

FRANCHISE DISCLOSURE DOCUMENT



Relive Franchising LLC
a Florida limited liability company
2300 SW Gateway Place
Stuart, Florida 34997
(772) 631-7266
www.relivehealth.com

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 \$521,000 to \$962,383. 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, 2300 SW Gateway Place, Stuart, Florida 34997, email: 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 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, 2025.

How to Use This Franchise Disclosure Document

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

| QUESTION | WHERE TO FIND INFORMATION |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| How much can I earn? | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G. |
| How much will I need to invest? | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| Does the franchisor have the financial ability to provide support to my business? | Item 21 or Exhibit D includes financial statements. Review these statements carefully. |
| Is the franchise system stable, growing, or shrinking? | Item 20 summarizes the recent history of the number of company-owned and franchised outlets. |
| Will my business be the only Relive Health Center in my area? | Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| Does the franchisor have a troubled legal history? | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| What’s it like to be a Relive franchisee? | Item 20 or Exhibit G list current and former franchisees. You can contact them to ask about their experiences. |
| What else should I know? | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

What You 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.
7. **Inventory/Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

FRANCHISE DISCLOSURE DOCUMENT
TABLE OF CONTENTS

| <u>ITEM</u> | <u>PAGE</u> |
|-----------------------------------------------------------------------------------------------------|--------------------|
| Item 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES | 9 |
| Item 2 BUSINESS EXPERIENCE | 12 |
| Item 3 LITIGATION | 13 |
| Item 4 BANKRUPTCY | 14 |
| Item 5 INITIAL FEES | 15 |
| Item 6 OTHER FEES | 15 |
| Item 7 ESTIMATED INITIAL INVESTMENT | 17 |
| Item 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES | 20 |
| Item 9 FRANCHISEE’S OBLIGATIONS | 24 |
| Item 10 FINANCING | 25 |
| Item 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING | 25 |
| Item 12 TERRITORY | 38 |
| Item 13 TRADEMARKS | 39 |
| Item 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION | 42 |
| Item 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS | 42 |
| Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL | 43 |
| Item 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION | 43 |
| Item 18 PUBLIC FIGURES | 46 |
| Item 19 FINANCIAL PERFORMANCE REPRESENTATIONS | 46 |
| Item 20 OUTLETS AND FRANCHISEE INFORMATION | 48 |
| Item 21 FINANCIAL STATEMENTS | 51 |
| Item 22 CONTRACTS | 51 |
| Item 23 RECEIPT | 52 |

List of Exhibits

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

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 82300 SW Gateway Place, Stuart, Florida 34997. 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, 2024, there are 9 open franchises for Area Representative Businesses, and 9 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. Exhibit 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 April 2022. 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, and was formed on July 26, 2023.

Our affiliate Revive MD Supplement Company, LLC (“Revive MD”) is a Florida limited liability company with a principal business address of 2300 SW Gateway Place, Suite 140, Stuart, FL 34997, and was formed on August 28, 2019. 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.

Chief Financial Officer: Gregory Hedger

Mr. Hedger has been our Chief Financial Officer since March 2025. Previously, Mr. Hedger was our Acting Chief Financial Officer through Grassi Franchise Services LLC, where he was 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.

VP of Operations: Ted Bell

Mr. Bell has been our VP of Operations since July 2024. Nov. 2023 to July 2024, he held the position of Regional Director of Operations for Relive. From January 2022 to April 2023, he held the position of Division Director for W. Lee Flowers Corp. for the territories of South Carolina and Georgia. Prior to that, he was Senior Director of Operations for the Massachusetts territory for BJs Wholesale Club.

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.

Director of Franchise Support: Stephanie Emich

Ms. Emich has served as our Director of Franchise Support since July 2024. She brings over 15 years of

Relive Unit FDD 2025 A1

experience in the spa, salon, and fitness industries, including her role as a Regional Manager at Hand & Stone Massage and Facial Spas. With a strong background in operations management, customer experience, and team leadership, she specializes in driving business growth and franchise success. At Relive, Stephanie is dedicated to optimizing efficiency, ensuring brand consistency, and providing unwavering support to our franchisees.

Director of Franchise Support: Kenny McDowell

Kenny McDowell has been with Relive since October 2019. In his current role as Franchise Support, which he began in March 2025, he is responsible for supporting both new and existing franchise locations to optimize business operations. His work includes providing training to staff, assisting with corporate projects and implementations, and ensuring operational success across franchise locations.

From April 2024 to March 2025, he served as Area Operations Manager for Tennessee, where he contributed to operational initiatives and supported regional performance, ensuring alignment with company standards and objectives.

Prior to that, from October 2022 to April 2024, he worked in Franchise Operations, overseeing various aspects of franchise operations to ensure consistency and excellence. He transitioned to Client Advocate in April 2020, focusing on building and maintaining relationships with clients to enhance customer satisfaction and loyalty. Earlier, in October 2019, he began his career at Relive in Lead Management, where he was responsible for managing the lead pipeline and supporting the company's growth initiatives.

