and/or disclosure of Protected Health Information that Business Associate is required to report to the Covered Entity under Section 3.4.

g. Make available all of Business Associate's internal practices, records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Health Information to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Covered Entity's compliance with the Regulations.

h. Make available all of Business Associate's internal practices, records, books, agreements, policies, and procedures relating to the use and/or disclosure of Protected Health Information to the Covered Entity for purposes of determining Business Associate's compliance with this Agreement.

i. Within five (5) business days of written notification from the Covered Entity, provide access to Protected Health Information in a Designated Record Set to the Covered Entity or provide such information directly to Individuals as requested by the Covered Entity in order for the Covered Entity to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall provide prompt written notice to Privacy Officer if it receives a request for access to PHI in a Designated Record Set directly from an Individual.

j. Within five (5) business days of receiving written request from the Covered Entity, make any amendment to Protected Health Information in a Designated Record Set requested by the Covered Entity pursuant to 45 C.F.R. § 164.526; provided, however, that the Covered Entity is permitted to make the determination that the amendment(s) is necessary pursuant to 45 C.F.R. § 164.526. Business Associate shall provide prompt written notice to Privacy Officer if it receives a request to amend PHI directly from an Individual.

k. Provide to the designated Privacy Officer of the Covered Entity, when requested, a written list of applicable disclosures made by Business Associate in order for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of the Individual's Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate shall provide prompt notice to Privacy Officer if it receives a request for an accounting of disclosures directly from an Individual.

3.2 Responsibilities of the Covered Entity. With regard to the use and/or disclosure of Protected Health Information by Business Associate, the Covered Entity shall:

a. **Notice of Privacy Practices.** Make available to Business Associate the most recent version of the Covered Entity's notice of privacy practices.

b. **Special Restrictions.** Notify Business Associate, in a timely manner, of any arrangements permitted or required of the Covered Entity that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by the Covered Entity.

3.3 **HITECH Provisions.** Business Associate hereby acknowledges and agrees that to the extent it is functioning as a business associate of the Covered Entity, Business Associate will comply with the provisions of this Agreement and with the obligations of a business associate as required by HIPAA and the HITECH Act commencing on the applicable effective date of each such provision. Business Associate and the Covered Entity further agree that the provisions of HIPAA and the HITECH Act that apply to business associates and that are required to be incorporated by reference in a business associate agreement are hereby incorporated into this Agreement as if set forth in this Agreement in their entirety and are effective as of the applicable effective date. Without limiting the preceding, the parties agree as follows:

a. **Security Regulations.** 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) apply to Business Associate in the same manner that such sections apply to the Covered Entity. The additional requirements of Section 13401 of the HITECH Act that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate as a business associate of the Covered Entity.

b. **Privacy Regulations.** Business Associate may use and disclose Protected Health Information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e). The additional requirements of Section 13404 of the HITECH Act that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate as a business associate of the Covered Entity.

3.4 **Notifications of Breach of Unsecured PHI.** Business Associate shall provide written notice to the Privacy Officer of any Breach of Unsecured PHI (“BA Breach”) within five (5) business days of Business Associate’s discovery of a BA Breach, or as otherwise Required by Law. This written notice (“Initial Notice”) shall contain the following: (a) a brief description of the breach, including the date of the breach and the date of the discovery, if known; (b) a description of the types of Unsecured PHI involved, including the number and identities of Individuals involved; (c) recommended steps that should be taken to protect Individuals from further harm; and (d) a brief description of steps Business Associate is taking and will take to mitigate harm.

Business Associate shall also provide the Covered Entity with other available information that the Covered Entity is required to include in notifications under 45 C.F.R. § 164.404 or other applicable law, and other relevant information reasonably requested by the Covered Entity, at the time of the Initial Notice or promptly thereafter as such information becomes available.

4. **TERM AND TERMINATION**

4.1 **Term.** This Agreement shall become effective on the Effective Date and shall continue in effect until the termination or expiration of the Underlying Agreement. In addition, certain provisions and requirements of this Agreement shall survive its expiration or termination in accordance with Section 5.1.

4.2 **Effect of Termination.** Upon the termination or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information, in a manner that ensures its nondisclosure, to the Covered Entity within ten (10) days unless a mutually agreed upon time has been determined, pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. If it is not feasible for Business Associate to return or destroy said Protected Health Information, Business Associate will notify the Covered Entity in writing. Such notification shall include: (a) a statement that Business Associate has

determined that it is infeasible to return or destroy the Protected Health Information in its possession; and (b) the specific reasons for such determination, which shall include record retention requirements. In addition, Business Associate shall extend any and all protections, limitations, and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

5. MISCELLANEOUS

5.1 **Survival.** The respective rights and obligations of Business Associate and the Covered Entity under Sections 2.1 and 3.1 solely with respect to Protected Health Information Business Associate retains in accordance with Section 4.2 because it is not feasible to return or destroy such Protected Health Information, shall survive termination or expiration of this Agreement. Further, Sections 4.2, 5.1, 5.2, 5.4, 5.5, 5.9, and 5.10 shall survive termination or expiration of this Agreement.

