

## FRANCHISE DISCLOSURE DOCUMENT



Relive Franchising LLC  
a Florida limited liability  
company 838 SW Federal  
Highway  
Stuart, Florida 34994  
(772) 631-7266

This disclosure describes a franchise for a community medical Health Center that specializes in providing various anti-aging options to include Hormone Optimization Therapy, various IV vitamin infusions, Vitamin booster shots, Ozone Therapy, various Med Spa services, medical aesthetics and other such options that promote a healthy lifestyle.

The total investment necessary to begin such an operation of a Relive Health Center ranges from \$501,250 to \$1,052,542. This includes \$75,000 that must be paid to the franchisor or its affiliate(s).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read the 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 document.**

You may wish to receive your disclosure in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Margaret Lai, Esq., Relive HQ, 838 SW Federal Highway, Stuart, Florida 34994, email: [margaret.lai@relivehealth.com](mailto:margaret.lai@relivehealth.com).

The terms of the franchise agreement will govern your franchise relationship. Do not rely on the disclosure document alone to understand your franchise agreement. Read your franchise agreement carefully. Utilize an advisor, such as an accountant or attorney, to assist in the review process.

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 the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 29, 2024, amended September 13, 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
<b>How much can I earn?</b>	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 Item 20 or Attachment G.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Attachment D includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Relive Health Center in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a Relive franchisee?</b>	Item 20 or Attachment G list current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 Need To Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**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.

**Supplier restrictions.** You may have to buy or lease items from the 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.

**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.

**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.

**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 to continue operating your franchise business.

**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 A.

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 Florida, where the franchisor's principal place of business is located. 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 Florida than in your own state.
2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Mandatory Minimum Payments**. You must make minimum advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
5. **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.
6. **Unopened Franchises**. The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

**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 document relating to a franchise:

- (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 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 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.
- (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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor 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 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.**

Any questions regarding this notice should be directed to:

State of Michigan  
Department of Attorney General  
CONSUMER PROTECTION DIVISION  
Attention: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48913  
Telephone Number: (517) 373-7117

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- EXHIBIT B: Agencies/Agents for Service of Process
- EXHIBIT C: Operations Manual Table of Contents
- EXHIBIT D: Financial Statements of Relive Franchising LLC
- EXHIBIT E: State-Specific FDD and Agreement Addenda
- EXHIBIT F: Non-Disclosure Agreement
- EXHIBIT G: Outlets as of December 31, 2023
- EXHIBIT H: HIPAA Business Associate Agreement
- EXHIBIT I: Franchisee Acknowledgement Statement
- EXHIBIT J: List of Area Representatives

## ITEM 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, “we,” “us” and “the Company” mean Relive Franchising LLC - the franchisor. “You” means the person who buys a Relive Health Center franchise - the franchisee, and includes your partners if you are a partnership, your shareholders if you are a corporation, and your members if you are a limited liability company.

For purposes of this Disclosure Document, a “Health Center” refers to any health center that we authorize to operate under our Marks and use our System (as such terms are defined below), including any Health Center operated by us, our affiliate, you, or another franchisee.

### The Franchisor

Relive Franchising LLC is a limited liability company that was previously named R3VIVE FRANCHISE LLC, which was organized on April 17, 2020 in the State of Florida. We filed Articles of Amendment to Articles of Organization of R3VIVE FRANCHISE LLC with the State of Florida on April 5, 2023 changing our name to Relive Franchising LLC. We are the franchisor of the franchise program described in this franchise disclosure document. We began franchising under the name R3VIVE FRANCHISE LLC on April 23, 2020. Our principal office is located at 838 SW Federal Highway, Stuart, Florida 34994. We conduct business under the name and mark “Relive Health and Relive.” We do not do business under any other name.

We have also offered franchises for Area Representative Businesses since April 23, 2020. As of December 31, 2023, there are 2 open franchise for Area Representative Businesses, and 15 franchises for Area Representative Businesses have been sold but are not yet opened. The franchisee that is granted the right to operate an Area Representative Business is referred to as an “Area Representative.” Note that the term “Area Representative” as used in this Disclosure Document has the same definition and meaning as an “Area Representative” under the NASAA Multi-Unit Commentary adopted in September 2014. Area Representative Businesses are offered under a separate disclosure document.

Area Representatives have a continuing right to solicit potential purchasers for franchises in a defined territory. Area Representatives also provide development and ongoing franchise support services to the franchises within a defined territory. However, Area Representatives do not have any management responsibility relating to the sale or operation of franchises. Depending on your area, you may have an existing Area Representative that assists us with your Health Center. If your Health Center is located in an area where we have an Area Representative, the Area Representative will provide, on our behalf, certain franchise sales and support services to you.

Our affiliate, Pro Performance Anti Aging and Pharmaceutical Supplementation LLC opened the first Health Center in Stuart, FL in 2017. Affiliated entities currently own and operate two of the businesses of the type being franchised. We are not in any line of business other than the sale of the type of franchise offered under this franchise disclosure document and Area Representative Businesses. Attachment B lists the Agents for Service of Process in various states where the Agents are required.

The franchise being offered is a franchise for a community medical health center that specializes in providing various anti-aging options to include Hormone Optimization Therapy, various Vitamin IV infusions, Vitamin booster shots, various Med Spa services and medical aesthetics and other such options that promote a healthy lifestyle. The market for the services offered by the Health Centers, as defined in this Disclosure Document, is an emerging market that is competitive with other types of facilities promoting a healthy lifestyle.

We operate and grant licenses for the operation of Relive Health Centers (the “Health Centers”). The Health

Centers feature various services in the support of anti-aging, to include vitamin IV infusions/hydration, vitamin booster shots, Hormone Optimization, stem cell therapy, Med Spa services, and medical aesthetics (collectively, the “Products”). We started selling franchises as of the date of issuance of this disclosure document. You must operate your Health Center(s) under our business and operating procedures which are described in our operational documentation (the “Manuals”). You (individuals, partnerships, limited liability companies, corporations, and the owners of partnerships, limited liability companies, and corporations will be referred to as “you”) must also operate your Health Center(s) under our trademarks, service marks, and trade dress, including an associated logo and such other trademarks, service marks, and trade dress which we may adopt (the “Marks”) and our distinctive image, designs, business formats, methods, equipment, procedures, and specifications (the “System”).

#### Our Parents

We do not have any parents.

#### Our Predecessors

We do not have any predecessors.

#### Our Affiliates

Our affiliate Driply Marketing Group LLC (“DMG”) is the exclusive supplier of HIPAA-compliant lead management CRM software (“Driply”) purchased by our franchisees. DMG has never offered franchises in this or any other line of business. DMG has never operated a Relive Health Center. DMG’s principal business address is 760 NW Enterprise Drive, Port St. Lucie, Florida 34986.

Our affiliate Revive MD Supplement Company, LLC (“Revive MD”) is a Florida limited liability company with a principal business address of 760 NW Enterprise Drive, Port St. Lucie, Florida 34986. Revive MD is the exclusive supplier of nutritional supplements purchased by our franchisees. Revive MD has not offered franchises in this our any other line of business previously.

#### Health Center Franchise Rights

If approved by us, you can sign a franchise agreement (“Franchise Agreement”) for the establishment and operation of a Health Center at a specified location using the System and the Marks. Your Health Center may be newly constructed or a conversion facility, and typically will be in a shopping center.

In addition to offering the right to establish and operate a Health Center, we also offer to persons who own or will own at least one Franchised Health Center and meet our qualifications and who are willing to undertake the investment and effort, the right to operate an area representative business (“AR Business”) in a territory that we designate through an area representative agreement with us. We offer the right to operate an AR Business under our Area Representative Franchise Disclosure Document.

#### Competition

You can expect to compete with other anti-aging health centers, Hormone Optimization Therapy health centers, IV hydration facilities, Med Spas, plastic surgeons who offer aesthetics, and wellness centers that promote a healthy lifestyle.

#### Industry-Specific Laws and Regulations

Owning and operating a Relive Health Center will require compliance with all local, state, and federal

regulation related to administering controlled substances as a part of Hormone Optimization, vitamin IV infusions, Ozone Therapy, vitamin booster shots, Med spa services, and medical aesthetics as well as other services determined by us. These services require medically qualified personnel as well as certifications. There are corporate practice of medicine requirements in the following states: Arizona, Arkansas, California, Colorado, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Washington, and West Virginia. A management company will need to be created to possess ownership. In adherence to the Corporate Practice of Medicine Doctrine, a Relive Health Center cannot directly engage in the practice of medicine. This legal principle generally prohibits corporations from practicing medicine or employing physicians to provide professional medical services. Therefore, it is mandatory that an unlicensed franchisee under our model must contract with a Professional Medical Corporation (“PC”) to ensure the delivery of all medical services and products offered by the franchised business. The franchisee shall enter into a management agreement with a duly licensed and qualified PC, wherein the PC shall solely govern and oversee all medical decision-making and services, maintaining compliance with applicable laws and regulations. Consult with your attorney to begin the process required as well as become familiar with the additional expense. All Relive locations will require oversight from a “Medical Director” with an MD or DO status, if not owned by a doctor. Medical Directors are required to visit the Health Center and perform random audits of patients to ensure compliance to local, state, and federal regulations. Additionally, you must comply with the local, state, and federal laws that apply to your operations, including health, sanitation, no smoking, EEOC, OSHA, discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act requires readily accessible accommodations for disabled people, and, therefore, may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, and the like. You must also obtain real estate permits, licenses, and operational licenses. You should consult with your attorney concerning these and other local laws and ordinances that may affect your Health Center operations.

With respect to the Federal Anti-Kickback Statute, no remuneration may be exchanged with the intention of inducing or rewarding referrals of business payable under a federal health care program between the franchisor and franchisee, and if applicable, between franchisee and a PC. Further, many states prohibit physicians or medical corporations from dividing fees for professional services with non-professional entities (like a franchise), which may impact the financial arrangements permissible under a management agreement between the franchisee and the PC. The flow of payments, particularly those relating to the sharing of fees derived from medical services, must be structured in a manner that unequivocally complies with state-specific laws and does not entail prohibited fee-splitting or percentage-based compensation arrangements. Further, safeguards should be emplaced to ensure that financial relationships and arrangements do not unduly influence medical judgement, ensuring that patient care remains paramount and uninfluenced by financial considerations. We encourage all parties to engage legal counsel to formulate and review all agreements, ensuring compliance with all applicable federal and state laws.

Your Relive Health Center is not mandated to enroll in state and/or federal reimbursement programs, including, but not limited to, Medicaid and Medicare. If you do not enroll in these or similar programs, you will not be eligible for reimbursement from these governmental programs for any medical services or products provided. Similarly, the Franchisor will not enroll as a provider with Medicare and will not submit claims to Medicare for reimbursement for any services or products rendered under the franchise model.

Your Relive Health Center may be treated as a Covered Entity pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a Covered Entity, the franchised business would be subjected to the regulatory standards imposed by HIPAA to safeguard the privacy and security of Protected Health Information (PHI). Franchisees will be required to implement comprehensive policies and procedures to ensure the confidentiality, integrity, and availability of PHI, and to provide individuals with specific rights regarding their health information, in alignment with HIPAA’s Privacy Rule. Furthermore, should the franchised business, in its operation, engage a business associate to conduct activities or functions on its behalf that involve the use or disclosure of PHI, it may be necessary to execute a written business associate agreement. This agreement must distinctly stipulate the responsibilities and functions to be undertaken by the business associate and obligates the latter to safeguard the PHI in compliance with HIPAA’s Security and Privacy Rules. Franchisees must assure oversight and compliance management concerning all interactions and data exchanges involving PHI to ascertain adherence to all applicable legal and regulatory mandates under HIPAA.

## **ITEM 2 BUSINESS EXPERIENCE**

### **Founder: Domenic Iacovone**

Mr. Iacovone is the founder of Relive and has been the President of Relive and its affiliated entities since June 2016. Additionally, he founded and developed and has been President of the associated companies Revive MD Supplement Company LLC (“Revive MD”) in Stuart, FL since August 2019 and Raw Sport Supplement Company LLC in Port St. Lucie, FL since in May 2020.

### **Partner: Jerome Kern**

Mr. Kern has been a Partner of Relive since June 2022. Since 2010, he has been a Partner and Founder of Orangetheory Fitness in Ft. Lauderdale, Florida.

### **Acting Chief Financial Officer: Gregory Hedger**

Mr. Hedger is acting Chief Financial Officer through Grassi Franchise Services LLC, where he has been employed as Accountant since July 2011 in Ronkonkoma, New York.

### **Chief Executive Officer: Gina Iacovone**

Ms. Iacovone has been our Chief Executive Officer since September 2022. Ms. Iacovone was our Operations Consultant from January 2020 to August 2022. From October 1984 to February 2020, Ms. Iacovone was with BJ Wholesale, with her final role prior to leaving the company being Senior Vice-President of Field Operations.

### **Chief of Operations: Kameron Harris**

Mr. Harris has been Chief of Operations since May 2021. From January 2019 to May 2021, he held the position of Operations Director for the Stuart, FL location. From May 2017 to January 2019, Mr. Harris worked as a Patient Coordinator at our first-ever established Health Center in Stuart, FL.

### **Chief Legal Officer: Margaret Lai**

Ms. Lai has been our Chief Legal Officer since February 2023. Prior to becoming Chief Legal Officer, she represented corporate clients in commercial litigation and arbitration and advised them on transactional and franchising issues. From January 2019 to January 2023, Ms. Lai was an attorney at Rodriguez-Albizu Law in Stuart, FL. Prior to that, she was an associate with Zarco Einhorn Salkowski and Brito (now Zarco Einhorn Salkowski) from September 2017 to December 2018 in Miami, FL, and Black Srebnick Kornspan and Stumpf from November 2010 to August 2017 in Miami, FL.

### **Franchise Sales: Manny Ceara**

Mr. Ceara has been leading our franchise sales team since November 2022. Prior to this, Mr. Ceara was Senior Director of Sales + Operations for Orangetheory Fitness Corporate from September 2016 to October 2019 and Managing Partner of Orangetheory Fitness Palm Beach Five from October 2019 to September 2022.

Unless otherwise indicated, we are located in Stuart, Florida.

## **ITEM 3 LITIGATION**

### **Concluded Litigation**

Consent Order – *In the Matter of Relive Franchising, LLC*, Case No. 2023 -0339 (Securities Division Office of the Attorney General Of Maryland), entered into March 26, 2024.

To address Relive Franchising, LLC’s (“Relive”) possible violation of the Maryland Franchise Registration and Disclosure Law (the “Maryland Franchise Law”), Relive reached out to the Securities Division Office of the Attorney General of Maryland (the “Securities Division”) to self-report its sale of a unit franchise and area representative franchise in the State of Maryland at the time that it was not registered with that office. As a consequence to the foregoing, the Securities Division requested that Relive voluntarily enter into a Consent Order, which Relive did on March 26, 2024. Relive neither admitted nor denied the findings of fact and conclusions of law set forth in the Consent Order. Pursuant to the terms of the Consent Order, Relive (i) paid a civil monetary penalty in the amount of \$7,500 and (ii) notified its Maryland area representative that it may have a private right of action under the Maryland Franchise Law because Relive sold it an unregistered area representative franchise.

*In the matter of Determining Whether there has been a violation of Minn. Stat § 80C (2022)*, File No. 80279.

On March 26, 2024, without trial or final adjudication of any issue of fact or law, and without admitting any violation of law, Relive Franchising, LLC voluntarily entered into a Civil Penalty and Agreement with the Minnesota Commerce Department (the “Department”) to settle the Department’s claims that Relive violated Minn. Stat § 80C (2022) by engaging in the sale of franchises at a time when a Disclosure Document was not effectively registered in the State. Under the Civil Penalty and Agreement, Relive agreed to (i) comply with Minn. Stat § 80C (2022), (ii) to offer rescission of their agreements to a franchisee, who is a resident of Minnesota, and (3) to pay monetary relief to Minnesota in the amount of \$1,000 in investigative costs.

*DJI Consulting LLC et al. v. Fit Medical Management, Inc.*, Case No. 2023-cv-14098-DMM (S.D. Fla.); *Fit Medical Management, Inc. v. DJI Consulting LLC et al.*, Case No. 23000861CAXMX (Circuit Court of the Nineteenth Judicial Circuit, Martin County, FL)

On April 8, 2023, Relive Franchising LLC (“Relive”), along with DJI Consulting LLC (“DJI”), which used to hold the R3VIVE Service Mark previously in use by the R3VIVE franchise brand, filed suit against the operators of a formerly corporate-owned location, Fit Medical Management, Inc. (“FMM”). FMM had entered into an agreement with DJI to operate a location in Jericho, NY, under the R3VIVE brand agreeing to follow in strict conformity with the R3VIVE System. Despite receiving numerous correspondence from DJI and R3VIVE Franchise LLC about multiple egregious defaults that jeopardized the System and the brand, FMM refused to correct its defaults. As a result, consistent with the terms of the agreement, DJI terminated the agreement. Despite termination, FMM continued to operate the location in Jericho, NY, and continued to use the R3VIVE Service Mark in violation of the terms of the agreement. Prior to filing suit, Relive and DJI attempted in good faith to find a reasonable resolution to the situation however FMM would not engage in meaningful negotiations. Instead, FMM refused to acknowledge the defaults, claimed it was an accidental franchisee, and demanded an unsubstantiated sum of money. DJI has sued FMM for the following: Count I – Breach of Contract (DJI v. FMM); Count II – Service Mark Infringement (Relive v. FMM); and Count III – Common Law Trademark Infringement (Relive v. FMM).