Director of Learning and Development: Nadia Symanowicz

Nadia Szymanowicz has served as our Director of Learning and Development since October 2022. Previously, she was with Relive from its inception in 2017 as a Front of House Coordinator. A graduate in Healthcare Management, Nadia excels in leading staff onboarding and crafting role-specific training curriculums that elevate the services and treatments offered by Relive Health. She designs and implements comprehensive training programs across services, software, systems, and processes, while also overseeing franchisee onboarding and standard operating procedures. Renowned for aligning learning initiatives with organizational goals and identifying skill gaps, Nadia spearheads cross-functional teams and leverages e-learning and virtual training environments to deliver transformative, industry-leading training experiences.

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.

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. All other franchise agreements that were signed in 2024 were either (i) for \$75,000, (ii) \$50,000 if not the first franchise agreement executed by a multi-unit operator, or (iii) as part of the purchase of a territory by an Area Representative. As it relates to (iii), 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.

During our fiscal year ended December 31, 2024, we did not waive any initial franchise fees. We discounted one franchisee’s fee by 1/3. No other franchise fees were discounted in 2024.

ITEM 6 OTHER FEES

| Type of Fee ¹ | Amount | Due Date | Remarks |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Royalty | 6.0% of monthly Gross Sales | 10th 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. ⁶ |
| <u>Total Marketing Obligation</u> ² National Marketing Fund Contribution Regional Marketing Fund Contribution ³ Regional Co-op Fee ³ Local Health Center Marketing ⁴ | The greater of \$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). Local and Marketing Funds will not exceed a 1% increase annually. | Same as royalty fees (National Marketing Fund Contribution and Regional Marketing Fund Contribution) As determined by Co-op (Regional Co-op Fee) As incurred (Local Health Center Marketing) | 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. The amounts due for Local Health Center Marketing are payable to appropriate vendors at their specified rate. |

| Type of Fee¹ | Amount | Due Date | Remarks |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 ⁵ | 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 |
| 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 ⁶ | Then-current fee (currently \$399 per month, plus \$0.0285 per SMS fee, \$0.00243 per email, \$.0306/minute per receiving call, \$.0504/minute per outgoing call) | 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 ⁷ | \$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. |
| Liquidated Damages – Violation of Confidentiality or Non-Competition Covenants | \$100,000, plus our attorneys' fees | Per Occurrence | Payable to us if you violate the confidentiality and/or non-competition covenants in the Franchise Agreement |

NOTES

¹ 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.

² 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.

³ 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.

⁴ 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.

⁵ 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.

⁶ 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 \$0.0285 per 160-character segment and an email fee of \$0.00243 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.

⁷ 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 ¹ | \$75,000 | \$75,000 | Wire Transfer or Check | Upon signing the Franchise Agreement | Us |
| Real Estate/Rent ² | \$4,500 | \$24,461 | As Arranged | Before Beginning Operations | Lessor |

| Type of Expenditure | Amount | | Method of Payment | When Due | To Whom Payment Is To Be Made |
|------------------------------------------------------------|------------------------------|-----------|-------------------|---------------------------------------|--------------------------------------------------|
| | | | | | |
| Lease Deposit ² | \$9,000 | \$48,922 | As Arranged | Before Beginning Operations | Lessor |
| Leasehold Improvements ³ | \$150,000 | \$450,000 | As Arranged | Before Beginning Operations | Third Parties, Contractors |
| Furniture, Fixtures and Equipment ⁴ | \$75,000 | \$200,000 | As Arranged | Before Beginning Operations | Designated suppliers |
| Opening Advertising ⁵ | \$10,000 | \$20,000 | As Arranged | Before and After Beginning Operations | Designated suppliers |
| Initial Training ⁶ | \$10,000 | \$50,000 | As Arranged | Before Beginning Operations | Your employees, transportation, food and lodging |
| Start-up Supplies and Inventory ⁷ | \$20,000 | \$40,000 | As Arranged | Before Beginning Operations | Third Party Suppliers |
| Utility Deposits ⁸ | \$500 | \$2,000 | As Arranged | Before Beginning Operations | Utilities |
| Business Licenses ⁹ | \$1,000 | \$2,000 | Lump Sum | Before Beginning Operations | Governmental authorities |
| Legal & Accounting ¹⁰ | \$5,000 | \$25,000 | As Arranged | Before and After Beginning Operations | Attorney, Accountant |
| Insurance ¹¹ | \$1,000 | \$5,000 | As Arranged | Before Beginning Operations | Third Parties |
| Signage ¹² | \$10,000 | \$20,000 | As Arranged | Before Beginning Operations | Third-Party Signage Company |
| Additional Funds (Initial Period – 3 months) ¹³ | \$150,000 | \$240,000 | As Arranged | As Necessary | Various |
| TOTAL¹⁴ | \$521,000 - \$962,383 | | | | |

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. This estimate includes 2 months lease deposit and 1 month rent for a typical Health Center which will range in size from 1,400 to 2,500 square feet. The high side of the estimate is for our flagship location in New York City, New York which has 6,000 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. You may also incur real estate broker fees, common area maintenance (CAM) fees, real estate taxes and insurance costs, advertising or promotional fund fees or other costs, depending on the terms of your lease. Pre-paid rent is generally non-refundable while security or other deposits may be refundable either in full or in part depending upon your lease or rental contract.
- (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 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, 2024, DMG received \$331,472.17 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, 2024, Revive MD received \$33,408.04 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 Bizvue 360 as your payment solutions vendor. During the fiscal year that ended December 31, 2024, we did not receive any monies from Bizvue 360 due to our franchisees utilizing Bizvue 360’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, 2024, we received \$396,461.36 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, 2024, we received \$2,042.00 from InBody associated with our franchisees purchasing devices from InBody.