5.2 **Amendment.** Except as provided in Section 5.3, this Agreement may only be amended by a writing signed by the parties.

5.3 **Regulatory Amendment.** This Agreement shall be deemed automatically amended to the extent necessary to comply with changes in HIPAA, the Regulations, or HITECH.

5.4 **Non-Waiver.** The rights and remedies of the parties are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude any other or further exercise of such right or the exercise of any other right.

5.5 **No Third-Party Beneficiaries.** The Agreement confers no enforceable legal rights or remedies on any individuals or entities other than the parties unless otherwise provided.

5.6 **Notices.** Any notice or other communication provided for by this Agreement must be in accordance with the terms of the Underlying Agreement.

5.7 **Interpretation.** Any ambiguity in the Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with HIPAA, the Regulations, and HITECH.

5.8 **Governing Documents.** In the event of a conflict between any term or provision of this Agreement and the Underlying Agreement, this Agreement shall control to the extent that the subject matter of such conflict is the use or disclosure of PHI or Individual rights regarding PHI. If the subject matter of such conflict is not the use or disclosure of PHI or Individual rights regarding PHI, then the Underlying Agreement shall control.

5.9 **Governing Law, Dispute Resolution.** The Agreement will be governed by and interpreted under Delaware law. Notwithstanding anything to the contrary in Section 5.8 or otherwise, any dispute between the parties or any dispute arising directly or indirectly out of the Agreement will be addressed solely and exclusively in the manner set forth in the Underlying Agreement.

5.10 **Severability.** The Agreement must be interpreted in a way that if any provision is held invalid, the rest of the Agreement will remain in full affect unless the invalid provision would materially alter a party's interests or materially affect its ability to perform under the Agreement.

5.11 **Legal Compliance.** The Parties shall perform their respective duties and obligations under this Agreement in compliance with all applicable law, including, but not limited to, HIPAA, the HITECH Act, and Regulations promulgated thereunder. Any reference to a statute in this Agreement shall be deemed to be including its implementing regulations. Any reference to a statute or regulation in this Agreement

means that statute or regulation as amended or supplemented from time to time and any corresponding provisions of successor statutes or regulations unless context requires otherwise.

5.12 **Signatures and Counterparts.** The Agreement may be executed by any form of signature authorized by law, including, without limitation, by electronic confirmation, process, or transmission. Each counterpart will be deemed an original copy of the Agreement and, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

BUSINESS ASSOCIATE:
NORA MENTAL HEALTH, LLC

By:
Name:
Title:
Date:

COVERED ENTITY:
[FRANCHISEE ENTITY]

By:
Name:
Title:
Date:

EXHIBIT I
STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
CALIFORNIA	NOT REGISTERED
HAWAII	NOT REGISTERED
ILLINOIS	Application Pending
INDIANA	October 31, 2024
MARYLAND	Application Pending
MICHIGAN	February 1, 2023
MINNESOTA	Application Pending
NEW YORK	NOT REGISTERED
NORTH DAKOTA	NOT REGISTERED
RHODE ISLAND	NOT REGISTERED
SOUTH DAKOTA	NOT REGISTERED
VIRGINIA	Application Pending
WASHINGTON	Application Pending
WISCONSIN	January 3, 2023

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Nora Mental Health, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Nora Mental Health, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency.

This franchise is being offered by the following seller(s) at the principal business address and phone number listed below (check all that have been involved in the sales process):

Kelly Farley; 8 The Green, STE B, Dover, DE 19901; (434) 770-0230

Franchise Brokers, Consultants, or Franchise Development Company Representatives (if any):

Name:

Address:

Phone:

Issuance Date: August 1, 2024

I received a Disclosure Document that included the following Exhibits:

- A. Franchise Agreement
- B. Development Agreement
- C. Financial Statements
- D. List of Current and Former Franchisees
- E. List of State Administrators and Agents for Service of Process
- F. Managed Services Agreement
- G. State Specific Addenda and Riders
- H. Contracts for Use in the System
- I. State Effective Dates
Receipts

Signature:

Print Name:

Date Received:

PLEASE SIGN AND KEEP THIS COPY FOR YOUR RECORDS.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Nora Mental Health, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Nora Mental Health, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency.

This franchise is being offered by the following seller(s) at the principal business address and phone number listed below (check all that have been involved in the sales process):

Kelly Farley; 8 The Green, STE B, Dover, DE 19901; (434) 770-0230

Franchise Brokers, Consultants, or Franchise Development Company Representatives (if any):

Name:

Address:

Phone:

Issuance Date: August 1, 2024

I received a Disclosure Document that included the following Exhibits:

- A. Franchise Agreement
- B. Development Agreement
- C. Financial Statements
- D. List of Current and Former Franchisees
- E. List of State Administrators and Agents for Service of Process
- F. Managed Services Agreement
- G. State Specific Addenda and Riders
- H. Contracts for Use in the System
- I. State Effective Dates
Receipts

Signature:

Print Name:

Date Received:

RETURN THIS COPY TO US:

Nora Mental Health, LLC
c/o Kelly Farley
kelly@noramentalhealth.com

Nora Mental Health
FDD Receipts