After Relive and DJI filed suit, FMM filed suit against DJI, Relive, along with Samantha Iacovone and Domenic Iacovone, with FMM’s claims stemming from the same relationship that is the basis of Relive and DJI’s lawsuit. FMM claimed that it was an accidental franchisee of R3VIVE Franchise LLC (which changed its name in April of 2023 to Relive Franchising LLC). FMM sued for the following: Count I – Violation of New York Franchise Sales Act – Disclosure Violations (FMM v. all defendants); Count II – Violation of New York Franchise Sales Act – Financial Performance Representations (FMM v. all defendants); Count III – Violation of New York Franchise Sales Act – Fraudulent Representation (FMM v. all defendants); Count IV – Violation of the Florida Franchise Act (FMM v. DJI and Relive); Count V – Violation of Florida’s Deceptive and Unfair Trade Practices Act (FMM v. DJI and Relive); Count VI – Fraudulent Inducement (FMM v. DJI and Relive); Count VII – Negligent Misrepresentation (FMM v. DJI and Relive); Count VIII – Breach of Contract (FMM v. DJI and Relive); and Count IX – Breach of Covenant of Good Faith and Fair Dealing (FMM v. DJI and Relive). On July 30, 2023, after Relive filed a Motion to Dismiss arguing, among other things, that FMM did not have a basis for its claims against Relive, FMM filed its First Amended Answer, Affirmative Defenses, and Counterclaims dropping Relive as a Defendant.

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On November 20, 2023, DJI, Relive, Samantha Iacovone and Domenic Iacovone (collectively, the “DJI Parties”), and FMM reached a resolution through a confidential settlement agreement and release. Under this agreement, FMM consented to never divulge or utilize any proprietary techniques or methods belonging to the DJI Parties. Additionally, in line with principles of rescission, DJI agreed to compensate FMM with a sum of \$375,000. This amount reflects an effort to restore FMM financially. Concurrent with this settlement, on November 20, 2023, all parties filed a joint stipulation for dismissal of all related actions, with prejudice, thereby concluding their legal disputes.

Except for the action described above, there is no litigation that must be disclosed in this Item.

**ITEM 4 BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Item.

**ITEM 5 INITIAL FEES**

When you sign the Franchise Agreement, you must pay us an initial franchise fee of \$75,000. The franchise fee is non-refundable.

During our last fiscal year, we collected one discounted initial franchise fee of \$50,000 from a franchisee who is a multi-unit operator. All other franchise agreements that were signed in 2023 were also signed in conjunction with the execution of an area representative agreement. When franchisees and area representatives sign area representative agreements with us, as part of the fee they pay set forth in the area representative agreement, they are purchasing the license for the pilot Health Center in their territory.

**ITEM 6 OTHER FEES**

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Royalty	6.0% of monthly Gross Sales	15th day of each month on Gross Sales for the prior month	Payable to us. “Gross Sales” means the aggregate amount of all sales of products and services rendered in connection with the Health Center except taxes, customer refunds, and promotional discounts. We may debit your bank account for Royalty Fees due. <sup>6</sup>
<u>Total Marketing Obligation<sup>2</sup></u> National Marketing Fund Contribution Regional Marketing Fund Contribution <sup>3</sup> Regional Co-op Fee <sup>3</sup> Local Health Center Marketing <sup>4</sup>	The greater of	Same as royalty fees (National Marketing Fund Contribution and Regional Marketing Fund Contribution)  As determined by Co-op (Regional Co-op Fee)	Your total marketing obligation and our marketing funds are further described in Item 11.  See Note 3 for additional details.  In lieu of a Regional Marketing Fund, a Regional Co-op may be established. The amount of and the payment terms for the Regional Co-op Fee will be determined by the Co-op. There are no co-ops in place at this time.

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
	\$7,000 per month or 7% of monthly Gross Sales divided among the (1) National Marketing Fund (up to 4% of monthly Gross Sales—not currently collected), (2) any Regional Marketing Fund (amount we determine, not to exceed 3% of monthly Gross Sales—not currently collected) or any Regional Co-op (amount determined by the Co-op), and (3) Local Health Center Marketing (currently the greater of \$7,000 per month or 7% of Gross Sales)	As incurred (Local Health Center Marketing)	The amounts due for Local Health Center Marketing are payable to appropriate vendors at their specified rate.
Transfer	\$10,000	On or before date of transfer	Payable to us.
Audit by Franchisor	Cost of audit	As incurred	Payable to us. Payable if audit reveals understatement of 2% or more
Interest on Overdue Payments	Lesser of 1.5% per month, or maximum rate permitted by law	As incurred	Payable to us. Payable on overdue amounts after 10 days
Insurance	Costs and premiums	On demand	Payable to us; you must reimburse us if, upon your failure to obtain or maintain insurance coverage, we choose to obtain insurance coverage on your behalf
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable to us. Payable upon your failure to comply with the Franchise Agreement
Indemnification <sup>5</sup>	Will vary under circumstances	As incurred	Payable to us. You must reimburse us if we are held liable for claims arising from your operation of your Health Center

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
Non-compliance Fee	\$1,000 for second violation in 12-month period; \$2,000 for third and \$4,000 for fourth violation	As incurred	If, after we notify you, you fail to comply with the System standards, we may charge you a fee.
Driply CRM Software <sup>6</sup>	Then-current fee (currently \$497, plus \$0.039 per text and \$0.0034 per email)	As incurred	Payable to our affiliate, Driply Marketing Group LLC (“DMG”), for the HIPAA-compliant lead management CRM designed exclusively for Relive Health Centers. This fee is assessed on a per-location basis.
Technology Fee <sup>7</sup>	\$860.51-\$2,440.59 per month	Monthly	Payable to us.
Annual Education Day	Up to \$500	As incurred	Payable to us for your registration fee associated with our Annual Education Day.

**NOTES**

<sup>1</sup> General. Unless otherwise noted, all fees are imposed by and payable to us and are non-refundable. In general, all fees are uniformly imposed on our franchisees, but in certain unique circumstances, we may reduce or waive a fee for a particular franchisee for a limited time and for isolated circumstances.

<sup>2</sup> Marketing fees are currently paid to a third-party marketing company. We have the right, following written notice to you, to re-allocate your total marketing contribution among the National Marketing Fund Contribution, the Regional Marketing Fund Contribution (or any Regional Co-op Fee) or Local Health Center Marketing.

<sup>3</sup> We have the right, in our sole discretion, to establish a Regional Marketing Fund or a Regional Co-op in the geographic area that covers your Health Center to which you will be required to contribute. If a Regional Co-op is established, that Co-op will determine the contribution rates for the Health Centers in that Co-op. The Co-op may increase the contribution rate to an amount that will cause your Total Marketing Expenditure to exceed 7% of Gross Sales. Each franchisee-owned Health Center will have one vote for each Health Center. Each company-owned Health Center will have one vote for each company-owned Health Center operated in the geographic area covered by a Regional Co-op. If the company-owned Health Centers have controlling voting power, the minimum fees may be as low as 0% of Gross Sales and the maximum fees will not exceed the greater of \$7,000 per month or 7% of Gross Sales.

<sup>4</sup> If you are required to contribute (and you actually contribute) to a Regional Marketing Fund or Regional Co-op, your Local Health Center Marketing obligation will be reduced by the amount of that contribution so that the Total Marketing Obligation is never more than the greater of \$7,000 per month or 7% of Gross Sales.

<sup>5</sup> We may debit your bank account monthly. If you fail to report Gross Sales, we may estimate Gross Sales for such period using our Salesforce platform and/or reporting from the cash register system and debit your account accordingly. We will apply any overpayment against the next period's Royalty and Advertising Fund contributions. Any deficiency will be debited against your account. If for any reason your account cannot be debited, you must submit payments by check on or before the due date. You must indemnify and hold us harmless from all damages, losses, costs, and expenses resulting from any dishonored debit on your account unless caused by our negligence or mistake.

<sup>6</sup> Payable to our affiliate, DMG, for the HIPAA-compliant lead management CRM designed exclusively for Relive Health Centers. This fee is assessed on a per location basis. You must also pay an SMS fee of \$0.039 per 160-character segment and an email fee of \$0.0034 per 160-character segment for texting and email usage through Driply. You may also purchase an optional management service for personalized support for an additional \$249 per month.

<sup>7</sup> This varies based on the number of employees. Certain licenses have pricing based on the type of access needed.

## ITEM 7 ESTIMATED INITIAL INVESTMENT

### YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Franchise Fee <sup>1</sup>	\$75,000	Wire Transfer or Check	Upon signing the Franchise Agreement	Us
Real Estate/Rent <sup>2</sup>	\$3,250 - \$13,542	As Arranged	Before Beginning Operations	Lessor
Leasehold Improvements <sup>3</sup>	\$150,000 - \$450,000	As Arranged	Before Beginning Operations	Third Parties, Contractors
Furniture, Fixtures and Equipment <sup>4</sup>	\$75,000 - \$150,000	As Arranged	Before Beginning Operations	Designated suppliers
Opening Advertising <sup>5</sup>	\$10,000 - \$20,000	As Arranged	Before and After Beginning Operations	Designated suppliers
Initial Training <sup>6</sup>	\$10,000 - \$50,000	As Arranged	Before Beginning Operations	Your employees, transportation, food and lodging
Start-up Supplies and Inventory <sup>7</sup>	\$40,000 - \$60,000	As Arranged	Before Beginning Operations	Third Party Suppliers
Utility Deposits <sup>8</sup>	\$1,000 - \$2,000	As Arranged	Before Beginning Operations	Utilities
Business Licenses <sup>9</sup>	\$1,000 -	Lump Sum	Before Beginning	Governmental authorities

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
	\$2,000		Operations	
Legal & Accounting <sup>10</sup>	\$5,000 – \$25,000	As Arranged	Before and After Beginning Operations	Attorney, Accountant
Insurance <sup>11</sup>	\$1,000 - \$5,000	As Arranged	Before Beginning Operations	Third Parties
Signage <sup>12</sup>	\$10,000 - \$20,000	As Arranged	Before Beginning Operations	Third-Party Signage Company
Additional Funds (Initial Period – 3 months) <sup>13</sup>	\$120,000 - \$180,000	As Arranged	As Necessary	Various
<b>TOTAL<sup>14</sup></b>	<b>\$501,250 - \$1,052,542</b>			

Costs paid to us are non-refundable. Whether any costs paid to third parties are refundable will vary based on the practice in the area where your Franchised Health Center is located. As noted in Item 10, we do not offer direct or indirect financing to you for any part of the initial investment. The amounts in these charts are our reasonable estimate of your costs. The actual amounts you incur may be higher, however, if particular circumstances apply to the location of your Health Center or to your region of the country. We calculate the initial phase of business to be 3 months. We relied upon our collective experience in the opening and operation of Health Centers when preparing these figures.

#### NOTES

(1) The initial franchise fee is set and is non-refundable unless you do not find a site within 120 days.

(2) You must lease or otherwise provide a suitable facility for the operation of your Health Center. Typically, a Health Center will range in size from 1,400 to 2,500 square feet. The specific cost is difficult to determine due to differences in size and cost based on market/location of the Health Center. We will support the decision based on our experience.

(3) If you need to convert an existing facility into a Health Center, the costs to do so will depend upon the existing layout of the space, or if it is a new build-out. The conversion, construction, and/or build-out must be performed in accordance with our standards and specifications. These improvements may include wiring, flooring, sheetrock, plumbing, paint, HVAC, IT specs, lighting, and items. This estimate includes the cost of an architect. You may be able to obtain a leasehold allowance from the landlord covering a portion of the costs of construction of the leasehold improvements. Any allowance will be negotiated between you and the landlord. If you can obtain an allowance or benefit, it should reduce your cost to acquire, build-out, and lease the space. The figures in the chart are based on our experience. If you can lease an office space already built-out and accommodate the services, the chart costs may be less. These situations are site-specific and highly dependent on the market and

the availability of materials, among other considerations; and we cannot estimate all costs. You should evaluate specific costs to the site you may be considering and be aware of landlord expectations.

(4) You must purchase or lease and install fixtures, equipment, desks, chairs, computers, waiting room furniture, POS system and software licenses, phone system, and decor needed to operate your Health Center to specified standards. The assortment and quantity of the furniture may vary depending upon the size of your Health Center. Chairs will include examination chairs, infusion chairs for the IV lounge, and chairs for desks and offices and the waiting room. Also included are computers for the front desk, the nurse's station, the office for Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA), the office for patient coordinator and Director of the health center, as well as iPads for consultations and patient intake. The equipment needs will include, but are not limited to, HydraFacial, ozone machine, InBody, Visia, and approved laser equipment. In the event that you lease equipment, this figure includes the estimated monthly lease cost and initial down payment.

(5) A pre and post opening marketing campaign has been developed with a marketing company. The plan is specific and must be followed to support brand awareness. Payment and contracts are with the marketing company directly. Part of the grand opening celebration includes services offered at a reduced rate, giving away t-shirts with the Relive logo, and food and beverage. The cost listed is an estimated cost based on costs of product and expected turnout from previous openings.

(6) The cost of initial training for the office staff is covered in the franchise fee, with the exception of transportation, meals, lodging, and payroll of the trainees for both franchisee training and staff training. Training will be completed at the Stuart, Florida location unless otherwise agreed upon. The estimate training expenses for up to 6 people to attend training. The actual cost of the training will depend upon the number of employees being trained and their level of experience performing specific functions. An experienced employee will be available to be on site during the opening of your Health Center and will be at your cost. Additional training information is listed in Item 11.

(7) You will be required to purchase an initial supply of inventory in order to offer your services. A complete list along with supplier information will be provided.

(8) If you are a new customer of your local utilities, you will sometimes be required to pay a deposit to connect services such as electric, telephone, gas, and water. The amount of the deposit will vary, and you should contact the local utility departments to determine.

(9) State and local government agencies typically charge fees for operating licenses, health permits, and licenses for providing your services. The fees vary by jurisdiction. The figures are estimates, actual costs depend upon the state and local government requirements.

(10) You will engage an attorney, an accountant, and other consultants you feel you need in establishing your Health Center and reviewing agreements. Fees will vary based on location, and also depth and level of service needed and rates for such professional services.

(11) You must purchase the type and amount of insurance necessary as well as any other insurance that may be required by applicable law, any lender, or lessor. The cost will vary based on value of leasehold improvements, and number of employees. You must have certain specified insurance. The timing of your payments is a matter to be resolved between you and your insurer. The selection of the insurance carrier, size of the Health Center, location of the Health Center, value of the leasehold improvements, amount of inventory, amount of wages and other related conditions will affect your ultimate cost. Therefore, we estimate the total cost with the caution that you should get quotes from the carriers of your choice before proceeding. The landlord's insurance requirements will be set forth in the lease.

(12) The cost will be based on the type, size, and location of the signage, local zoning requirements and landlord requirements.

(13) This is an estimate of the net funds needed to cover business expenses during the initial period of 3 months of operation if the operational revenues do not cover these expenses. These costs include such expenses as rent, leases, payroll, utilities, insurance, taxes, loan payments, advertising, supplies inventory and other expenses. The amount of additional funds you may need will depend upon many factors, including how much you follow the process outlined, your technical, marketing, and general business skills, local economic conditions, the competitive landscape of your location, and the sales levels you achieve. There is no guarantee that the working capital estimate will be adequate or that additional investment by you will not be necessary during the initial period and afterwards. You may need additional funds and you should consult with your financial advisor to determine the amount of working capital that you are capable of investing.

(14) In compiling this chart, we relied upon past experience and the experience of our executives and business partners. The amounts shown are estimates only and may vary for many reasons including the size of your facility, the services you offer, the capabilities of your employees, the leadership provided by management, and your business experience and acumen. You should review these estimates carefully with your attorney, accountant, or other business advisors prior to making your decision. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting your business.

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

You must operate your Health Center in strict conformance with our methods, standards, and specifications, which we prescribe in our confidential operational documentation and various other confidential manuals and writings prepared by us for your use in operating a Health Center (collectively, the “Manuals”). We may periodically change our standards and specifications at our sole discretion. The Manuals cover nearly all aspects of your Health Center’s operations.