Brotherdale Holdings LLC, is our preferred vendor for marketing services. We receive a 5% rebate from Brotherdale. We received \$4,118.85 from Brotherdale during the fiscal year ending December 31, 2024. We received \$3,602.76 from HMTM Enterprises LLC in the fiscal year ending December 31, 2024 with HMTM being the predecessor-in-interest to Brotherdale.

Aroluxe Marketing, LLC, is our preferred vendor for social media content, blogs, and SEO. We contractually may receive a 5% rebate from Aroluxe. We did not receive any rebates from Aroluxe in 2024.

Merz North America, LLC is a preferred vendor for injectables and neuromodulators. We received a rebate of \$1,267.75 in 2024.

You are required to purchase certain aesthetics consumables and machines from a certain designated supplier. We received rebates in the amount of \$23,133.07 in 2024 for these required purchases.

You are required to use Access Medical Laboratories, LLC for all of your lab work. Access Medical is the
Relive Unit FDD 2025 A1

only approved supplier for lab work. You may use another lab only in the event that Access Medical does not service your state. We received a rebate of \$3,009.00 in 2024.

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 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., as permitted by state law, including the following:

| Policy Type | Minimum Coverage |
|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Professional Liability/Medical Malpractice Insurance (including Peer Review, Regulatory Wrongful Acts, License Defense, Subpoena Assistance) | \$1,000,000 per occurrence and \$2,000,000 in the aggregate |
| Sexual Abuse / Molestation Insurance | \$1,000,000 per occurrence and \$1,000,000 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 |
| Cyber Liability (Network Security & Data Privacy Liability) | \$1,000,000 per occurrence and \$1,000,000 in the aggregate |
| First Party Privacy Breach Expenses | \$200,000 per occurrence and \$200,000 in the aggregate |
| HIPAA | \$500,000 per occurrence and \$500,000 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 12 months |
| Employer’s Liability Insurance | \$1,000,000 per occurrence and \$1,000,000 in the aggregate |
| 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 |
| 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 |

| Obligation | Section In Franchise Agreement (FA) | Disclosure Document Item |
|---------------------------------------------------------|---------------------------------------------------------|--------------------------|
| 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 our last fiscal year end is attached as Exhibit 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 Exhibit 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 our last fiscal year end, we had not 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 our last fiscal year end, we had not 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; (iv) 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 3.5% 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 \$399 per month, per location, and is paid directly to DMG. You must also pay an SMS fee of \$0.0285 per 160-character segment and an email fee of \$0.00243 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

Nadia Symanowicz, Manny Ceara, Ted Bell and Gina Iacovone, whose biographical information is in Item 2, oversees our training program. Our instructors have at least 2 years of experience in the industry and over 2 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 |
|-----------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------|--------------------------------|
| 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 | 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 |
| 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 |

| Subject | Number of Hours of Classroom Training | Number of Hours of On-the-Job Training | Location |
|--------------------------------------|----------------------------------------------|-----------------------------------------------|-----------------|
| 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

| Subject | Number of Hours of Classroom Training | Number of Hours of On-the-Job Training | Location |
|-------------------------------------------------------|----------------------------------------------|-----------------------------------------------|-----------------|
| 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 |
| 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:

⁽¹⁾ 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)

| Subject | Number of Hours of Classroom Training | Number of Hours of On-the-Job Training | Location |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------|-------------------------------------------|
| 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 Hyperdilute Biostimulatory Fillers. Radiesse, Radiesse+, Belotero, Hyperdilute CaHA on and off Label | Ongoing | As Required to Demonstrate Competency | Relive Health Location |
| 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) |

| Subject | Number of Hours of Classroom Training | Number of Hours of On-the-Job Training | Location |
|----------------|----------------------------------------------|-----------------------------------------------|-----------------|
| Total | 18.5-26.5 | | |

Medical Aesthetician

| 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 | 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 & Documentation | 4 | As Required to Demonstrate Competency | Stuart, FL |
| 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 | 10 | As Required to Demonstrate | Online/On-Site |

| O/ On Site/ Online Training | | Competency | 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 our last fiscal year end, 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 3-mile radius, or a 1-mile radius in densely populated urban areas. 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 |
|-------------------------------------------------------------------------------------|---------------|-------------------|-----------|
| 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 |

| |
|-------------------------------------------------------------------------------------|
| COMMON LAW MARKS |
|  |

Common Law Rights

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 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.

| Provision | Section in the Franchise Agreement | Summary |
|--------------------------------------------------|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 notice of termination. |
| e. Termination by us without cause | Not applicable | |
| 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 |

| Provision | Section in the Franchise Agreement | Summary |
|---------------------------------------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 |
| 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. Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. 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 |

| Provision | Section in the Franchise Agreement | Summary |
|---------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | 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, 2024, our fiscal year end, we had 1 company-owned and 24 franchised outlets open and operating. This financial performance representation includes the results of our 1 company-owned outlets and 13 franchised outlets. The Palm Beach Gardens, Florida outlet operated as a company owned outlet in the beginning of 2024 and was later acquired and operated as a franchise outlet the balance of the year. We have excluded 11 franchised outlets that opened in 2024 and would not present a full 12 months of financial representations.