### Approved Products, Services, and Suppliers

We will provide you with a list of the approved services and products (“Approved Services and Products”) after you sign the Franchise Agreement for your Health Center. In order to: (i) better assure the quality of the Approved Services and Products; (ii) assure the supply or quality of the Approved Services and Products; and/or (iii) enable us, in our sole discretion to take advantage of marketplace efficiencies, we have the right to require you to purchase certain Approved Services and Products, only from us, our affiliates, or other suppliers or distributors approved or designated by us. We have also developed and continue to develop certain proprietary products, such as those sold by Revive MD, which you must purchase from us and/or any affiliates we may now or in the future designate, or our approved or designated suppliers. We may revoke approval by providing you with a written notice and 30-day transition to a new supplier.

You are required to purchase and utilize the HIPAA-compliant lead management CRM tool designed exclusively for Relive Health Center, known as “Driply.” You must purchase Driply from our affiliate, DMG, and no other supplier. We and our affiliates may generate a profit from these purchases. Our Founder, Domenic Iacovone, owns an interest in DMG. During the fiscal year ended December 31, 2023, DMG received \$118,194.80 in gross revenue as a result of franchisee purchases of services.

You are required to purchase nutritional supplements from our affiliate, Revive MD Supplement Company, LLC (“Revive MD”), which makes payments to us based upon percentage of the purchase price. Revive MD is the only supplier for the products that it supplies. During the fiscal year ended December 31, 2023, Revive MD received \$46,419.30 in revenue from sales by Revive MD to franchisees. Our Founder, Domenic Iacovone, owns an interest in Revive MD.

Other than DMG and Revive MD, none of our officers own any interest in any approved supplier.

You are required to use Payhawk as your payment solutions vendor. Payhawk is the only approved supplier

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of payment solutions. We receive half of Payhawk's service charge of 0.8%. During the fiscal year ended December 31, 2023, we received \$567.90 from Payhawk associated with our franchisees utilizing Payhawk's services.

You are required to purchase pharmaceuticals from Wells Pharmacy which is a compounding pharmacy specializing in anti-aging, weight management, sexual wellness, aesthetic dermatology, and thyroid and adrenal health. Wells Pharmacy is the only approved supplier of these items. During the fiscal year ended December 31, 2023, we received \$383,424.43 from Wells Pharmacy associated with our franchisees purchasing pharmaceuticals.

You are required to purchase body composition analysis machines from InBody. InBody is the only approved supplier of these machines. During the fiscal year ended December 31, 2023, we received \$2,095.77 from InBody associated with our franchisees purchasing devices from InBody.

HMTM Enterprises, LLC, is our preferred vendor for marketing services. We receive a 5% rebate from HMTM. We did not receive any rebates from HMTM in 2023.

Aroluxe Marketing, LLC, is our preferred vendor for social media content, blogs, and SEO. We receive a 5% rebate from Aroluxe. We did not receive any rebates from Aroluxe in 2023.

There currently are no purchasing or distribution cooperatives. If you desire to use any services or products that we have not approved, you must first send us sufficient information, specifications, and samples for us to determine whether the service or product complies with our standards and specifications or whether the supplier meets our approved supplier criteria. You will bear all costs associated with supplier approval. We will decide within a reasonable period of time (30 to 60 days) after receiving the required information. Approval of a supplier will be conditioned on the supplier's ability to provide sufficient quantity of product, quality of product or services at competitive prices production and delivery capability, dependability and general reputation.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products or services to some or all of the Health Centers in our system. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that action would be in the best interests of the System or the franchised network of Health Centers. You are not allowed to work with non-designated suppliers, even if they meet our criteria.

In adherence to the Corporate Practice of Medicine Doctrine (the "Doctrine"), layperson-franchisees (i.e., those without a medical license) are restricted from making decisions pertaining to medical equipment and supplies to be utilized in the operation of the franchised business. The Doctrine generally prohibits corporations or non-licensed individuals from interfering or influencing the practice of medicine, which also encompasses decisions related to medical and clinical supplies and equipment. Therefore, all such decisions must be independently made by a licensed medical professional, ensuring that choices regarding medical supplies, equipment, and overall clinical operations are grounded in professional medical expertise and unbiased, patient-centered care.

We may collect and retain certain manufacturing allowances, marketing allowances, rebates, credits, monies, payments, and benefits (collectively, "Allowances") offered to us or to our affiliates by manufacturers, suppliers, and distributors based upon your purchases of products and other goods and services. Currently, we do not derive any income from your purchases of products and other goods and services.

Other than as described above, we do not provide material benefits to you (such as renewal rights or the right to open additional Health Centers) based on whether you purchase through the sources we designate or approve; however, purchases of unapproved products or purchases from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement.

We estimate that your purchases from approved suppliers or according to our specifications will represent

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approximately 80% to 90% of your total purchases in establishing and continued operation of the Health Center.

Computer/Point-of-Sale system/Information Technology

You are required to purchase and use the computer software described in our operations material. We do not derive revenue as a result of these being used. You must at all times and at your expense, maintain an email address and account for communicating with us. You must comply with our standards and requirements for email, communications, information technology, and other technology systems that we may develop, implement and/or require you to acquire and use at your Health Center in your operations. Our present computer hardware and software requirements are listed in detail in Item 11 of this Franchise Disclosure Document.

Insurance

Under the Franchise Agreement, you must obtain and maintain the following insurance:

You must obtain the insurance coverage we require (whether in the Franchise Agreement or in the Manual) from licensed insurance carriers rated A or better by Alfred M. Best & Company, Inc., including the following:

<b>Policy Type</b>	<b>Minimum Coverage</b>
Professional Liability Insurance	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Sexual Abuse / Molestation Insurance	\$500,000 per occurrence and \$500,000 in the aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Commercial: Products-Completed Operations	\$500,000 in the aggregate
Commercial: Personal & Advertising Injury	\$500,000 per occurrence
Commercial: Damage to Premises Rented to You	\$200,000 per occurrence
Commercial: Medical Payments (Per Person)	\$10,000 per occurrence
Network Security & Data Privacy Liability	\$500,000 per occurrence and \$1,000,000 in the aggregate
First Party Privacy Breach Expenses	\$200,000 per occurrence and \$200,000 in the aggregate
Media Activities	\$50,000 per occurrence and \$50,000 in the aggregate
Regulatory Wrongful Acts	\$50,000 per occurrence and \$50,000 in the aggregate
HIPAA	\$500,000 per occurrence and \$500,000 in the aggregate
License Defense	\$10,000 per occurrence and \$50,000 in the aggregate
Peer Review	\$10,000 per occurrence and \$50,000 in the aggregate
Subpoena Assistance	\$10,000 per occurrence and \$10,000 in the aggregate
Reimbursement of Lost Wages	\$1,000 per occurrence and \$10,000 in the aggregate
Reputation Protection	\$10,000 per occurrence and \$10,000 in the aggregate
Emergency Evacuation Expense	\$50,000 per occurrence and \$50,000 in the aggregate
Patient Property Damage	\$1,000 per occurrence and \$1,000 in the aggregate
“All risk” Property Insurance	Replacement Value
Plate Glass Coverage (if requires by lease)	Replacement Value
Comprehensive Automobile Insurance	Greater of \$1,000,000 or as required by law
Theft and Dishonesty Insurance	\$10,000 per occurrence
Business Interruption Insurance	At least 6 months
Employer’s Liability Insurance	\$1,000,000 per occurrence and \$1,000,000 in the aggregate

Policy Type	Minimum Coverage
Worker's Compensation Insurance	Greater of \$500,000 or as required by law
Landlord-Required Insurance	As required by lease
Umbrella	\$2,000,000

The required coverage and policies are subject to change. All insurance policies must be endorsed to: (a) name us (and our members, officers, directors, and employees) as additional insureds; (b) contain a waiver by the insurance carrier of all subrogation rights against us; and (c) provide that we receive 10 days' prior written notice of the termination, expiration, cancellation or modification of the policy.

You must deliver to us (and in the future maintain on file with us) valid and current certificates of insurance showing that all required insurance is in full force and effect.

No insurance policy shall provide for a deductible amount that exceeds \$5,000, unless otherwise approved by us in writing, your co-insurance under any insurance policy shall be 80% or greater.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in the Franchise Agreement and in other Items of this Franchise Disclosure Document.**

Obligation	Section In Franchise Agreement (FA)	Disclosure Document Item
a. Site selection and acquisition/lease	§§ 3, 4 and Appendix E of Franchise Agreement	Items 7 & 11
b. Pre-opening purchases/leases	§§ 3A, 4 & 5C of Franchise Agreement	Items 5, 7, and 8
c. Site development and other pre-opening requirements	§§ 3, 5 and Appendix A of Franchise Agreement	Items 7, 8, and 11
d. Initial and on-going training	§§ 6B(10), 12 & 13B of Franchise Agreement	Item 11
e. Opening	§§ 6, 13B, Appendix A and Rider of Franchise Agreement	Item 11
f. Fees	§§ 1C, 1D, 2B(6), 5A, 7, 15O, 20C(2) and Appendix A of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/Manuals	§§ 8 and 10 of Franchise Agreement	Items 8, 11 and 14

<b>Obligation</b>	<b>Section In Franchise Agreement (FA)</b>	<b>Disclosure Document Item</b>
h. Trademarks and proprietary information	§§ 10C, 16, 22A and 22B of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	§ 11B of Franchise Agreement	Item 16
j. Warranty and customer service requirements	§§ 15G and 15M of Franchise Agreement	Item 15
k. Territorial development and sales quotas	§1B and Appendix A in Franchise Agreement;	Item 12
l. On-going product/service purchases	§§ 11B, 15B and 15C of Franchise Agreement	Item 8
m. Maintenance, appearance, and remodeling requirements	§§ 11 and 15 of Franchise Agreement	Item 11
n. Insurance	§ 17 of Franchise Agreement	Item 6, 7, and 8
o. Advertising	§§ 7, 9 and Appendix B of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	§ 27 of Franchise Agreement	Item 6
q. Owner's participation/management/staffing	§§ 13C., 15H, 18G, 18H, 28 & 34F of Franchise Agreement	Items 11 and 15
r. Records/reports	§ 8 of Franchise Agreement	Items 6 and 11
s. Inspections/audits	§§ 5E, 8 and 14 of Franchise Agreement	Items 6 and 11
t. Transfer	§§ 19 and 20 of Franchise Agreement	Item 17
u. Renewal	§ 2B of Franchise Agreement	Item 17
v. Post-termination obligations	§ 24 of Franchise Agreement	Item 17
w. Non-competition covenants	§ 22 of Franchise Agreement	Item 17
x. Dispute resolution	§§ 32 and 34G of Franchise Agreement	Item 17

## ITEM 10 FINANCING

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

## ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

### Our Obligations Pre-Opening

Before you open your Health Center, we will:

1. Accept a non-exclusive area ("Designated Area") in which you will select a site to be accepted by us. (Franchise Agreement, § 3A)
2. Provide you with the following site selection assistance: (A) our site selection guidelines and, as you may request, a reasonable amount of consultation; and (B) such on-site evaluation as we may deem advisable as part of our evaluation of your request for site acceptance. (Franchise Agreement, § 3B) Advise you in writing whether we have accepted the site within 15 days after we receive your completed site application and any additional information that we may reasonably require. If we do not respond within 15 days, we will be deemed to have refused to accept the site. (Franchise Agreement, § 3D(1))
3. Provide a generic (not site-specific) layout for a Relive Health Center. We do not provide assistance with conforming the premises to local ordinances and building codes and obtaining any required permits, and/or constructing, remodeling, or decorating the premises. (Franchise Agreement, § 5A(1))
4. If you propose to purchase any furnishings, fixtures, equipment, or signage from a supplier that we have not approved, you must notify us in writing and submit the information we request. We will notify you within 15 days after we receive that information whether we approve or disapprove that supplier. (Franchise Agreement, § 5C)
5. During construction for the Health Center, inspect the Franchised Location and the course of construction and/or renovation. (Franchise Agreement, § 5E)
6. Permit you to have access to an electronic or paper version of our confidential and proprietary Manuals, which contain information and knowledge that is unique, necessary, and material to the System, including mandatory specifications and standards relating to the construction, management and operation of a Relive Health Center. The Manuals remain our property. We may revise the contents of the Manuals, and you agree to comply with each new or changed section. (Franchise Agreement, § 10) The Table of Contents of the main Manual as of the date of this disclosure document is attached as Attachment C. As of that date, the total pages of our main Manual and supplemental manuals is approximately 406 pages.
7. Provide the initial training program to up to 7 persons including: (a) you (if you are an individual) or the Operating Principal (if you are an entity) or a 10% Owner; and (b) a Health Center Manager. (Franchise Agreement, § 12A)
8. Provide you with consultation and advice with regard to the development and operation of the Health Center, building layout, furnishings, fixtures and equipment, plans and specifications, employee recruiting, selection and training, purchasing and inventory control and such other matters as we deem appropriate. (Franchise Agreement, § 13A)

9. Provide opening assistance that we deem necessary. (Franchise Agreement, § 13B)

10. Provide specifications for the computer system and point of sale system that meets our requirements. (Franchise Agreement, § 15C)

11. If applicable, we will provide you with our then-current version of the HIPAA Business Associate Agreement, found as Attachment H. This agreement is intended to ensure that a business associate will establish and implement appropriate safeguards for the Protected Health Information (“PHI”) (as defined under the HIPAA Rules) that a business associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that a business associate performs for a covered entity.

### Our Obligations After Opening

During the operation of your Health Center, we will:

1. Collect, administer, and spend for advertising purposes monies, if any, paid by the Health Center into the National Marketing Fund and any Regional Advertising Fund (if established). (Franchise Agreement, §§ 9C & D) Neither fund is currently established.

2. Provide you with general guidelines for local advertising and promotion from time to time. You must submit to us for our prior approval all local advertising and promotional materials. (Franchise Agreement, § 9G) Approve or disapprove all content requested to be posted on our website. (Franchise Agreement, §9I)

3. Provide ongoing and additional training to you (or, if applicable, your Operating Principal), your Health Center Managers, any 10% Owner or any individual whom you have identified as a future Health Center Manager, if we decide to require and/or offer such training. (Franchise Agreement, § 12)

4. Provide periodic advice and consultation to you in connection with the operation of the Health Center as we deem appropriate or necessary, including our knowledge and expertise regarding the System and pertinent new developments, techniques, and improvements in the areas of pricing, management, sales promotion, service concepts, and other areas. (Franchise Agreement, § 13C)

5. Conduct inspections of the Health Center. (Franchise Agreement, § 14)

6. Establish the minimum price that you must charge for one or more services offered for sale at the Health Center. (Franchise Agreement, § 15N)

Any duty or obligation imposed on us by the Franchise Agreement, or any other agreement, may be performed by any of our employees, or agents, as we may direct.

### Advertising and Promotion

#### Advertising Fund

To date, no advertising funds have been collected from franchisees. Franchisees have only paid for their Local Health Center Marketing.

#### Total Marketing Obligation.

Your total marketing obligation is the greater of (i) \$7,000 per month or (ii) 7% of the Gross Sales of the

Health Center, which may be allocated among the National Marketing Fund, any Regional Marketing Fund or, in lieu of a Regional Marketing Fund, a Regional Co-op and Local Health Center Marketing (as described in more detail below). Currently, the Total Marketing Obligation is used for Local Health Center Marketing. Following written notice to you, we may decrease or increase and reallocate your total marketing obligation. (Franchise Agreement §9B)

We reserve the right to establish regional marketing funds (“Regional Marketing Funds”) and regional advertising cooperatives (“Regional Co-ops”); provided that you will not be required to contribute to a Regional Marketing Fund and a Regional Co-op at the same time. Membership shall include all Health Centers that are in the defined geographical area that we establish. If we establish a Regional Marketing Fund or Regional Co-op for a geographic area that includes your Health Center, you will be required to contribute a portion of your total marketing obligation to that Regional Marketing Fund or Regional Co-op. We will determine the geographic area covered by a Regional Marketing Fund or a Regional Co-op based on the location of the Health Center in the area and the reach of print, radio and television media in the area. Advertising that is funded by any Regional Marketing Fund or any Regional Co-op must conform to those advertising and sales promotions specified by us from time to time. Only company-owned businesses and franchised Health Centers in the geographic area covered by a Regional Marketing Fund or a Regional Co-op will be obligated to contribute to that Fund or Co-op. Both company-owned and franchised Health Centers will contribute to the Regional Marketing Fund or a Regional Co-op on the same basis. The maximum amount that each franchisee must contribute is the greater of (i) \$7,000 per month or (ii) 7% of the Gross Sales of the Health Center. As of the date of this disclosure document, we have not yet established any Regional Marketing Funds or Regional Co-ops. (Franchise Agreement §§ 9D and 9F)

We, or our designee, shall direct all advertising, marketing, and public relations programs and activities financed by the National Marketing Fund and any Regional Marketing Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities and the geographic, market and media placement and allocation of advertising and marketing materials. The advertising used by any fund may be national, regional, or local. The marketing materials prepared for the National Marketing Fund and any Regional Marketing Fund may be prepared by an in-house marketing department or any advertising agency. You must participate in all advertising, marketing, promotions, research, and public relations programs instituted by the National Marketing Fund or any Regional Marketing Fund. As of the date of this disclosure document, we have not yet established a National Marketing Fund. (Franchise Agreement §9C)

As noted above, in lieu of a Regional Marketing Fund for the area that includes your Franchised Location, we may establish a Regional Co-op. Monies in the Regional Co-op may be spent for the purposes determined by majority vote of the Regional Co-op on the basis of one vote for each Health Center in the Regional Co-op. The members will establish who will administer the Co-op. If the members of a Regional Co-op are unable or fail to determine how to spend Regional Co-op monies, Relive may assume this decision-making authority following advance written notice to the Regional Co-op members. Currently, there are no governing documents available.

Advertising that is funded by the National Marketing Fund, any Regional Marketing Fund or Regional Co-op Fund must conform to our advertising and sales promotions. We, or our designee, have the right to terminate (and subsequently restart) any of the advertising and cooperative funds and establish different advertising and/or cooperative funds. We may incorporate any advertising fund and may have a separate entity manage any advertising fund. We will not use any of the advertising funds for advertising that is principally a solicitation for the sale of franchises. We have not established an advisory council of franchisees to provide input on advertising matters, but we reserve the right to do so in the future.

Currently, you must spend \$7,000 per month or (ii) 7% of the Gross Sales of the Health Center on Local Health Center Marketing. If you are required to contribute (and you actually contribute) to a Regional Marketing Fund or a Regional Co-op, your Local Health Center Marketing obligation will be reduced by the amount of that contribution; we will not reimburse you for any amount that your contributions exceed your Local Health Center Marketing obligation. You may purchase Local Health Center Marketing materials from any source approved by us. We, or our designee, may furnish you with marketing, advertising, and promotional materials at the cost of

producing them, plus any related shipping, handling and storage charges. You may not modify such materials without our prior written consent. Your marketing, advertising, and promotional materials must bear the Marks in the form, color, location, and manner that we prescribe. In no event may your advertising contain any statement or material which, in our sole discretion, may be considered: (1) in bad taste or offensive to the public or to any group of persons; (2) defamatory of any person or an attack on any competitor; (3) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark, or identification; or (4) inconsistent with the public image of Relive or the System.

We will separately account for all of the advertising funds, but we are not required to segregate any of the funds from our other monies. None of the funds shall be used to defray any of our general operating expenses. Relive and its affiliates may be reimbursed by each fund for expenses directly related to the fund's marketing programs including conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions to each fund. We may spend in any fiscal year an amount greater or less than the aggregate contribution of all Relive Health Centers to each fund during the year or cause each fund to invest any surplus for future use by the fund. We will prepare a report of the operations of the funds annually, which will be available to you upon written request. In spending advertising monies, we are not obligated to make expenditures for any franchisee that are equivalent or proportionate to that franchisee's contribution or to ensure that any particular franchisee benefits directly or on a pro rata basis from expenditure of the funds. The National Marketing Fund, any Regional Marketing Fund, and any Regional Co-op are not trusts and we assume no fiduciary duty to you in connection with administering these funds. The advertising funds are not currently audited and it is not anticipated that they will be. At this time, no national, regional, or regional co-op funds exist.

You must list the telephone number of the Health Center in any print and on-line telephone or business directories that we designate. You must place the listing with other Relive Health Centers operating within the distribution area.

We or our designee will direct all advertising, marketing, brand reputation, and public relations programs and activities financed by the National Marketing Fund and any Regional Marketing Fund, with sole discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. The Funds may be used, among other things, to pay the costs of preparing and producing such associated materials and programs as we or our designee may determine, including (i) preparing and producing digital, video, audio and written advertising materials; (ii) developing, implementing, and maintaining an electronic commerce Website and/or related strategies; (iii) research, development and promotion to improve our System standards, customer loyalty programs, customer rewards programs, and brand reputation, including, without limitation, social media and reputation management programs; (iv) employing advertising agencies; (v) sponsorship of sporting, charitable or similar events; (vi) administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising agencies to assist with these efforts; (vii) supporting public relations, market research and other advertising, promotional and marketing activities; (viii) and informational, operational and reporting system modifications, enhancements, or additions required to support our marketing efforts. You must participate in all advertising, marketing, promotions, research and public relations programs instituted by the Funds.

We will separately account for payments to the Funds; however, we will not be required to segregate the monies in the Funds from our other monies. We will not use such monies to defray any of Relive's general operating expenses. The Funds may hire employees, either full-time or part-time, for administration of the Funds. We and our affiliates may be reimbursed by the Funds for expenses related to our marketing programs including, without limitation, conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions. We may spend in any fiscal year an amount greater or less than the aggregate contribution of all Relive Businesses to the Funds during that year or cause the Funds to invest any surplus for future use by the Fund. We will prepare an annual statement of monies collected and costs incurred by each Fund and will furnish that statement to you within a reasonable period of time following our receipt of a written request

from you. We or our designee will have the right to cause the Funds to be incorporated or operated through an entity separate from us at such time as we or our designee deems appropriate.

The Funds are intended to enhance recognition of the Marks and patronage of Relive Businesses. We will endeavor to utilize the monies in the Funds to develop advertising and marketing materials and programs and to place advertising that will benefit the System and all Relive Businesses contributing to the Funds. However, we are not obligated to ensure that expenditures by any Fund in or affecting any geographic area (including the Franchised Location) are proportionate or equivalent to the contributions to that Fund by Relive Businesses operating in that geographic area, or that any Relive Business will benefit directly or in proportion to its contribution to that Fund from the development of advertising and marketing materials or the placement of advertising. Neither we nor our designee assumes any direct or indirect liability to you with respect to the maintenance, direction or administration of the Funds. The Funds are not trusts and we assume no fiduciary duty to you in connection with the creation or administration of the Funds.

We reserve the right to: (a) suspend contributions to and operations of any Fund for any period that we determines to be appropriate; (b) terminate any Fund upon 30 days' written notice to you and establish a different marketing fund; (c) upon the written request of any Relive Business or any Company Owned Business, defer or waive, in whole or in part, any marketing contribution if, in our sole judgment, there has been demonstrated unique, objective circumstances justifying any such waiver or deferral; or (d) form and terminate advertising councils. Upon termination of any Fund, we will spend all monies in that Fund for advertising and/or promotional purposes. We have the right to reinstate any Fund upon 30 days' prior written notice to you.

#### Computer System and Software

We require that you purchase a computer system, including computer hardware and software, that meets our specifications. We have developed a software package with Salesforce, and this software is to be used as a CRM and ERM system. You must also purchase any upgrades or enhancements to the software that we develop. (Franchise Agreement §15C) We have the right to access and retrieve any data and information from your computer system that we deem appropriate, including electronically polling the daily sales and other data of the Health Center. The type of data to be stored includes Gross Sales amounts along with the breakout of the type of services provided and the amount of sales tax, if any, collected. There are no contractual limitations on our right to access this information and data.

Currently, you must purchase the POS hardware and office computer hardware that we designate. The cost of the POS and computer system ranges from \$1,500 to \$2,000. The cost for payment processing is 2.5% to 3% of revenue processed. You are also required to pay us a monthly Technology Fee, which includes management software and payment processing. The current Technology Fee is ranges from \$861.50 to \$2,440.59 per month. We expect the cost of hardware and software, including upgrades and enhancements to the software, to be less than 2% of all your purchases and leases for the establishment and operation of the Health Center. You are required to upgrade or update these systems during the term of the Franchise Agreement, and there is no contractual limitation on the frequency and the cost of the obligation and we do not provide these services to you. We estimate that the current annual cost of any optional and/or required maintenance/support contract, including upgrades/updates, may be up to \$6,000, depending on number of licenses and types of equipment.

You are required to purchase and utilize the Driply tool from our affiliate, DMG at its then-current price. Currently, the fee is \$497 per month, per location, and is paid directly to DMG. You must also pay an SMS fee of \$0.039 per 160-character segment and an email fee of \$0.0034 per 160-character segment for texting and email usage through Driply. Driply is a HIPAA-compliant lead management CRM designed exclusively for Relive Health Centers. Driply is used in marketing efforts for lead management, customer follow up, form delivery, appointment booking, and automations. Currently, all upgrades and updates to this software are included in the monthly fee, as well as technical support. You may also purchase additional optional management services, which include

personalized support, text automations support, email marketing, and landing page creation, through Driply for \$249 per month. There are no additional costs for any optional or required maintenance, updating, upgrading or support contracts in connection with the Driply software. You are not required to execute a separate software license agreement in connection with your use of Driply.

### Site Selection Procedures

The Health Center must be in a specific location, which is selected by you. If you have not located, and we have not accepted, the site for the Health Center at the time of execution of the Franchise Agreement, you must locate, within 120 days after the date of the Franchise Agreement, a site suitable for the operation of a Health Center and acceptable to us within a geographical area designated in an exhibit to the Franchise Agreement (the “Area”). You must submit a site report, in the form specified by us, for the proposed site within the Area that meets our standard site selection criteria for demographic characteristics, traffic patterns, parking, character of neighborhood, competition from other businesses within the Area, the proximity of competing businesses, the nature of other businesses in proximity to the site, and other commercial characteristics and the size, appearance, and other physical characteristics of the site. We will use a reasonable amount of time, effort, and money to inspect the site you propose. We will, in our discretion, accept or not accept the proposed site for the Health Center, and notify you within 30 days after we receive the complete site report and other materials we request containing all information we reasonably require. If you are unable to locate an acceptable site within the time specified above, we may terminate the Franchise Agreement. Our acceptance of a proposed site does not constitute a warranty or representation of any kind, express or implied, as to the suitability of the proposed site for a Health Center or for any other purpose, and our selection or acceptance of your site merely signifies that we are willing to grant a franchise for a Health Center at the proposed site. (Franchise Agreement §3) Currently, we do not own any of the premises occupied by any franchisees or lease the premises to any franchisees but reserve the right to do so in the future.

### Time Between Signing of Franchise Agreement and the Opening of the Health Center

We estimate that there will be 6 to 12 months between the signing of your Franchise Agreement and the opening of your Health Center, but the interval may vary depending on factors such as the location and condition of the site, the construction schedule for the Health Center, and the extent to which an existing location must be upgraded or remodeled. Also, you will not be permitted to open your Health Center until: (1) you have fulfilled all of your development obligations under the Franchise Agreement; (2) we determine that your Health Center has been constructed, decorated, furnished, equipped, and stocked with materials and supplies in accordance with approved plans and specifications; (3) your Health Center managers and other personnel have completed pre-opening training to our satisfaction; (4) you have paid us the initial franchise fee and all other amounts then owed to us; and (5) you have furnished us with copies of all required insurance policies, or other evidence of insurance coverage and payment of premiums as we request, and with certification that you have obtained all required building, utility, sign, health, sanitation, business, and other permits and licenses.

### Training Program

As part of our franchise application process, your Principal Operator and Health Center staff must participate in, and successfully complete, our 2 to 6-week (depending on applicant’s skill level) training program, which will occur after the Franchise Agreement is executed, and 5 to 6 weeks prior to the opening of the Health Center. The training program is held on an as-needed basis. The instructional materials consist of our Manuals, documents, modules, videos, and on-the-job functional training.

The initial training program will include training at the Flagship Health Center in the Stuart, Florida area or a Pilot Health Center that we designate. You must attend, and must designate your Health Center trainees to attend our initial training program. We do not charge a training fee for the initial training program, however, you will be responsible for all compensation, insurance, travel, and living expenses which you and your trainees incur

in connection with the initial training program. All manager trainees must complete all phases of the initial training program to our satisfaction. We will give you adequate feedback on your team’s readiness and ability to perform in their role within the Health Center.

If your Health Center receives inspection reports from us which are unsatisfactory in any manner, we may require your Certified Managers to attend refresher courses at locations designated by us. You will be responsible for all compensation, insurance, travel, and living expenses of personnel attending these courses. (Franchise Agreement §12E)

You must also attend our Annual Education Day. We may charge you a reasonable registration fee up to \$500 for each individual that attends or participates in the Annual Education Day. You are responsible for the cost of your travel, lodging, and meals.

Type of Instruction in Initial Training

The initial training program consists of 40 to 240 hours of classroom and on the job training. We have the right to modify the duration or content of the initial training program for any trainee. We offer the initial training program periodically during the year on an as-needed basis. The initial training program is scheduled so that it is completed sufficiently in advance of your Health Center’s initial opening to afford adequate time for the Health Center set-up and the hiring and training of employees before the opening of the Health Center. The initial training program is mandatory for all franchisees. . Training for an unlicensed franchisee will focus exclusively on the operation of the business, retail, and back-office functions, and will avoid training that could be considered the practice of medicine.

Your Principal Operator and Health Center staff must participate in, and successfully complete, our 2 to 6 week (depending on applicant’s skill level) training program, which training will occur after the Franchise Agreement is executed, and 5 to 6 weeks prior to the opening of the Health Center.

Experience of Instructors

Kameron Harris, our Chief of Operations, oversees our training program and has 9 years of experience in the industry and 6 years of experience with the franchisor. In addition, we will provide qualified trainers for the training program, which may include the officers of Relive and staff at the Stuart location. Our corporate trainers have direct experience with operating a Relive Health Center, and with various aspects of the medical health center industry or with franchising generally and will have a minimum of 1 year of industry experience.

Training Detail

The subjects covered by the various training programs are described in the following charts.

**TRAINING PROGRAM**

**Front of House**

Subject	Number of Hours of Classroom Training	Number of Hours of On-the-Job Training	Location
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Customer Service: Phone etiquette, proper engagement on phone and in office	2	As required to demonstrate competency	Stuart, FL or closest location
Patient scheduling platform and Salesforce CRM, lead management system	6	As required to demonstrate competency	Stuart, FL or closest location
POS System: Chargent Operating Instructions	2	As required to demonstrate competency	Stuart, FL or closest location
Patient onboarding/discharge, intake and consents, follow up	2	As required to demonstrate competency	Stuart, FL or closest location
Time management	1	As required to demonstrate competency	Stuart, FL or closest location
Daily Tasks	3	As required to demonstrate competency	Stuart, FL or closest location
Product/ Services knowledge	10	As required to demonstrate competency	Stuart, FL or closest location
HIPAA Certification	1.5	As required to demonstrate competency	Remote
Total	27.5	27.5-219.50	

### Registered Nurse

Subject	Number of Hours of Classroom Training	Number of Hours of On-the-Job Training	Location
Customer Service Expectations	1	As required to demonstrate competency	Stuart, FL
Patient onboarding/ discharge: maintaining file integrity, Charting and updating Salesforce	8	As required to demonstrate competency	Stuart, FL
Protocol of patient services/product	8	As required to demonstrate competency	Stuart, FL
Administering Vitamin Therapy, Ozone Therapy, and various shots	9	As required to demonstrate competency	Stuart, FL

<b>Subject</b>	<b>Number of Hours of Classroom Training</b>	<b>Number of Hours of On-the-Job Training</b>	<b>Location</b>
Safety & Health Procedures, Biomedical waste handling/disposal	3	As required to demonstrate competency	Stuart, FL
Set up/organization of Nurses station	8	As required to demonstrate competency	Stuart, FL
Additional product/services knowledge	10	As required to demonstrate competency	Stuart, FL
Time Management/Patient flow/Patient Scheduling	2	As required to demonstrate competency	Stuart, FL
Manage inventory/orders from vendors	4	As required to demonstrate competency	Stuart, FL
HIPAA Training and Certification	1.5	As required to demonstrate competency	Remote
Total	54.5	40-240	

**Client Advocate**

<b>Subject</b>	<b>Number of Hours of Classroom Training</b>	<b>Number of Hours of On-the-Job Training</b>	<b>Location</b>
Customer Service: phone and in office contact	6	As required to demonstrate competency	Stuart, FL
Lead generation software: how to use Highlevel	8	As required to demonstrate competency	Stuart, FL
CRM Software: how to use Salesforce	10	As required to demonstrate competency	Stuart, FL
Patient Management / Retention	4	As required to demonstrate competency	Stuart, FL
POS System	3	As required to demonstrate competency	Stuart, FL

Product and Services provided: features and benefits	8	As required to demonstrate competency	Stuart, FL
Pricing packages of various services/programs offered	8	As required to demonstrate competency	Stuart, FL
Acuity: patient scheduling system	6	As required to demonstrate competency	Stuart, FL
Patient onboarding and discharge	4	As required to demonstrate competency	Stuart, FL
HIPAA Training and Certification	1.5	As required to demonstrate competency	Remote
Total	58.5	40-240	

#### Nurse Practitioner/Physician Assistant

Subject	Number of Hours of Classroom Training	Number of Hours of On-the-Job Training	Location
Customer Service skills: on phone and in office	1	As required to demonstrate competency	Stuart, FL
Patient onboarding and discharge; Maintaining patient file integrity; Patient care update in Salesforce, charting Health Center notes	8	As required to demonstrate competency	Stuart, FL
EMR Software: How to use SalesForce	8	As required to demonstrate competency	Stuart, FL
Health Center management	5	As required to demonstrate competency	Stuart, FL
Protocol of services and products	8	As required to demonstrate competency	Stuart, FL
Metabolic Mentor University	15	As required to demonstrate competency	Remote
HRT/Peptide and supplement product knowledge	10	As required to demonstrate competency	Stuart, FL
Blood panel review	8	As required to demonstrate competency	Stuart, FL

<b>Subject</b>	<b>Number of Hours of Classroom Training</b>	<b>Number of Hours of On-the-Job Training</b>	<b>Location</b>
Complete physicals	8	As required to demonstrate competency	Stuart, FL
Organization of nurse's station	4	As required to demonstrate competency	Stuart, FL
Supply vendor communication/ordering	3	As required to demonstrate competency	Stuart, FL
HIPAA Training and Certification	1.5	As required to demonstrate competency	Remote
Total	79.5	40-240	

Note to Training Table:

<sup>(1)</sup> The initial training program is conducted at Stuart, Florida at the headquarters of Relive. We also reserve the right to conduct the initial training at other Relive Health Centers depending on various factors including the availability of personnel and trainers.