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

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 to 2024

| State | Year | Number of Transfers |
|--------------|-------------|---------------------|
| Florida | 2022 | 1 |
| | 2023 | 1 |
| | 2024 | 0 |
| Maryland | 2022 | 0 |
| | 2023 | 1 |
| | 2024 | 0 |
| Total | 2022 | 1 |
| | 2023 | 2 |
| | 2024 | 0 |

Table No. 3
Status of Franchised Outlets
For Years 2022 to 2024

| 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 ⁽¹⁾ |
|----------------|------|--------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|-------------------------------------------|
| Florida | 2022 | 2 | 3 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 2 | 0 | 0 | 0 | 0 | 7 |
| Georgia | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Maryland | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Minnesota | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| New Jersey | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| New York | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| North Carolina | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Tennessee | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 2 | 0 | 0 | 0 | 0 | 4 |
| Texas | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

| | | | | | | | | |
|--------------|-------------|-----------|-----------|----------|----------|----------|----------|-----------|
| | 2024 | 1 | 3 | 0 | 0 | 0 | 0 | 4 |
| TOTAL | 2022 | 5 | 3 | 0 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 4 | 0 | 0 | 0 | 0 | 12 |
| | 2024 | 12 | 12 | 0 | 0 | 0 | 0 | 24 |

**Table No. 4
Status of Company-Owned Outlets For Years 2022 to 2024**

| 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 ⁽¹⁾ |
|--------------|-------------|------------------------------|----------------|------------------------------------|----------------------------------------|----------------------------|-------------------------------------------|
| Florida | 2022 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 1 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 1 | 1 |
| New York | 2022 | 1 | 0 | 0 | 1 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | 2022 | 4 | 0 | 0 | 1 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 1 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 1 | 1 |

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

**Table No. 5
Projected Openings as of December 31, 2024**

| 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 |
|----------------------|---------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------|
| Arizona | 1 | 1 | 0 |
| Colorado | 2 | 0 | 0 |
| Connecticut | 2 | 0 | 0 |
| District of Columbia | 2 | 0 | 0 |
| Florida | 4 | 3 | 0 |
| Georgia | 0 | 2 | 0 |
| Maryland | 2 | 0 | 0 |
| North Carolina | 1 | 0 | 0 |
| New Jersey | 1 | 3 | 0 |
| New York | 1 | 0 | 0 |
| Pennsylvania | 2 | 2 | 0 |
| South Carolina | 1 | 0 | 0 |
| Tennessee | 2 | 1 | 0 |
| Texas | 13 | 2 | 0 |
| Virginia | 2 | 1 | 0 |

| 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 |
|--------------|---------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------|
| Total | 36 | 15 | 0 |

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.

Exhibit 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 18 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 Exhibit D are the following financial statements:

The balance sheet as of December 31, 2024, December 31, 2023, and December 31, 2022, and statements of operations and members’ equity, and cash flows for the years ended December 31, 2024, December 31, 2023, and December 31, 2022, 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 February 28, 2025.

Our fiscal year end is December 31st.

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 J – 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



Relive Franchising LLC
AREA REPRESENTATIVE AGREEMENT

Area Representative Name:

Effective Date:

Territory:

**RELIVE AREA REPRESENTATIVE AGREEMENT
TABLE OF CONTENTS**

| | <u>Page</u> |
|-----------------------------------------------------------------|-------------|
| 1. GRANT OF FRANCHISE..... | 2 |
| 2. TERM | 5 |
| 3. FEES AND COMPENSATION..... | 7 |
| 4. FRANCHISE DEVELOPMENT..... | 10 |
| 5. DISCLOSURE AND REGISTRATION..... | 10 |
| 6. TRAINING | 13 |
| 7. SERVICE OBLIGATIONS | 14 |
| 8. OPERATION OF THE AR BUSINESS | 19 |
| 9. MARKETING | 25 |
| 10. TRANSFER..... | 27 |
| 11. DEATH OR DISABILITY..... | 32 |
| 12. INTELLECTUAL PROPERTY | 32 |
| 13. CONFIDENTIAL INFORMATION..... | 34 |
| 14. NON-COMPETE | 37 |
| 15. TERMINATION OF AGREEMENT | 39 |
| 16. EFFECT OF TERMINATION OR EXPIRATION OF THIS AGREEMENT | 43 |
| 17. INDEMNIFICATION AND INSURANCE | 45 |
| 18. AGREEMENT AND INTERPRETATION | 47 |
| 19. INDEPENDENT CONTRACTOR..... | 48 |
| 20. DISPUTE RESOLUTION..... | 48 |
| 32. MISCELLANEOUS | 51 |
| 22. REPRESENTATIONS AND ACKNOWLEDGEMENTS..... | 53 |

APPENDICES

APPENDIX A – AREA REPRESENTATIVE SPECIFIC TERMS

APPENDIX B – DEVELOPMENT SCHEDULE

APPENDIX C – GUARANTY OF PERFORMANCE

APPENDIX D – NONDISCLOSURE AND NONCOMPETITION AGREEMENT

AREA REPRESENTATIVE AGREEMENT

THIS AREA REPRESENTATIVE AGREEMENT (“**Agreement**”) is made and entered into as of the date set forth on Appendix A of this Agreement (the “**Effective Date**”) (Appendix A and all appendices and schedules attached to this Agreement are hereby incorporated by this reference) by and between Relive Franchising LLC, a Florida limited liability company whose principal business address is 2300 SW Gateway Place, Stuart, FL 34997 (“**we**,” “**us**,” or “**our**”), and the person or Entity identified on Appendix A as the Area Representative (“**you**” or “**your**”).

Relive owns, and has expended a considerable amount of time, skill, effort and money to develop, a unique and distinctive proprietary system (“**System**”) relating to the development, establishment and operation of community medical health center businesses (“**Relive Businesses**” and “**Health Centers**”), which various services in the support of anti-aging, to include vitamin infusions/hydration, vitamin booster shots, ozone therapy, HRT regimen, regenerative medicine, cryotherapy, Med Spa services and aesthetics. The System is used for developing and operating Relive area representative businesses that assist in developing, operating, selling, and supporting Health Centers (as defined below) (“**AR Businesses**”).

The distinguishing characteristics of the System include, without limitation, uniform and distinctive building designs, interior and exterior layout and trade dress; standards and specifications for equipment, equipment layouts and supplies; operating procedures; and cost controls, recordkeeping and reporting, personnel management, purchasing, sales, promotion and advertising. Relive may change, improve and further develop the System and its components from time to time.

Relive Franchising LLC (“**Relive**”), a Florida limited liability company owns all right, title and interest in the names “Relive[®],” “Relive Health” and the other names, trademarks, service marks, logos, insignias, slogans, emblems, symbols and designs (collectively, “**Marks**”) used in connection with the operation of Relive Businesses.

Relive identifies the System by means of certain Marks that Relive has designated, or may in the future designate, for use with the System. Relive may modify the Marks to be used with the System from time to time.

Relive continues to develop, use and control the use of the Marks in order to identify to the public the source of products and services marketed under the Marks and the System and to represent the System’s high standards of quality, appearance and service.

As used in this Agreement, “**Affiliate**” as used with respect to you or us, means any entity directly or indirectly owned or controlled by, under common control with, or owning or controlling, you or us (as applicable). For purposes of this definition, “**control**” of an entity means ownership or control of a majority of the voting ownership of the entity or any combination of voting ownership and/or one or more agreements that together afford control of the management and policies of such entity.

The high quality of standard Health Centers operating under the System and the Marks are referred to as “**Health Centers**,” and include (i) Health Centers owned and operated by us or our Affiliates (“**Company Owned Health Centers**”), and (ii) Health Centers owned and operated by third-party franchisees, which might include your Affiliates (“**Franchised Health Centers**”).

We have developed a franchise program in which we offer, in our sole discretion, qualified third parties (“**Franchisees**”) the opportunity to enter into a franchise agreement (including all related exhibits, riders, addenda, amendments and guarantees) with us (“**Franchise Agreement**”) in which we grant the Franchisee

the right to establish and operate a Franchised Health Center using the Marks and the System (a “**Franchise**”). You wish to establish and operate an AR Business in the territory described in **Appendix A** (the “**Territory**”) in which you, as a Relive area representative (“**Area Representative**”), will have the right to use the Marks and the System in the Territory solely to recruit and screen individuals interested in purchasing Franchises from us (“**Prospects**”) for the development and operation of Franchised Health Centers in the Territory and to assist us in providing certain support and services to Franchisees located in your Territory. We are willing to grant to you a license to establish and operate the AR Business on the terms and conditions of this Agreement.

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

1. GRANT OF FRANCHISE.

(a) **Rights Granted.** Upon the terms and conditions of this Agreement, we grant to you a license (the “License”) to operate one AR Business in the Territory. Your License gives you the following rights and obligations:

(i) to actively and continually solicit in the Territory Prospects to purchase Franchises for the development and operation of Franchised Health Centers to be located in the Territory in compliance with the Development Schedule (as defined in Section 4(b) (Development Schedule));

(ii) to assist us in providing the support and supervisory services specified in Section 6 (Training) and Section 7 (Service Obligations) to Franchised Health Centers in your Territory; and

(iii) to use the Marks and the System solely in connection with the rights described in clauses (a) and (b) above.

You have no right under this Agreement to: (i) develop, own or operate a Franchised Health Centers, (ii) enter into Franchise Agreements or sublicense the Marks or the System to any other person or entity, (iii) use the Marks or the System for any purpose other than as described herein at any location or in any manner outside of the Territory, or (iv) to use the Marks or the System in any wholesale, e-commerce, or other channel of distribution. You hereby accept the License and agree to operate the AR Business according to the provisions of this Agreement for the entire Term, as defined in Section 2(a) (Term).