**Injector Training (Nurse Practitioner/Physician Assistant)**

<b>Subject</b>	<b>Number of Hours of Classroom Training</b>	<b>Number of Hours of On-the-Job Training</b>	<b>Location</b>
Didactic Training (Beginner) Lecture Training & Hands-on Neurotoxin. Certification of Completion	8-12	As Required to Demonstrate Competency	School of Choice (Approved by Franchisor)
Xeomin Bootcamp- Day 1 (Beginner) Toxin 101: Science, Anatomy of Toxin, Injection Technique, Reconstitution	1.5	As Required to Demonstrate Competency	Online
Xeomin Bootcamp-Day 2(Beginner) The Xeomin Consult: Disposition, Consultation, Engagement, Patient Loyalty	1	As Required to Demonstrate Competency	Online
PACE-(Intermediate) Must be completed before MAC HA Dermal Filler Several Modalities on And Off Label Procedures	Ongoing	As Required to Demonstrate Competency	Relive Health Location
MAC-(Intermediate) Lecture & Use of	Ongoing	As Required to Demonstrate	Relive Health Location

<b>Subject</b>	<b>Number of Hours of Classroom Training</b>	<b>Number of Hours of On-the-Job Training</b>	<b>Location</b>
Hyperdilute Biostimulatory Fillers. Radiesse, Radiesse+, Belotero, Hyperdilute CaHA on and off Label		Competency	
Varies Continued Educational Trainings / Additional Vendor Trainings Offered. (Advanced)	Ongoing	As Required to Demonstrate Competency	Online/Relive Health Location
Cadaver (Advanced) Lecture, Extensive Cadaver Demonstration of Anatomy, Anatomical Landmarks, Myriad of the Nerve & Vascular Bundle, Anatomy & Associated Structures	8-12	As Required to Demonstrate Competency	School of Choice (Approved by Franchisor)
<b>Total</b>	<b>18.5-26.5</b>		

**Medical Aesthetician**

<b>Subject</b>	<b>Number of Hours of Classroom Training</b>	<b>Number of Hours of On-the-Job Training</b>	<b>Location</b>
Customer Service Expectations	1	As Required to Demonstrate Competency	Stuart, FL
Patient Onboarding & Discharge	1	As Required to Demonstrate Competency	Stuart, FL
Patient Management & Retention	8	As Required to Demonstrate Competency	Stuart, FL
Protocol of Services & Products	5	As Required to Demonstrate Competency	Stuart, FL
ZO Certifications: Extensive Knowledge of Ingredients, Features, Benefits, & On-Site Training	16	Once Certification has Been Obtained	Online/OnSite Health Center Training
HydraFacial Certifications: 101, 201, 301 & Online/ On-Site Device Training	8	Once Certification has Been Obtained	Online/On Site Device Training
Pre & Post Care Education	1	As Required to Demonstrate Competency	Stuart, FL
Patient Scheduling Platform, Time Management & Patient Flow	4	As Required to Demonstrate Competency	Stuart, FL
Salesforce CRM for Patient Management, Charting &	4	As Required to Demonstrate Competency	Stuart, FL

Documentation			
Managing Supplies, Inventory & Ordering	1	As Required to Demonstrate Competency	Stuart, FL
Room Ambiance, Sanitation & Disinfection	1	As Required to Demonstrate Competency	Stuart, FL
Lead Generation	2	As Required to Demonstrate Competency	Stuart, FL
Social Media Etiquette & Expectations	1	As Required to Demonstrate Competency	Stuart, FL
Intake Forms, Informed Consent	1	As Required to Demonstrate Competency	Stuart, FL
HIPAA	1.5	As Required to Demonstrate Competency	Stuart, FL
OSHA & Biomedical Waste Education	3	As Required to Demonstrate Competency	Online/ On-Site Training
Lutronic Clarity, Ultra, Genius O/ On Site/ Online Training	10	As Required to Demonstrate Competency	Online/On-Site Health Center Training
Total	68.5	40-240	

Note to Training Table:

- (1) The Franchisee Training Program lasts for four days and may be conducted, in our sole discretion, online via live and/or recorded sessions or in person at our headquarters in Stuart, Florida. If we conduct in-person training, portions of such training may be provided via online “eLearning” modules. Portions of the Franchisee Training Program may be conducted at Health Centers that we may designate from time to time once you have been fully trained. As of the date of this Disclosure Document, our Franchisee Training Program occurs every month and is held online; however, the training schedule and location of training may change throughout the year. The Franchisee Training Program is timed as close as possible to the opening of your Pilot Health Center.

**ITEM 12 TERRITORY**

Your Protected Area

You will not receive an exclusive territory. You may face competition from other franchisees, from health centers that we own, or from other channels of distribution or competitive brands that we control. Your Health Center must be in a specific location, and you may not operate the Health Center at any other location or relocate the Health Center without our prior written consent. If you are in full compliance with the Franchise Agreement, and any other agreements with us or any of our affiliates, we may agree to relocate a Health Center for you. We will follow the same procedure and factors to evaluate your relocation request as we do for a new site proposal. We will not open company-owned or franchised Health Centers within the geographical area described in an exhibit to the Franchise Agreement (“Protected Area”). The minimum Protected Area will be determined by a demographic analysis performed by us, but will not be smaller than a 1-mile radius. Continuation of your right to a Protected Area is not dependent upon achievement of any certain sales volume, market penetration, or other contingency. The Protected Area may not be altered except by mutual written agreement. You do not have any options, rights of first refusal, or any other similar right to acquire additional franchises.

If you are in default under the Franchise Agreement, we may terminate the Franchise Agreement and any exclusivity in the Protected Area. You do not receive any rights of first refusal, options, or similar rights under the Franchise Agreement to develop or operate additional Health Centers.

Our Reservation of Rights

Except as otherwise provided, we retain the right, in our discretion to: (a) operate, and grant to others the right to operate, Health Centers at locations and on conditions as we deem appropriate outside of your Protected Area; and (b) sell Products utilizing the Marks through retail outlets other than the Health Centers. The Protected Area defined in the Franchise Agreement relates to competition from other Health Centers. We, or our designees, can, in certain instances, operate in the Protected Area. We have the right to sell Products ourselves, or through our designees, at various retail outlets, as well as major events, such as conventions and trade shows.

We retain the right to operate, and grant franchises to others to operate, Health Centers specializing in the sale of products, other than the Products, utilizing the Marks. We do not currently license, or franchise any operations selling, any products competitive with, or the same as or similar to, the Products found in the Health Centers, and we have not presently formulated any plans to do so. We have established company-owned outlets and have the right to establish others. We retain the right to establish other channels of distribution selling similar products or services under a different trademark.

Although we have not done so, we and our affiliates may sell products under the Marks within and outside your Protected Area through any method of distribution other than a dedicated Relive Health Center, including sales through such channels of distribution as the Internet, telemarketing, or other direct marketing sales (collectively, “alternative distribution channels”). You may not use alternative distribution channels to make sales outside or inside your Protected Area and you will receive no compensation for our sales through alternative distribution channels.

You may solicit or accept orders from customers outside your Protected Area, but you may not use alternative distribution channels to solicit or fill orders. You may not deliver outside your Protected Area without our prior written consent.

We and our affiliates can use alternative channels of distribution to make sales within your Protected Area of products or services under trademarks different from the Marks you will use under the Franchise Agreement, but we and our affiliates have not yet made any sales of this type.

**ITEM 13 TRADEMARKS**

We have registered the following Principal Mark on the Principal Register of the U.S. Patent and Trademark Office (the “USPTO”):

Mark	Registration Number	Registration Date	Register
Relive	6695827	April 5, 2022	Principal

All required affidavits have been filed. The above Principal Mark has not been due for renewal as of the Issuance Date of this Disclosure Document.

We also applied to register the following trademarks on the Principal Register of the USPTO based on the intent to use:

Mark	Serial Number	Filing Date	Register
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Relive	97692121	November 25, 2022	Principal
	97692125	November 25, 2022	Principal
	97763501	January 22, 2023	Principal
	97763502	January 1, 2023	Principal
	97692128	November 25, 2022	Principal
	97938947	May 16, 2023	Principal
	97938952	May 16, 2023	Principal
	97938958	May 16, 2023	Principal
	97938964	May 16, 2023	Principal

<b>COMMON LAW MARKS</b>


We also have common law rights in the above mark by virtue of using it in interstate commerce. We may have the right, as a matter of common law, to exclude other users from using the same or confusingly similar marks for similar products or services within the area of geographical influence of our company and/or our franchisees. The specific legal rights which you and we have in a particular dispute would depend upon all the facts and circumstances surrounding the dispute.

We do not yet have federal registrations for the above trademarks. Therefore, our trademarks do not have as many legal benefits and rights as a federally-registered trademark. If our right to use any of the trademarks is challenged, you may have to change to an alternate trademark, which may increase your expenses.

We intend to file all required affidavits and to renew the registration for the Mark when they become due. We have the exclusive right to use and permit our franchisees to use the Mark (including the name and mark "Relive®"). The initial term of the license agreement is 20 years and is then renewable annually. The license agreement may be terminated if we make an assignment of assets for the benefit of creditors, if a trustee is appointed to administer our business or if we are adjudged bankrupt. If the license agreement is terminated, any active Franchise Agreements shall be assigned automatically to Relive and Relive shall assume our rights and obligations under such Franchise Agreement.

There are no presently effective rulings of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court relating to the principal Marks that would materially affect your right to use the Marks. There are no pending infringement, opposition or cancellation proceedings or material litigation involving the principal Marks. Other than as described above, there are no agreements currently in effect that significantly limit our right to use or license the use of the principal Marks in any manner material to you. We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal Marks in any state.

Under the Franchise Agreement, we grant you the right to use the Marks, including the trademark and service mark (and design) Relive, and such other trademarks, service marks, and commercial symbols as we authorize from time to time.

Your right to use the Marks comes only from the Franchise Agreement and is limited to your conducting business in compliance with the Franchise Agreement. Your unauthorized use of the Marks will constitute a breach of the Franchise Agreement and an infringement of our rights in and to the Marks.

You must use the Marks as the only identification of the Health Center, provided that you identify yourself as its independent owner in the manner we determine. You must not use any of the Marks as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form. You must not use any Marks in connection with the performance or sale of any unauthorized services or products, or in any other manner not expressly authorized in writing by us. You must prominently display the Marks at the Health Center, on supplies and materials designed by us, and in connection with packaging materials, forms, labels, and advertising and marketing materials. The Marks must be displayed in the manner we determine. You must sign all instruments and documents, render such assistance, and do the acts and things that may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interests in any litigation, USPTO or other proceeding, or otherwise to protect and maintain our interest in the Marks.

If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trademarks or service marks, you must follow our directions to modify or otherwise discontinue the use of the Mark in a reasonable time after notice of it by us, and we will have no liability or obligation whatsoever with respect to your modification or discontinuance of any Mark.

We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement requires that you must immediately notify us of any apparent infringement of, or challenge to, our use of any Mark, or claim by any person of any rights in any Mark, and you must not communicate with any person other than us or our counsel in connection with any such infringement, challenge, or claim.

We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark pursuant to and in compliance with the Franchise Agreement, and for all costs you reasonably incur in defending any such claim brought against you or any proceeding in which you are named as a party, provided that you have timely notified us of such claim or proceeding, and have otherwise complied with the Franchise Agreement. We, at our discretion, may defend any proceeding arising out of your use of any Mark pursuant to the Franchise Agreement, and, if we undertake the defense of such proceeding, we will have no obligation to indemnify or reimburse you with respect to any fees or disbursements of any counsel retained by you.

#### **ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

We do not own patents or copyrights which are material to the franchise described in this franchise disclosure document, but you can use the proprietary information in our Manuals. Item 11 describes the Manuals. You must operate the Health Center in accordance with the standards, methods, policies, and procedures specified in the Manuals, and Standard Operating Procedures, as we revise them from time to time. You must treat the Manuals, and the information contained in them, as confidential, and must use all reasonable efforts to maintain such information as secret and confidential. You must not at any time copy, duplicate, record, or otherwise reproduce the materials, in whole or in part, or otherwise make them available to any unauthorized person. The Manuals will at all times remain our sole property and must be kept in a secure place.

We also claim proprietary rights to the ingredients, formulas, and methods of preparation used for Products and services, and our methods, techniques, formats, specifications, systems, procedures, methods of business management, sales and promotional techniques, and knowledge and experience in the operation and establishment of Health Centers. We will disclose this information to you in the Manuals, in training, and in subsequent guidance.

There is no current material determination of the United States Patent and Trademark Office, the United States Copyright Office, or a court regarding any patent or copyright. There is no agreement that limits the use of any patent, patent application, or copyright. We have no obligation to protect any patent, patent application, or copyright, and we have no obligation to defend you against claims arising from the use of patented or copyrighted items. We are not aware of any patent or copyright infringement that could materially affect you.

You must not, during or after the term of the Franchise Agreement, communicate, divulge, or use for the benefit of any other persons, partnership, association, or corporation, any confidential information, knowledge, or know-how concerning the methods of operation of the Health Center which may be communicated to you or of which you may be apprised by virtue of your operation under the Franchise Agreement. You may divulge such confidential information only to those employees who must have access to it in order to perform their employment responsibilities. Any and all information, knowledge, know-how, and techniques which we designate as confidential will be deemed confidential for purposes of the Franchise Agreement.

At our request, you must require any employees having access to any of our confidential information to execute covenants that they will maintain the confidentiality of information they receive during their association with you. Such covenants must be in a form approved by us, including specific identification of us as a third-party beneficiary of such covenants with the independent right to enforce them.

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

Your Health Center must, at all times, be under the direct, on-premises supervision of a Certified Manager who has satisfactorily completed our training program as described in Item 11. If you are an individual, you may, but are not required to, be the Certified Manager. This is not a “passive” investment but requires the day-to-day supervision by you (or your designee) of the operation of the Health Center. You are not our employee but are your own boss under the Franchise Agreement. You (or your designee) will remain active in overseeing the operations of the Health Center. You (or your designee) will hire all employees of the Health Center and be exclusively responsible for the terms of their employment and compensation, and for the proper training of such employees in the operation of the Health Center. It is our custom not to require that the Certified Manager have an equity interest in your business. The Certified Manager may be required to enter into an agreement not to reveal confidential information obtained in the course of his or her employment with you. The on-premises Certified Manager is not required to have an equity interest in your business.

If you are a corporation, limited liability company, or partnership, each shareholder, member or partner and their spouse must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by and personally liable for the breach of, every provision of the Franchise Agreement.

In any situation in which you align with a Professional Corporation (“PC”) for the delegation of medical services and supervision, you predominantly assume operational and administrative oversight. Additionally, you navigate non-medical operations, such as marketing initiatives, customer service, and general administrative duties. Financial management, including overseeing billing for non-medical services, conducting payroll processes, and handling operational costs, also falls under the purview of the franchisee. Moreover, the maintenance and legal compliance of facilities, especially according to specifications delineated by the PC, rest within the franchisee’s sphere of responsibility. The PC, conversely, bears medical and clinical oversight, establishing itself as the entity making independent medical decisions. It is responsible for selecting, overseeing, and managing licensed medical personnel while adhering to professional, legal, and ethical standards. The PC also decides the necessary medical equipment and supplies, ensuring they align with requisite industry and professional standards, and is in charge of medical legal and regulatory compliance. Moreover, it manages and protects patient records, asserting compliance with healthcare-specific data protection laws like HIPAA, and oversees and manages patient care, ensuring it adheres to healthcare guidelines and professional regulations.