(b) **Limited Territorial Protection.** Except as provided in this Section 1(b), as long as you are in compliance with this Agreement, we and our Affiliates will not license a third party to operate an AR Business within your Territory. Except for the foregoing sentence, we and our Affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your AR Business. We reserve all rights not expressly granted to you in this Agreement and the right to do all things that we do not expressly agree in this Agreement not to do. For example, without limitation, we and our Affiliates have the right to:

(i) solicit and recruit Prospects in any manner to establish Franchised Health Centers anywhere, including inside the Territory (provided that we will compensate you

for Franchised Health Centers located inside the Territory in accordance with this Agreement). As we understand your current intention is to satisfy the Development Schedule in whole or in substantial part through your own development and operation of Health Centers, we agree, notwithstanding anything to the contrary, that we will not hire any Brokers or require you to hire any Brokers, nor require you to solicit Prospects, so long as you remain in compliance with the Development Schedule, subject to any opportunity to cure provided for by this Agreement or applicable law;

(ii) engage the services of franchise brokers, lead referral sources, and other organizations and facilities for the identification, evaluation, and referral of leads for Prospects (collectively, “Brokers”) (provided we will refer leads from within your Territory to you);

(iii) establish and operate, or license to third parties the right to establish and operate, AR Businesses anywhere outside of the Territory;

(iv) establish and operate, or license to third parties the right to establish and operate, Health Centers anywhere, including inside and outside of the Territory;

(v) establish and operate, or license to third parties the right to establish and operate, Health Centers anywhere, fitness Health Centers or businesses offering similar or identical products, services, classes, and programs and using the System or elements of the System under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Territory;

(vi) develop or become associated with other concepts (including other franchise systems), whether or not using the System and/or the Marks, and/or award franchises under such other concepts for locations anywhere;

(vii) provide services and support to Health Centers located anywhere, including to Franchisees located inside the Territory;

(viii) advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Territory;

(ix) manufacture, distribute, market, ship, sell and provide products and services identified by the Marks or other trademarks, service marks, commercial symbols or emblems to customers located in the Territory any alternative distribution channels, including through catalogs, mail order, retail stores, e-commerce, applications, online videos, recorded media, or broadcast media, without compensation to you; or

(x) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) with units or operations located anywhere and, even if such businesses are located in the Territory, (a) convert the other businesses to the Relive® brand and Marks and allow them to operate as part of the System, (b) permit the other businesses to continue to operate under another name, and/or (c) permit the businesses to operate under another name and convert existing AR Businesses or Health Centers to such other name. Such transactions are expressly permitted under this Agreement, and you agree to participate at your expense in any

such conversion as may be required by us and to waive any claims, demands or damages arising from or related to the loss of our name, the Marks (or any variation thereof) and the System and/or the loss of association with or identification of Relive® under this Agreement.

(c) **Entity.** If you are corporation, limited liability company, partnership, or other form of entity (an “Entity”), you agree and represent that:

(i) you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(ii) your organizational or governing documents will recite that the issuance and transfer of any Ownership Interests in you are restricted by the terms of this Agreement, and all certificates and other documents representing Ownership Interests in you will bear a legend referring to the restrictions of this Agreement. “Ownership Interest” means: (a) in relation to a corporation, shares of capital stock or other equity interests in the corporation; (b) in relation to a limited liability company, membership interests or other equity interests in the limited liability company; (c) in relation to a partnership, a general or limited partnership interest; or (d) in relation to a trust, the ownership of the beneficial interest of such trust;

(iii) Appendix A will completely and accurately describe all of your owners of a legal and/or beneficial interest in the Entity (the “Owners”) and their interests in you;

(iv) you and your Owners agree to revise the information in Appendix A as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval);

(v) each of your Owners owning, directly or indirectly, at any time during the Term (as defined in Section 2(a) (Term), 15% or more of the legal or beneficial interests in the Entity must sign and deliver to us our standard form of Owner’s Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. We may require, in our sole discretion, Owners with less than a 15% legal or beneficial interest in the Entity or spouses of Owners to also sign the Owner's Guaranty. A copy of our current form of Owner’s Guaranty is attached as Appendix C. All other Owners will be required to sign a nondisclosure and noncompetition agreement in substantially the form attached as Appendix D;

(vi) you will designate a single non-Entity Owner with 15% or more of the legal or beneficial interests in the Entity to serve as the “Managing Owner,” with the responsibility of supervising the daily operations of the AR Business and the power to bind you in their dealings with us. We have the right to approve the Managing Owner, and you will promptly inform us of any proposed changes to the Managing Owner. We may, in our sole discretion permit you to appoint an individual who is not an Owner to serve in the role of Managing Owner; and

(vii) at our request, you will furnish true and correct copies of all documents and contracts governing the rights, obligations and powers of your Owners and agents (like articles of incorporation or organization and partnership, operating or shareholder agreements).

(d) **Existing Operations.** You acknowledge that: (i) there may be Franchise Agreements or other agreements already in effect between us and Franchisees or distributors in the Territory; and (ii) the rights granted to you under this Agreement are subject to the rights of existing Franchisees and distributors in the Territory.

(e) **Pilot Health Center.** You agree to own, operate, and maintain through an Affiliate at all times during the Term at least one franchised Health Center in the Territory to serve as your certified training Health Center (the “Pilot Health Center”). The Pilot Health Center and any other franchises you may wish to develop must be owned and operated by a separate Affiliate. The Pilot Health Center is the Franchised Health Center owned and operated by your Affiliate at the location specified on Appendix A or, if not identified, the Pilot Health Center shall be the first Health Center that any of your Affiliates open during the Term. You are not permitted to provide training or development assistance to Franchisees until the Pilot Health Center is fully operational and open to the public. The Pilot Health Center must be maintained throughout the Term as a certified training facility based on the standards we develop from time to time throughout the Term. You recognize that the Pilot Health Center throughout the Term must meet our requirements for a training facility and therefore may be more expensive to develop, construct, own and operate than a typical Health Center. If at any time, the Pilot Health Center does not meet our certification as a training facility: (i) you will be in breach of this Agreement; and (ii) we may cancel, and you will then forfeit, any compensation that we otherwise owe you pursuant to this Agreement for any Franchisee who you are not able to train at the Pilot Health Center. You must obtain our written consent, which we may withhold in our sole discretion, if you would like us to designate a different Health Center as the Pilot Health Center.