## **ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must sell or offer for sale only such Products as have been expressly approved for sale by us in writing; must sell or offer for sale all required Products specified by us; must not deviate from our standards and specifications without our prior written consent; and must stop selling and offering for sale any Products which we may, in our discretion, disapprove in writing at any time. We have the right to change the types of authorized Products, and there are no limits on our right to make changes.

For a description of your restrictions on some purchases, see Item 8 of this franchise disclosure document.

The System may be supplemented, improved, and otherwise modified at any time by us. You must comply with all of our reasonable requirements in that regard, including offering and selling new or different products or services as specified by us.

You are restricted to only offering the products that we designate within your facility. There are no restrictions with respect to the customers whom you may solicit, with the exception of purposefully soliciting patients from another Relive health center.

In any situation in which you align with a Professional Corporation (PC) for the delegation of medical

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services and supervision, it is your responsibility to handle the logistical, financial, and operational aspects related to products and supplies. This may involve (1) sourcing vendors, managing inventory, handling ordering processes, coordinating deliveries, and overseeing financial transactions related to the procurement of supplies and products; (2) managing logistics, such as ensuring timely availability and adequacy of stock; and (3) negotiating contracts and prices with suppliers, managing budgets, and ensuring that the operational facet related to products and supplies operates cohesively. Conversely, the PC ensures that decisions related to the selection of medical products and supplies are made with patient care, safety, and regulatory compliance at the forefront. The PC thus determines which medical products and supplies are to be utilized, ensuring that they adhere to industry standards and are clinically appropriate. It ensures that the quality, safety, and efficacy of medical products and supplies are not compromised and aligns with relevant medical and legal standards.

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

**THE FRANCHISE RELATIONSHIP**

**The following table lists certain important provisions of the Franchise Agreement. You should read these provisions in Franchise Agreement attached to this Franchise Disclosure Document. You should refer to any state-specific addenda attached to this Franchise Disclosure Document for exceptions to this Item 17.**

<b>Provision</b>	<b>Section in the Franchise Agreement</b>	<b>Summary</b>
a. Length of the franchise term	§ 2A of Franchise Agreement	10 years
b. Renewal or extension of the term	§ 2B of Franchise Agreement	2 renewal term of 5 years, subject to contractual requirements
c. Requirements for you to renew or extend	§ 2B of Franchise Agreement	Notice, satisfaction of monetary obligations, compliance with Franchise Agreement, execute new Franchise Agreement, execute a general release of Relive and others. You may be asked to sign a contract with materially different terms and conditions than your original contract. The Protected Area and Royalty Fee may be materially different from that contained in the current Franchise Agreement. The Royalty Fee will not be greater than the Royalty Fee that we then impose on similarly situated renewing franchisees. The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
d. Termination by you	§ 23 of Franchise Agreement	You may terminate the Franchise Agreement if (i) your Health Center has been operating for 36 months, (ii) you provide 120 days notice to us, and (iii) your Health Center has a negative EBITDA over the aggregated past 24 full calendar months prior to the date of the

<b>Provision</b>	<b>Section in the Franchise Agreement</b>	<b>Summary</b>
		notice of termination.
e. Termination by us without cause	None	
f. Termination by us with cause	§ 23 of Franchise Agreement	Breach of Franchise Agreement and other grounds. Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.
g. "Cause" defined defaults that can be cured	§ 23 of Franchise Agreement	Breach of Franchise Agreement
h. "Cause" defined defaults that cannot be cured	§ 23 of Franchise Agreement	Breach of Franchise Agreement and other grounds
i. Your obligations on termination/non-renewal	§ 24 of Franchise Agreement	Obligations include complete de-identification, payment of amounts due, and covenant not to compete against us
j. Assignment of contract by use	§ 19 of Franchise Agreement	No restriction on right to transfer or assign
k. "Transfer" by you- defined	§ 20 of Franchise Agreement	Includes transfer of interest in Franchise Agreement, Franchise, you, or all or substantially all of the assets of your business
l. Our approval of transfer by you	§ 20 of Franchise Agreement	We must approve transfers
m. Conditions for our approval of transfer	§ 20 of Franchise Agreement	Includes payment of money owed, non-default, execution of release, transferee qualifications, execution of new agreement or assignment, and payment of transfer fee. The general release required as a condition of transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
n. Our right of first refusal to acquire your Franchised Outlet	§ 20 of Franchise Agreement	We can match any offer
o. Our option to purchase your Outlet	§ 25 of Franchise Agreement	Upon expiration or termination, we can buy certain assets
p. Death or disability	§ 20 of Franchise Agreement	Franchise Agreement must be assigned to approved transferee within 6 months
q. Non-competition covenants during the term of the franchise	§ 22 of Franchise Agreement	Includes prohibition on owning or operating business which sells similar products

<b>Provision</b>	<b>Section in the Franchise Agreement</b>	<b>Summary</b>
r. Non-competition covenants after the franchise is terminated or expires	§ 22 of Franchise Agreement	Includes 2-year prohibition similar to ours and a geographic limitation
s. Modification of the agreement	§ 31 of Franchise Agreement	Must be in writing by both parties
t. Integration/merger clause	§ 31 of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law); any other promises may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document. 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.
u. Dispute resolution by arbitration or mediation	§ 32B of Franchise Agreement	To be conducted in Stuart, Florida. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a developer to waive its rights to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
v. Choice of forum	§ 32C of Franchise Agreement	Stuart, Florida (subject to applicable state law)
w. Choice of law	§ 32D of Franchise Agreement	Florida (subject to applicable state law)

## ITEM 18 PUBLIC FIGURES

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

## ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, 2023, our fiscal year end, we had 2 company-owned and 12 franchised outlets open and operating. This financial performance representation includes the results of our 2 company-owned outlets and 6 franchised outlets. We have excluded 6 franchised outlets that did not operate for all 12 months and would not present a full year's financial representations. Two franchised outlets were transferred to new franchise owners and 4 franchised outlets opened during fiscal year 2023.

### Financial Performance<sup>1</sup> Sales Summary Fiscal Year 2023- Franchised Outlets

Sales Summary - Unaudited Franchisee Locations																	
12/31/2023																	
Location	Open Date	Yrs in Ops	State	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Average Sales by Location
Lakeville	Sep-18	5.3	MN	109,838.05	101,111.11	109,694.60	110,834.68	140,938.14	106,915.69	96,644.54	112,876.57	103,287.59	136,796.56	116,355.51	80,244.78	1,325,537.62	110,461.47
Corpus Christi	Sep-20	3.3	TX	113,249.36	77,356.27	97,997.09	69,177.09	105,953.48	99,625.29	88,698.28	98,027.17	70,396.66	88,578.29	73,418.88	102,904.64	1,105,582.50	92,131.88
Wellington	Oct-20	3.2	FL	272,053.05	251,230.83	312,795.76	240,521.71	242,460.89	228,799.03	198,011.00	175,726.00	195,458.00	223,649.00	224,651.00	219,249.72	2,784,605.99	232,050.50
Port St Lucie	Jan-22	2.0	FL	110,893.00	111,287.53	127,351.50	134,023.00	143,780.08	159,692.71	124,869.00	149,980.00	132,745.00	153,233.00	142,839.00	156,441.71	1,647,035.53	137,252.96
Viera	Feb-22	1.9	FL	137,281.56	143,154.77	173,064.84	186,502.54	208,224.11	220,411.50	230,312.00	269,158.00	225,773.00	268,343.00	303,812.00	225,378.22	2,591,415.54	215,951.30
Delray Beach	Dec-22	1.1	FL	33,554.12	92,109.81	57,923.45	72,211.48	84,576.58	87,132.37	79,027.00	87,332.00	93,053.00	76,606.00	78,439.00	81,179.73	923,144.54	76,928.71
<b>Total</b>				<b>776,869.14</b>	<b>776,250.32</b>	<b>878,827.24</b>	<b>833,270.50</b>	<b>925,933.28</b>	<b>902,576.59</b>	<b>817,761.82</b>	<b>892,999.74</b>	<b>820,713.25</b>	<b>947,205.65</b>	<b>939,515.39</b>	<b>865,398.80</b>	<b>10,377,321.72</b>	<b>864,776.81</b>
<b>Average</b>				<b>129,478.19</b>	<b>129,375.05</b>	<b>146,471.21</b>	<b>138,878.42</b>	<b>154,322.21</b>	<b>150,429.43</b>	<b>136,293.64</b>	<b>148,833.29</b>	<b>136,785.54</b>	<b>157,867.61</b>	<b>156,585.90</b>	<b>144,233.13</b>	<b>1,729,553.62</b>	<b>144,129.47</b>
<b>Time Period</b>											<b>n</b>	<b>Avg</b>	<b>Median</b>	<b>Highest</b>	<b>Lowest</b>		
1-3 Years											3	1,720,532	1,647,036	2,591,416	923,145		
3+ Years											3	1,738,575	1,325,538	2,784,606	1,105,583		

### Sales Summary Fiscal Year 2023- Company-owned Outlets

Sales Summary - Unaudited Corporate Locations																	
12/31/2023																	
Location	Open Date	Yrs in Ops	State	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total	Average Sales by Location
Stuart	Jul-17	6.5	FL	300,408.67	283,211.10	342,062.41	321,669.41	306,978.00	332,740.00	298,641.00	314,734.00	272,153.00	354,973.00	320,693.00	278,652.01	3,726,915.60	310,576.30
Palm Beach Gardens	Apr-21	2.8	FL	141,078.37	116,951.33	126,714.49	105,869.52	115,457.06	95,623.00	112,803.00	120,347.00	137,385.00	101,886.00	111,320.00	115,710.04	1,401,144.81	116,762.07
<b>Total</b>				<b>441,487.04</b>	<b>400,162.43</b>	<b>468,776.90</b>	<b>427,538.93</b>	<b>422,435.06</b>	<b>428,363.00</b>	<b>411,444.00</b>	<b>435,081.00</b>	<b>409,538.00</b>	<b>456,859.00</b>	<b>432,013.00</b>	<b>394,362.05</b>	<b>5,128,060.41</b>	<b>427,338.37</b>
<b>Average</b>				<b>220,743.52</b>	<b>200,081.22</b>	<b>234,388.45</b>	<b>213,769.47</b>	<b>211,217.53</b>	<b>214,181.50</b>	<b>205,722.00</b>	<b>217,540.50</b>	<b>204,769.00</b>	<b>228,429.50</b>	<b>216,006.50</b>	<b>197,181.03</b>	<b>2,564,030.21</b>	<b>213,669.18</b>
<b>Time Period</b>											<b>n</b>	<b>Avg</b>					
1-3 Years											1	1,401,145					
3+ Years											1	3,726,916					

<sup>1</sup> Sales means all revenue less taxes and refunds to customers.

Written substantiation of the data used in preparing these figures will be made available to you upon reasonable request. The information presented above has not been audited.

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

Other than the above disclosure, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our Chief Legal Officer by contacting Margaret Lai, Esq., Relive Headquarters, 838 SW Federal Highway, Stuart, Florida 34994, (772) 631-7266, [margaret.lai@relivehealth.com](mailto:margaret.lai@relivehealth.com), 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**

<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
<b>Franchised</b>	2021	4	5	+1
	2022	5	8	+3
	2023	8	12	+4
<b>Company-Owned<sup>(2)</sup></b>	2021	3	4	+1
	2022	4	3	-1
	2023	3	2	-1
<b>Total Outlets</b>	<b>2021</b>	<b>7</b>	<b>9</b>	<b>+2</b>
	<b>2022</b>	<b>9</b>	<b>11</b>	<b>+2</b>
	<b>2023</b>	<b>11</b>	<b>14</b>	<b>+3</b>

**Table No. 2  
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)  
For Years 2021 to 2023**

<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Florida	2021	0
	2022	1
	2023	1
Maryland	2021	0
	2022	0
	2023	1
<b>Total</b>	<b>2021</b>	<b>0</b>
	<b>2022</b>	<b>1</b>
	<b>2023</b>	<b>2</b>

**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 the Year <sup>(1)</sup>
Florida	2021	3	1	1	0	1	0	2
	2022	2	3	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Georgia	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Maryland	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Minnesota	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New Jersey	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Tennessee	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
Texas	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
<b>TOTAL</b>	<b>2021</b>	<b>4</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>5</b>
	<b>2022</b>	<b>5</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>
	<b>2023</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>

**Table No. 4**  
**Status of Company-Owned Outlets For Years 2020 to 2022**

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed or Otherwise Terminated	Outlets Sold to Franchisee	Outlets at End of the Year <sup>(1)</sup>
Florida	2021	2	0	1	0	0	3
	2022	3	0	0	0	0	3
	2023	3	0	0	1	0	2
New York	2021	1*	0	0	0	0	1
	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0
<b>Total</b>	<b>2021</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>
	<b>2022</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>3</b>
	<b>2023</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>2</b>

\* The New York location is a “corporate-owned” location. As disclosed in Item 3, there is litigation concerning this location.

**Table No. 5**  
**Projected Openings as of December 31, 2023**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Year
Colorado	2	0	0
Connecticut	2	0	0
District of Columbia	2	0	0
Florida	4	2	0
Georgia	2	2	0
Maryland	2	0	0
North Carolina	2	1	0
New Jersey	2	0	0
New York	2	1	0
Pennsylvania	1	0	0
South Carolina	1	0	0
Tennessee	3	3	0
Texas	11	4	0
Virginia	2	1	0
<b>Total</b>	<b>38</b>	<b>14</b>	<b>0</b>

**NOTES TO TABLES NO. 1 - 4:**

(1) The numbers for 2021-2023 are as of December 31 of each year. States not listed had no Health Centers during 2021-2023.

(2) If multiple events occurred affecting any Health Center, the table shows the event that occurred last in

time.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No franchisees have signed a confidentiality clause in a franchise agreement, settlement, or other contract within the last three years that would restrict their ability to speak openly about their experience with us.

Attachment G includes a list of the franchised businesses and former franchisees as of December 31, 2023 and a list of the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the 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. We currently have 17 Area Representatives.

We are not aware of any franchisee association regardless of whether they use our marks.

## **ITEM 21 FINANCIAL STATEMENTS**

Attached to this Disclosure Documents as Attachment D are the following financial statements:

The balance sheet as of December 31, 2023, December 31, 2022, and December 31, 2021 and statements of operations and members' equity, and cash flows for the years ended December 31, 2023, December 31, 2022, and December 31, 2021, all of which have been audited by an independent auditor using generally accepted United States auditing standards. Also attached are our unaudited financial statements as of June 30, 2024

## **ITEM 22 CONTRACTS**

The following agreements are included in this disclosure document:

Exhibit A -- Franchise Agreement

Exhibit E -- State-Specific FDD and Agreement Addenda

Exhibit G -- Non-Disclosure Agreement

Exhibit I – Franchisee Acknowledgement Statement, as permitted by state law

The following documents are attached to the Franchise Agreement as exhibits: Guaranty and Assumption of Obligations.

## **ITEM 23 RECEIPT**

The last two pages of this disclosure document are detachable receipt pages. Please sign and date each of them as of the date you received this disclosure document, return one copy to us and retain the other for your records.

**EXHIBIT A**

**FRANCHISE AGREEMENT**

**EXHIBIT B TO THE FRANCHISE DISCLOSURE DOCUMENT**

**AGENCIES/AGENTS FOR SERVICE OF PROCESS**

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

<b>State</b>	<b>State Agency</b>	<b>Agent for Service of Process</b>
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4 <sup>th</sup> Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut, Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

<b>State</b>	<b>State Agency</b>	<b>Agent for Service of Process</b>
MINNESOTA	Minnesota Department of Commerce 85 7 <sup>th</sup> Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 <sup>st</sup> Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6 <sup>th</sup> Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard State Capitol, 14 <sup>th</sup> Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 <sup>th</sup> Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 <sup>st</sup> Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

## EXHIBIT C

### OPERATIONS MANUAL TABLE OF CONTENTS

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**EXHIBIT D**

**FINANCIAL STATEMENTS**

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

**EXHIBIT E**

**STATE-SPECIFIC FDD AND AGREEMENT ADDENDA**

## STATE ADDENDA AND AMENDMENTS TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES

### BACKGROUND AND PURPOSE

The following modifications are made to the Relive Franchise Disclosure Document (“FDD” or “Disclosure Document”) issued by Relive Franchising LLC (“we” or “us” or “franchisor”) to franchisee (“you” or “franchisee”) and may supersede, to the extent required by applicable state law, certain portions of the Franchise Agreement between you and us dated \_\_\_\_\_, 202\_\_ (the “Franchise Agreement”). When the term “Supplemental Agreements” is used, it means any area development agreement, area representative agreement, master franchise agreement, or similar agreement entered into between us and you, if applicable.