2. **TERM.**

(a) **Term.** This Agreement commences on its Effective Date and will continue until the end of the 10th Development Year, unless (i) terminated, renewed or extended sooner in accordance with this Agreement or (ii) you are signing this Agreement in connection with a transfer as defined in another area representative agreement, in which case, it will continue until the end of the term of the agreement that is subject to the transfer, as indicated on Appendix A (the “Term”). A “Development Year” is a calendar year, except that the first and last Development Years are as described on Appendix A.

(b) **Successor License.**

(i) **Conditions.** A “**Successor License**” is a successor Franchise that includes the right to operate the AR Business for additional consecutive ten-year terms. Notwithstanding anything to the contrary, you will have the right to acquire two (2) Successor Licenses if you have satisfied each of the following conditions:

(A) you give us written notice of your election to acquire a Successor License at least six months prior to the expiration of the Term;

(B) you have completed and sent us the forms and other information (including certain financial information about you, your Owners, and the AR Business) we then require and demonstrate to our satisfaction that you meet our then-current financial and operational criteria for new AR Business franchisees;

(C) you (and each of your Owners and Affiliates) are then in substantial compliance with this Agreement, subject to any opportunity to cure provided for by this Agreement or applicable law;

(D) you agree to our redefinition of the Territory, which may be smaller or larger than the original Territory and will apply during the term of the Successor License;

(E) you and we, in good faith, agree upon a reasonable, revised Development Schedule for the term of the Successor License ;

(F) you pay us a Successor License fee equal to the sum of \$1,000 times the number of franchised Health Centers open and operating in the Territory at the time of renewal;

(G) you (or your Owners) for your AR Business satisfactorily complete such new and refresher programs as we may reasonably require;

(H) you and your Owners must execute and return to us the form of Area Representative Agreement and ancillary agreements we are then using in connection with the grant of Successor Licenses for AR Businesses; provided, however, such form of Area Representative Agreement shall be modified to provide for: (i) Compensation no less favorable to Area Representative than the Compensation set forth in this Agreement; (ii) a Territory no smaller than the Territory forth in this Agreement and shall include the Territory set forth in this Agreement; and (iii) an amendment including the same terms and provisions negotiated in this First Addendum to this Agreement; and

(I) you and your Owners must execute and deliver to us, to the extent permitted by Applicable Laws, general releases, in a form prescribed by us, of any and all claims against us and our Affiliates, and our and their respective owners, officers, directors, employees, agents, successors and assigns.

(iii) Procedure for Acquiring a Successor License. If you fail to give us your notice of your election to acquire a Successor License at least six months prior to the expiration of the Term, we will interpret that to be your election not to acquire a Successor License, and we will take action in reliance on that election. Within 90 days after our receipt of your notice, we will give you written notice: (i) of our determination whether or not we will grant you a Successor License (and, if applicable, stating the reasons for a refusal to grant you a Successor License); (ii) advising you of any deficiencies which must be corrected by you before we will grant you a Successor License, stating what actions you must take to correct the deficiencies and specifying the time period in which such deficiencies must be corrected; and/or (iii) advising you of any changes which we intend to make to your Territory during the term of the Successor License. If we determine that we will grant you a Successor License, we will

deliver to you a form of Area Representative Agreement, general release, Owner's Guarantee and other related agreements, as described in Sections 2(b)(ii)(H) and (I). If you and your Owners fail to sign and deliver to us such agreements and releases within 30 days after delivery thereof to you or, if earlier, the expiration of the Term, such failure will be deemed an election by you not to obtain a Successor License.

Notwithstanding the above paragraph, if we elect not to renew or offer you the right to renew, we will send you a written notice of non-renewal at least 180 days prior to the expiration date, which shall set forth the basis for our decision not to renew or offer you the right to renew. Our failure to send you a notice of non-renewal at least 180 days prior to the expiration date shall constitute our offer to renew your franchise in accordance with, and subject to, the renewal terms and conditions set forth above. If you have any objections to our notice of non-renewal, including any dispute as to the basis for our decision not to renew, you must send us a written notice of objection that sets forth the basis for your objections. Your notice of objection must be sent to us no later than 30 days after you receive our notice of non-renewal. Your failure to send us a written notice of objection during such 30-day period shall constitute your agreement to the non-renewal of your franchise.

(iv) Delays Due to Government Regulatory Requirements. If we are unable to grant you a Successor License at the time required as described above due to federal or state governmental requirements regarding the offering and sale of franchises and at such time all of the conditions contained in this Section 2 have been met (other than the requirement of Sections 2(b)(ii)(H) and (I) (execution of agreements and releases)), then this Agreement will continue to be in effect until you give us, at least 30 days in advance, written notice of your intent to terminate this Agreement or you fail to enter into a successor Area Representative Agreement after we have given you a 30 day-period in which to do so. We will offer you the right to enter into a Successor License (which will terminate on the same date it would have terminated had there been no delay) as soon as we are legally permitted to do so.