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

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements. If you sign this State Addendum, only the terms applicable to the state or states whose franchise laws apply to your transaction will govern. If you sign this State Addendum, but none of the state franchise laws listed above applies because their jurisdictional requirements have not been met, then this State Addendum will be void and inapplicable to you.

**ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Disclosure Document and the Franchise Agreement and Supplemental Agreements are amended as follows:

1. Illinois law shall apply to and govern the Franchise Agreement and Supplemental Agreements.
2. In accordance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement and Supplemental Agreements that designated jurisdiction and venue in a forum outside of the State of Illinois is void. However, the Franchise Agreement and Supplemental Agreements may provide for arbitration to take place outside of Illinois. Therefore, any arbitration proceeding may be brought in Florida in accordance with the dispute resolution provision set forth in the Franchise Agreement and Supplemental Agreements.
3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise 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.
5. 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.
6. ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018) .
7. IF YOU ARE NOT LICENSED/CERTIFIED IN ILLINOIS TO PROVIDE SERVICES OF THE NATURE DESCRIBED IN THIS DISCLOSURE DOCUMENT, YOU MUST NEGOTIATE THE TERMS OF A MANAGEMENT AGREEMENT WITH LICENSED PROFESSIONALS WHO WILL PROVIDE THE SERVICES THAT YOUR FRANCHISED BUSINESS OFFERS. RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.
8. Item 5 of the Disclosure Document and Section 7(A) of the Franchise Agreement are amended to state:

“In Illinois, payment of Initial Franchise Fees owed to Franchisor will be deferred until Franchisor has met its initial obligations to franchisee, and the franchisee has commenced doing business. The Illinois Attorney General’s Office imposed this deferral requirement due to Franchisor’s financial condition.”

**FRANCHISOR:**  
**Relive Franchising LLC**

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

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

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

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

**IF FRANCHISEE IS AN ENTITY:**

**FRANCHISEE:**

**NAME OF ENTITY:**

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

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

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

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

**IF FRANCHISEE IS AN INDIVIDUAL:**

**FRANCHISEE:**

\_\_\_\_\_

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

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

**FRANCHISEE:**

\_\_\_\_\_

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

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

## INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement and Supplemental Agreements are amended as follows:

1. The laws of the State of Indiana supersede any provisions of the Disclosure Document, Franchise Agreement and Supplemental Agreements if such provisions are in conflict with Indiana law.
2. The Franchise Agreement and Supplemental Agreements are amended to provide that such agreements will be construed in accordance with the laws of the State of Indiana.
3. 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 Indiana, is deleted from any Franchise Agreement and Supplemental Agreement issued in the State of Indiana.
4. 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 material breach of the Franchise Agreement or Supplemental Agreement (as applicable), shall supersede the provisions of the Franchise Agreement or Supplemental Agreement (as applicable) in the State of Indiana to the extent they may be inconsistent with such prohibition.
5. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the Disclosure Document, the Franchise Agreement and Supplemental Agreements are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

Notwithstanding any such termination, and in addition to the obligations of the franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the franchisee nevertheless shall be, continue and remain liable to franchisor for any and all damages which franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the franchisee covenants to pay to franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the franchisee's right to a trial on any of the above matters.

6. No release language set forth in the Disclosure Document or Franchise Agreement or Supplemental Agreement shall relieve franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana. Any provision in the Franchise Agreement or Supplemental Agreement that 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 Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.
7. 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.

**MARYLAND REQUIRED ADDENDUM TO THE**  
**FRANCHISE DISCLOSURE DOCUMENT**

1. **Item 17**, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following language:

“The general releases required for renewal, sale and/or assignment/transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.”

2. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive the right to file a lawsuit in Maryland claiming a violation of Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. Item 5 is amended to state:

**“Based upon the franchisor's financial condition, the Maryland Securities Commissioner 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.”**

5. 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.

**ADDENDUM TO RELIVE FRANCHISING LLC FRANCHISE AGREEMENT**  
**REQUIRED FOR MARYLAND FRANCHISEES**

The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of Maryland; **(B)** you are a resident of the State of Maryland; or **(C)** the Franchised Business will be located or operated in the State of Maryland.

1. The following sentence is added to the end of Sections 2B(3)(g) and 20B(4):

“This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

2. The following sentence is added to the end of Section 32C:

“Notwithstanding the foregoing, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.”

3. The following sentence is added to the end of Section 32E:

“This limitation of claims provision shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law, which claim must be brought within 3 years after the grant of the franchise.”

4. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to, nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
5. The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a developer to waive its rights to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
6. 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. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.
8. **Based upon the franchisor's financial condition, the Maryland Securities Commissioner 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.**

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**FRANCHISOR:**  
**Relive Franchising LLC**

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

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

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

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

**IF FRANCHISEE IS AN ENTITY:**

**FRANCHISEE:**  
**NAME OF ENTITY:**

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

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

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

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

**IF FRANCHISEE IS AN INDIVIDUAL:**

**FRANCHISEE:**

\_\_\_\_\_

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

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

**FRANCHISEE:**

\_\_\_\_\_

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

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

## 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 document relating to a franchise:

- (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 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 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.
- (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.
- (j) 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor 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 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.**

Any questions regarding this notice should be directed to:

State of Michigan  
Department of Attorney General  
CONSUMER PROTECTION DIVISION  
Attention: Franchise Section  
G. Mennen Williams Building, 1<sup>st</sup> Floor  
525 West Ottawa Street  
Lansing, Michigan 48913  
Telephone Number: (517) 373-7117

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES  
REQUIRED BY THE STATE OF MINNESOTA**

1. **State Cover Page and Item 17, Choice of Forum and Law.** The following statement is added to the State Cover Page and Item 17:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document, the Franchise Agreement 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.

2. **Trademarks.** The following statement is added to Item 13:

Notwithstanding the foregoing, we will indemnify you against liability to a third party resulting from claims that your use of a Mark infringes trademark rights of a third party; provided, that we will not indemnify against the consequences of your use of the Marks unless the use is in accordance with the requirements of the Franchise Agreement and the System.

3. **Item 17, Termination.** The following statement is added to Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivisions 3, 4, and 5 which requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

4. **Item 17, General Release.** The following statement is added to Item 17:

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

5. **Item 17, Waiver of Right to Jury Trial, Statute of Limitations, Injunctive Relief:** The following statements are added to Item 17:

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial. In addition, the agreements cannot modify your rights under Minnesota Statutes, Chapter 80.C.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

6. **Item 5, Initial Fees.** We will defer collection of the Initial Franchise Fees until we have satisfied our pre-opening obligations to you, and you have commenced business operations. The Commissioner of the Department of Commerce of the State of Minnesota's imposed this deferral requirement due to Franchisor's financial condition.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect

to such provision, that the jurisdictional requirements of the relevant Minnesota statute are met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

**ADDENDUM TO RELIVE FRANCHISING LLC FRANCHISE AGREEMENT  
REQUIRED FOR MINNESOTA FRANCHISEES**

The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of Minnesota; **(B)** you are a resident of the State of Minnesota; or **(C)** the Franchised Business will be located or operated in the State of Minnesota.

1. The following sentence is added to the end of Sections 2B(3)(g) and 20B(4):

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

2. The following sentence is added to the end of Section 2B:

With respect to franchises governed by Minnesota law, Relive will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 180 days' notice for non-renewal of the Franchise Agreement.

3. Section 22B(1)(i) is deleted and replaced with:

(i) Franchisee's use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition, for which Relive would be entitled to all legal and equitable remedies, including injunctive relief. The franchisor may seek injunctive relief.

4. The following sentence is added to the end of Section 23:

With respect to franchises governed by Minnesota law, Relive will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

5. The following sentence is added at the end of Section 32C:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Relive from requiring litigation to be conducted outside Minnesota.

6. The following statements are added at the end of Section 32E:

Nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C.17, Subd. 5.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5. The third sentence of Section 32H and all of Section 35O are deleted.

7. The second sentence in Section 34E is deleted and replaced with the following:

Franchisee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee, Relive may seek injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance.

8. The following is added as Section 34J:

Nothing in the Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

9. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.

10. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

11. **We will defer collection of the Initial Franchise Fees until we have satisfied our pre-opening obligations to you, and you have commenced business operations. The Commissioner of the Department of Commerce of the State of Minnesota's imposed this deferral requirement due to Franchisor's financial condition.**

12. 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 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 with the franchise.

**FRANCHISOR:  
Relive Franchising LLC**

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

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

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

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

**IF FRANCHISEE IS AN ENTITY:**

**FRANCHISEE:  
NAME OF ENTITY:**

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

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

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

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

**IF FRANCHISEE IS AN INDIVIDUAL:**

**FRANCHISEE:**

\_\_\_\_\_

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

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

**FRANCHISEE:**

\_\_\_\_\_

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

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

## **ADDITIONAL DISCLOSURES REQUIRED BY THE STATE OF NEW YORK**

### **1. State Cover Page, Additional Risk Factors:**

A. INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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.

B. We may, if it chooses, negotiate with you about items covered in the Franchise Disclosure Document. However, we may not use the negotiating process to prevail upon a prospective franchisee to accept terms which are less favorable than those set forth in this prospectus.

C. You must make minimum advertising, and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

### **2. Item 3, Additional Disclosure. Item 3 is deleted and replaced with the following:**

Except as provided above, with regard to the 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 10-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 injunctive 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. Accordingly, no litigation is required to be disclosed in this disclosure document.

- 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 Article 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 Article 33 of the General Business Law of the State of New York.

- 6.** 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.

**ADDENDUM TO RELIVE FRANCHISING LLC  
FRANCHISE AGREEMENT  
REQUIRED FOR NEW YORK FRANCHISEES**

This Addendum to Relive Franchising LLC Franchise Agreement dated  
("Franchise Agreement") between Relive Franchising LLC and  
("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: (A) the offer or sale of a franchise to you was made in the State of New York; (B) you are a resident of the State of New York; or (C) the Franchised Business will be located or operated in the State of New York.
2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 - 695 may not be enforceable.
3. The following sentence is added to the end of Sections 2B(3)(g) and 20B(5):  
  
Any provision in this Agreement requiring Franchisee to sign a general release of claims against Relive does not release any claim Franchisee may have under New York General Business Law, Article 33, Sections 680-695.
4. The following sentence is added to Section 19:  
  
Relive will not assign its rights under this Agreement, except to an assignee who in Relive's good faith and judgment is willing and able to assume Relive's obligations under this Agreement.
5. The following sentence is added to the end of Section 32C:  
  
Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.
6. The following sentence is added to the end of Sections 22B(1) and 34E:  
  
Relive's right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.
7. Any capitalized term that is not defined in this Addendum shall have the meaning given it in the Franchise Agreement.
8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**RHODE ISLAND ADDENDUM TO THE  
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

1. Items 17v. and 17w., under the provisions entitled “Choice of forum” and “Choice of law,” shall be supplemented with the following language:

However, you may sue us in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Item 17 shall be supplemented by the addition of the following language at the end of Item 17: Section 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.”

3. 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 Rhode Island Franchise Investment Act are met independently without reference to this Addendum to the Disclosure Document.

4. The following language shall be added to the Franchise Agreement:  
Notwithstanding the above, Rhode Island franchisees are permitted to bring a lawsuit in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Amendment.

The parties hereto have duly executed this Rhode Island Amendment.

**FRANCHISOR:  
Relive Franchising LLC**

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

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

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

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

**IF FRANCHISEE IS AN ENTITY:**

**FRANCHISEE:  
NAME OF ENTITY:**

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

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

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

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

**IF FRANCHISEE IS AN INDIVIDUAL:**

**FRANCHISEE:**

\_\_\_\_\_

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

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

**FRANCHISEE:**

\_\_\_\_\_

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

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

**ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES**  
**REQUIRED BY THE STATE OF VIRGINIA**

1. Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement or development agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.
2. By statute, under § 13.1-564 of the Virginia Retail Franchising Act, it shall be unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to him by any provision contained in the franchise. Accordingly, the Division requests that the franchisor add a Virginia Addendum to the FDD containing the following statements:
3. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Relive Franchising LLC for use in the Commonwealth of Virginia shall be amended as follows:
4. Additional Disclosure. The following statements are added to Item 17.h.
5. Under 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 or development agreement does 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.
6. Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Virginia statute are met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.
7. 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.
8. **Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from \$501,250 to \$1,052,542. This amount exceeds the franchisor’s stockholder’s equity as of 12/31/2023, which is \$198,226.
9. **The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.**

**FRANCHISOR:**  
**Relive Franchising LLC**

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

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

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

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

**IF FRANCHISEE IS AN ENTITY:**

**FRANCHISEE:**

**NAME OF ENTITY:**

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

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

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

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

**IF FRANCHISEE IS AN INDIVIDUAL:**

**FRANCHISEE:**

\_\_\_\_\_

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

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

**FRANCHISEE:**

\_\_\_\_\_

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

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

## WISCONSIN

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

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.

*(Signatures on following page)*

**APPLICABLE ADDENDA**

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Applicable Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreements (if applicable) and any other specified agreement(s) entered into by us and the undersigned franchisee. To the extent any terms of an applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreement (if applicable) and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- |                                     |                                       |                                       |
|-------------------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> California | <input type="checkbox"/> Michigan     | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Hawaii     | <input type="checkbox"/> Minnesota    | <input type="checkbox"/> Virginia     |
| <input type="checkbox"/> Illinois   | <input type="checkbox"/> New York     | <input type="checkbox"/> Washington   |
| <input type="checkbox"/> Indiana    | <input type="checkbox"/> North Dakota | <input type="checkbox"/> Wisconsin    |
| <input type="checkbox"/> Maryland   | <input type="checkbox"/> Rhode Island |                                       |

Dated: \_\_\_\_\_, 202\_\_\_\_

**FRANCHISOR:**

Relive Franchising LLC

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

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

**FRANCHISEE:**

\_\_\_\_\_

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

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

## EXHIBIT F

### NON-DISCLOSURE AGREEMENT

#### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this “Agreement”) is made effective as of \_\_\_\_ the “Effective Date”), by and between Relive Franchising LLC (the “Owner”), of 838 SW Federal Hwy., Stuart, Florida 34994 and \_\_\_\_ (the “Recipient(s)”).

Information will be disclosed to the Recipient to determine whether the Recipient would like to move forward with a franchise opportunity with the Owner. The Owner has requested and the Recipient agrees that the Recipient will protect the confidential material and information which may be disclosed between the Owner and the Recipient. Therefore, the parties agree as follows:

**I. CONFIDENTIAL INFORMATION.** The term “Confidential Information” means any information or material which is proprietary to the Owner, whether or not owned or developed by the Owner, which is not generally known other than by the Owner, and which the Recipient may obtain through any direct or indirect contact with the Owner. Regardless of whether specifically identified as confidential or proprietary, Confidential Information shall include any information provided by the Owner concerning the business, technology and information of the Owner and any third party with which the Owner deals, including, without limitation, business records and plans, trade secrets, technical data, product ideas, contracts, financial information, pricing structure, discounts, computer programs and listings, source code and/or object code, copyrights and intellectual property, inventions, sales leads, strategic alliances, partners, and customer and client lists. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential.

**A. “Confidential Information”** does not include: matters of public knowledge that result from disclosure by the Owner; information rightfully received by the Recipient from a third party without a duty of confidentiality; information independently developed by the Recipient; information disclosed by operation of law; information disclosed by the Recipient with the prior written consent of the Owner; and any other information that both parties agree in writing is not confidential.

**II. PROTECTION OF CONFIDENTIAL INFORMATION.** The Recipient understands and acknowledges that the Confidential Information has been developed or obtained by the Owner by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of the Owner which provides the Owner with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the receipt by the Recipient of the Confidential Information, the Recipient agrees as follows:

**A. No Disclosure.** The Recipient will hold the Confidential Information in confidence and will not disclose the Confidential Information to any person or entity other than those of its Representatives who are activities and directly participating in assessing the franchise opportunity with the Owner without the prior written consent of the Owner. “Representatives” as used herein shall mean (i) employees of Recipient; (ii) and attorneys, accountants, or other professional business advisors, in each case who shall be informed of the confidential nature of the Confidential Information and shall agree to act in accordance with the terms of this Agreement.

**B. No Copying/Modifying.** The Recipient will not copy or modify any Confidential Information without the prior written consent of the Owner.

**C. Unauthorized Use.** The Recipient shall promptly advise the Owner if the Recipient becomes

aware of any possible unauthorized disclosure or use of the Confidential Information.

**D. Application to Employees.** The Recipient shall not disclose any Confidential Information to any employees of the Recipient, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall be provided with a copy of the Franchise Disclosure Document and sign a non-disclosure agreement substantially the same as this Agreement at the request of the Owner.

**III. UNAUTHORIZED DISCLOSURE OF INFORMATION; INJUNCTION.** If it appears that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, the Owner shall be entitled to an injunction to restrain the Recipient from disclosing the Confidential Information in whole or in part. The Owner shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**IV. NON-CIRCUMVENTION.** For a period of five (5) years after the end of the term of this Agreement, the Recipient will not attempt to do business with, or otherwise solicit any business contacts found or otherwise referred by Owner to Recipient for the purpose of circumventing, the result of which shall be to prevent the Owner from realizing or recognizing a profit, fees, or otherwise, without the specific written approval of the Owner. If such circumvention shall occur the Owner shall be entitled to any commissions due pursuant to this Agreement or relating to such transaction.

**V. RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of the Owner, the Recipient shall return to the Owner all written materials containing the Confidential Information. The Recipient shall also deliver to the Owner written statements signed by the Recipient certifying that all materials have been returned within five (5) days of receipt of the request.

**VI. RELATIONSHIP OF PARTIES.** Neither party has an obligation under this Agreement to purchase any service or item from the other party, or commercially offer any products using or incorporating the Confidential Information. This Agreement does not create any agency, partnership, or joint venture.

**VII. NO WARRANTY.** The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. THE OWNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE OWNER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. The Owner does not represent or warrant that any product or business plans disclosed to the Recipient will be marketed or carried out as disclosed, or at all. Any actions taken by the Recipient in response to the disclosure of the Confidential Information shall be solely at the risk of the Recipient.

**VIII. LIMITED LICENSE TO USE.** The Recipient shall not acquire any intellectual property rights under this Agreement except the limited right to use as set forth above. The Recipient acknowledges that, as between the Owner and the Recipient, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of the Owner, even if suggestions, comments, and/or ideas made by the Recipient are incorporated into the Confidential Information or related materials during the period of this Agreement.

**IX. INDEMNITY.** Each party agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the indemnifying party's material breach of any duty, representation, or warranty

under this Agreement.

**X. ATTORNEY'S FEES.** In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

**XI. TERM.** The obligations of this Agreement shall survive, upon the earlier of, 1 year from the Effective Date or until the Owner sends the Recipient written notice releasing the Recipient from this Agreement. After that, the Recipient must continue to protect the Confidential Information that was received during the term of this Agreement from unauthorized use or disclosure for an additional year.

**XII. GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. Any amendments must be in writing and signed by both parties. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Florida without reference to its principles on conflict of laws. Venue for any action brought pursuant to this Agreement shall be in state or federal court of Martin County, Florida. The parties agree that venue is appropriate in Martin County, Florida, waive any defense or objection based on a lack of personal jurisdiction, and waive any argue that such courts are an improper venue or inconvenient forum. This Agreement shall not be assignable by Recipient. Neither party may delegate its duties under this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties and their heirs, beneficiaries, executors, administrators, legal representatives, successors, and assigns. The confidentiality provisions of this Agreement shall remain in full force and effect at all times in accordance with the term of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and construed so as to best effectuate the original intent and purpose of this Agreement.

**XIII. WHISTLEBLOWER PROTECTION.** This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**XIV. SIGNATORIES.** This Agreement shall be executed by Kameron Harris, Chief of Operations, on behalf of Relive Franchising LLC and \_\_\_\_\_ and delivered in the manner prescribed by law as of the Effective Date.

**OWNER:** Relive Franchising LLC

**By:** \_\_\_\_\_  
Kameron Harris

**RECIPIENT:**  
\_\_\_\_\_

**EXHIBIT G**

**OUTLETS AS OF DECEMBER 31, 2023**

**Franchisees:**

<b>The following tables lists franchisees that were open as of December 31, 2023</b>	
R3VIVE Delray Beach, LLC (Delray) 31 SE 4th Avenue Delray Beach, FL 33487 (561) 601-0100	Revive Lounge LLC (DMV) 26 Grand Corner Avenue Gaithersburg, MD 20878 (301) 545-2148
Dripp Factor, LLC (Viera) 2338 Citadel Way, Ste. 105 Melbourne, FL 32940 (321) 507-4722	Revive IV MN PLLC (Lakeville) 17713 Kenwood Trail #6 Lakeville, MN 55044 (952) 595-6061
Revive Tradition LLC (Tradition) 11562 SW Village Pkwy Port St. Lucie, FL 34987 (772) 272-8866	EPG Optimize NJ OE One LLC (East Rutherford) 110 Route 17 N East Rutherford, NJ 07073 (201) 266-2669
Wellington IV LLC (Wellington) 2605 South State Road 7, Unit 420 Wellington, FL 33414 (561) 360-3520	Revive Franklin, LLC (Franklin) 112 Rand Place Suite 120 Franklin, TN 37064 (615) 703-2979
RH Investment I LLC (Winter Park) 354 W. Fairbanks Avenue Winterpark, FL 32789 (407) 807-0037	Relive Hendersonville, LLC (Hendersonville) 165 Indian Lake Blvd., Suite #109 Hendersonville, TN 37075 (615) 713-5590
EPG Optimize GA OE One LLC (Chamblee) 5001 Peachtree Blvd., Suite 605 Chamblee, GA 33041 (770) 415-3554	Arete Performance Group LLC (Corpus Christi) 7042 South Staples St., Suite #105 Corpus Christi, TX 78413 (361) 452-3236

<b>The following table lists franchisees with signed franchise agreements that were not open as of December 31, 2023</b>	
* Indicates that the entity executed 2 franchise agreements * Indicates that the entity executed 3 franchise agreements ** Indicates that the entity executed 5 franchise agreements	
EPG Optimize NY AR LLC* 250 West 57th Street, Suite 920	EPG Optimize FL AR LLC* 250 West 57 <sup>th</sup> Street, Suite 920

<p>New York, NY 10107 (929) 888-977 Site Search Area: New York</p>	<p>New York, NY 10107 (929) 888-9778 Site Search Area: West Coast of Florida</p>
<p>EPG Optimize NJ AR LLC* 250 West 57<sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: New Jersey</p>	<p>EPG Optimize CO AR LLC* 250 West 57<sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Colorado</p>
<p>EPG Optimize CT AR LLC* 250 West 57<sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Connecticut</p>	<p>EPG Optimize NC AR LLC* 250 West 57<sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: North Carolina</p>
<p>EPG Optimize SC AR LLC 250 West 57<sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: District of Columbia</p>	<p>EPG Optimize VA AR LLC* 250 West 57<sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Virginia</p>
<p>EPG Optimize DC AR LLC* 250 West 57<sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Georgia</p>	<p>EPG Optimize MD AR LLC* 250 West 57<sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Maryland</p>
<p>EPG Optimize GA AR LLC* 250 West 57<sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Flower Mound, TX</p>	<p>Relive Hendersonville LLC** 105 Breakwater N Hendersonville, TN 37075 (615) 713-5590 Site Search Area: Texas</p>
<p>JW Health LLC 801 NE Town Ter. Jensen Beach, FL 34957 (772) 359-2254 Site Search Area: New Jersey</p>	<p>RL Houston 1, LLC 5712 Val Verde St. Houston, TX 77057 (713) 590-5900</p>
<p>RL Houston 2, LLC 5712 Val Verde St. Houston, TX 77057 (713) 590-5900 Site Search Area: Texas</p>	<p>RL Houston 3, LLC 5712 Val Verde St. Houston, TX 77057 (713) 590-5900 Site Search Area: Texas</p>
<p>RH Philadelphia 1, LLC 5712 Val Verde St. Houston, TX 77057</p>	<p>Lock Family Holding Inc.*** 909 E. Market Square Northlake, TX 76247</p>

(732) 762-5024 Site Search Area: Pennsylvania	(214) 725-0477 Site Search Area: Fort Worth/Dallas, TX metropolitan area
Coastal Pulse LLC 2338 Citadel Way, Suite 105 Melbourne, FL 32940 (321) 507-4722 Site Search Area: Space Coast/Jacksonville, FL	Aeon Capital Ventures #1, LLC 3 Island Avenue, Unit 3C Miami Beach, FL 33139 (917) 407-3330 Site Search Area: Miami-Dade/South Broward County, FL
JW Health Frisco LLC 801 NE Town Ter. Jensen Beach, FL 34957 (772) 359-2254 Site Search Area: Frisco, TX	JW Health McKinney LLC 801 NE Town Ter. Jensen Beach, FL 34957 (772) 359-2254 Site Search Area: McKinney, TX

<b>The following table lists former franchisees who left the system during the prior fiscal year</b>	
D&R Wellness Winter Park, LLC (407) 301-0006	James Scribner (240)-751-3989

**EXHIBIT H**

**HIPPA BUSINESS ASSOCIATE AGREEMENT**

## **HIPAA BUSINESS ASSOCIATE AGREEMENT**

### **1. PREAMBLE AND DEFINITIONS.**

1.1 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”), [FRANCHISEE ENTITY] on behalf of itself, its subsidiaries, and other corporate affiliates including its franchisees (“**Covered Entity**”) and [VENDOR], or any of its corporate affiliates (“**Business Associate**”), a [STATE] limited liability company, enter into this Business Associate Agreement (“**BAA**”) as of the last date that a party signs below (the “**Effective Date**”) that addresses the HIPAA requirements with respect to “business associates,” as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 (“**HIPAA Rules**”). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.2 BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information (“**PHI**”) (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity.

1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the “**HITECH Act**”) and under the American Recovery and Reinvestment Act of 2009 (“**ARRA**”), this BAA also reflects federal breach notification requirements imposed on Business Associate when “Unsecured PHI” (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.

1.4 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.

1.5 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the “**Privacy Rule**”) as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

### **2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.**

2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.

2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA’s requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4 The Business Associate agrees to the following breach notification requirements:

(a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within seven (7) calendar days of “discovery” within the meaning of the HITECH Act. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. Business Associate also shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes available. Business Associate’s notification of a Breach of Unsecured PHI under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules, and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) In the event of Business Associate’s use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

2.5 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Business Associate agrees to make available PHI in a Designated Record Set to the covered entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.524.

(a) Business Associate agrees to comply with an individual’s request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

(b) Business Associate agrees to charge fees related to providing individuals access to their PHI in accordance with 45 C.F.R. § 164.524(c)(4).

(c) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a “limited data set” as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.

2.7 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or to take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.526.

2.8 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.528.

2.9 Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received

from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).

2.10 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

2.11 Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("**EHR**") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested from Covered Entity.

(d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011, or the date that it acquires the EHR.

2.12 Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5), and

only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for “treatment, payment, and health care operations,” in accordance with the Privacy Rule.

3.2 Business Associate may use or disclose PHI as Required By Law.

3.3 Business Associate agrees to make uses and disclosures and requests for PHI Consistent with Covered Entity’s policies and procedures.

3.4 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

#### **4. OBLIGATIONS OF COVERED ENTITY.**

4.1 Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate’s use or disclosure of PHI.

(b) Notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate’s permitted or required uses and disclosures of PHI under this BAA.

4.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 3 of this BAA.

#### **5. COMPLIANCE WITH SECURITY RULE.**

5.1 Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term “**Electronic Health Record**” or “**EHR**” as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

5.2 In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the

foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

(b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

(c) Report to the Covered Entity any Security Incident of which it becomes aware.

## **6. INDEMNIFICATION.**

b. Business Associate shall indemnify, defend, and hold harmless the Covered Entity and Covered Entity's affiliates including its franchisees ("Indemnified Parties"), from and against any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorney's fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 2.4, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.

c. Notwithstanding the foregoing, nothing in this Section shall limit any rights that any of the Indemnified Parties may have to additional remedies under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

## **7. TERM AND TERMINATION.**

7.1 This BAA shall be in effect as of the Effective Date, and shall terminate on the earlier of the date that:

(a) Either party terminates for cause as authorized under Section 7.2.

(b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return PHI, protections are extended in accordance with Section 7.3.

7.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed 30 days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and any agreements between Covered Entity and Business Associate upon written notice to the other party.

7.3 Upon termination of this BAA for any reason, the parties agree that Business Associate shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. The PHI shall be returned in a format that is reasonably expected to preserve its accessibility and usability. Business Associate shall retain no copies of the PHI.

7.4 The obligations of Business Associate under this Section 7 shall survive the termination of this BAA.

## **8. MISCELLANEOUS.**

8.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the Consolidated Appropriations Act, 2021 (CAA-21), the HIPAA Rules, and any other applicable law.

8.2 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.

8.3 This BAA shall be interpreted in the following manner:

(c) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.

(d) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.

(e) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.

8.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the any agreement between Covered Entity and Business Associate imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

8.5 This BAA will be binding on the successors and assigns of the Covered Entity and its affiliates including its franchisees and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

8.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.

8.7 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of the State of Tennessee.

The parties hereto have executed this BAA as of the Effective Date.

[COVERED ENTITY]

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

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

\_\_\_\_\_

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

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

[BUSINESS ASSOCIATE]

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

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

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

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

**EXHIBIT I**

**FRANCHISEE ACKNOWLEDGEMENT STATEMENT**

## FRANCHISEE ACKNOWLEDGEMENT STATEMENT

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement. Notify the Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

**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.**

Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement have been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

\_\_\_\_\_  
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

\_\_\_\_\_  
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

\_\_\_\_\_  
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

\_\_\_\_\_  
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

\_\_\_\_\_  
Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

\_\_\_\_\_  
Initial

7. Franchisee acknowledges that it has received the Relive Franchising LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

\_\_\_\_\_  
Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

\_\_\_\_\_  
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

\_\_\_\_\_  
Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

\_\_\_\_\_  
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

\_\_\_\_\_  
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE RELIVE FRANCHISING LLC, AND THEIR PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT

NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

\_\_\_\_\_  
Initial

FRANCHISEE (Entity):

\_\_\_\_\_

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

\_\_\_\_\_  
(Print Name, Title)

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

FRANCHISEE (Principal):

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

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

FRANCHISEE (Principal):

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

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

**EXHIBIT J**

**LIST OF AREA REPRESENTATIVES**

Area Representatives with an outlet opened as of December 31, 2023:

<b><u>Florida – Orlando</u></b> RH Holdings CFL LLC 25 Johnson Avenue Ronkonkoma, NY 11779 (407) 807-0037	<b><u>Florida – Space Coast and Jacksonville</u></b> 2338 Citadel Way, Suite 105 Melbourne, FL 32940 (321) 507-4722
<b><u>Georgia</u></b> EPG Optimize GA AR LLC 250 West 57 <sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778	<b><u>New Jersey</u></b> EPG Optimize NJ AR LLC 250 West 57 <sup>th</sup> Street, Suite 920 New York, NY 10107 (929) 888-9778
<b><u>Tennessee</u></b> Relive Tennessee, LLC 112 Rand Place Franklin, TN 37064 (615) 703-2979	

## STATE EFFECTIVE DATES

The following states 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 Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

<b><u>STATE</u></b>	<b><u>EFFECTIVE DATE</u></b>
California	(not registered)
Hawaii	(not registered)
Illinois	Pending
Indiana	July 17, 2024
Maryland	Pending
Michigan	Pending
Minnesota	July 8, 2024
New York	(not registered)
North Dakota	(not registered)
Rhode Island	August 2, 2024
South Dakota	(not registered)
Virginia	July 31, 2024
Washington	(not registered)
Wisconsin	April 30, 2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**RECEIPT**

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Relive Franchising 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 you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Relive Franchising 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit B.

The name and principal business address and telephone number of each franchise seller offering the franchise is: Domenic Iacovone (our Founder), Jerome Kern (our Partner), Gina Iacovone (our Chief Executive Officer), Kameron Harris (our Chief of Operations), Margaret Lai, Esq. (our Chief Legal Officer) and Manny Ceara (Franchise Sales). The principal business address and telephone number for these individuals is 838 SW Federal Highway, Stuart, Florida 34994 and (772) 631-7266.

Please see Exhibit J for the name, address and telephone number of the Area Representative for your market, if any.

Issuance Date: April 29, 2024, amended September 13, 2024.

I received a Disclosure Document dated April 29, 2024, amended September 13, 2024., that included the following Exhibits

- EXHIBIT A: Franchise Agreement
- EXHIBIT B: Agencies/Agents for Service of Process
- EXHIBIT C: Operations Manual Table of Contents
- EXHIBIT D: Financial Statements of Relive Franchising LLC
- EXHIBIT E: State-Specific FDD and Agreement Addenda
- EXHIBIT F: Non-Disclosure Agreement
- EXHIBIT G: Outlets as of December31, 2023
- EXHIBIT H: HIPAA Business Associate Agreement
- EXHIBIT I: Franchisee Acknowledgement Statement
- EXHIBIT J: List of Area Representatives

Date Received: \_\_\_\_\_  
(If other than date signed)

DATE: \_\_\_\_\_

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

Print Address: \_\_\_\_\_

City, State: \_\_\_\_\_

\_\_\_\_\_  
(Signature of recipient)

**KEEP FOR YOUR RECORDS**

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Date Received: \_\_\_\_\_  
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Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

City, State: \_\_\_\_\_

\_\_\_\_\_  
(Signature of recipient)

Please return signed receipt to Relive Franchising LLC, 838 SW Federal Highway, Stuart, Florida 34994