3. FEES AND COMPENSATION.

(a) **Area Representative Fee.** Simultaneous with your signing and delivery of this Agreement, you must pay us an Area Representative Fee as set forth on Appendix A (the "**AR Fee**"). The AR Fee is paid in consideration of the rights granted in Section 1(a) (Rights Granted) and will be deemed fully earned by us on its due date or, if earlier, at the time paid. You acknowledge that we have no obligation to refund the AR Fee, in whole or in part, for any reason.

(b) **Pilot Health Center Initial Franchise Fee.** If you do not already have a Pilot Health Center, your Affiliate will sign the Franchise Agreement for your Pilot Health Center simultaneous with the execution of this Agreement. The Franchise Agreement for the Pilot Health Center will be in the form attached as an exhibit to the Franchise Disclosure Document for Franchised Health Center (the "**Health Centers FDD**"), which you will separately receive. We will not charge an initial franchise fee for your initial Pilot Health Center.

(c) **AR Brand Fund Fee.** If we establish the AR Brand Fund (as defined in Section 9(a) (Establishment of AR Brand Fund)), you must pay us a fee in the amount we designate from time to time, which will be between \$500 and \$1,000 per month (the "**AR Brand Fund Fee**"),

which we will contribute to the AR Brand Fund. The AR Brand Fund Fee will be due on the payment day that we designate in the AR Manuals.

(d) **Technology Fee.** Beginning with the month that you begin operating your AR Business, you must pay us a monthly technology fee (the “**Technology Fee**”) for certain products, services, licenses, and sublicenses related to the Technology System (as defined in Section 8(e) (Technology System)) that we specify and require you to acquire from us or our Affiliates (or other designated supplier) for use in the operation of your AR Business. We may change the Technology Fee, the payment due date, and the products, services, licenses, and sublicenses covered by the Technology Fee from time to time in the AR Manuals or otherwise in writing.

(e) **Non-Compliance Fee.** If we determine that you have violated any of your obligations under this Agreement, including any failure to comply with any standards set forth in the AR Manuals, we may send you a notice of violation and, in addition to all other rights or remedies we have under this Agreement, we may assess you a fee of up to \$2,500 per incident of non-compliance or \$2,500 per day of non-compliance, subject to an aggregate limit of \$25,000 for the same continuous, uncured non-compliance (the “**Non-Compliance Fee**”). You must pay the Non-Compliance Fee within 10 days from your receipt of our notice. The Non-Compliance Fee applies for each notice of violation that we send to you, even if the violation is of the same provision of this Agreement for which you previously received a notice of violation from us. We reserve all other rights and remedies available to us. The Non-Compliance Fee is to cover our administrative and other costs related to the non-compliance and is not intended to be a measure of the damages we will sustain as a result of the non-compliance.

(f) **Demographic and Mapping Analysis Fee.** We may, at your option, require you to pay us or our designated vendors a fee that we or they specify for a demographic analysis and/or map for the Territory upon signing the Area Representative Agreement and annually thereafter. The demographic analysis will contain demographic statistics and other factors and the map will assist us in identifying potential locations for Health Centers in the Territory. We may change the fee and the services provided from time to time.

(g) **Enforcement Reimbursement.** Notwithstanding your indemnification obligations in Section 17(a), if we bring legal action to enforce our rights under, or to defend claims relating to, any Franchise Agreements for Franchised Health Centers in the Territory, you will not be required to reimburse us for our attorneys’ fees and costs in doing so.

(h) **Compensation to You.** During the Term, we will pay compensation to you based on the amounts we receive from Franchised Health Centers sold for operation in, and located in, the Territory as follows (collectively, “Compensation”):

- A. **Initial Franchise Fees.** We will pay you an amount equal to (i) 50% of the Initial Franchise Fee (as defined in the applicable Franchise Agreement) paid to us for Franchised Health Centers located in the Territory, for which you are responsible and the procuring cause for the sale and for which you provide training; and (ii) 40% of the Initial Franchise Fee paid to us for Franchised Health Centers located in the Territory for which we are responsible for the sale and for which you provide training. To the extent we refund any or all of the Initial Franchise Fee paid to us, you must reimburse us the compensation we paid to you pertaining to it. Also, to the extent that we pay compensation to any Brokers to generate qualified prospects that we either compensate on a per lead basis or per-lead qualified Prospect or

franchise-sale basis, we will reduce your compensation by 50% of the amount of compensation we pay to such source.

- B. **Royalties.** In each accounting period, we will pay you a royalty commission equal to 29.16% of all royalties we collected from Franchised Health Centers operating in the Territory in the previous period consisting of 13 weeks (a “Period”). Notwithstanding the foregoing, we will not be liable to pay to you any amounts based on Gross Sales of any such Franchised Health Center until we receive the Royalty payments (as defined in the applicable Franchise Agreements) on such Gross Sales from each Franchisee under and in accordance with the applicable Franchise Agreement. For the avoidance of doubt, we will pay you the royalty commission on all Franchised Health Centers in your Territory.
- C. **Company-Owned Health Centers.** For each Company-Owned Health Center that we or our Affiliates open in your Territory, we will pay you 50% of the then-current Initial Franchise Fee that would be paid for a Franchised Health Center upon opening the Health Center to the public for the conducting of various services in the support of anti-aging, to include vitamin infusions/hydration, vitamin booster shots, ozone therapy, HRT regimen, regenerative medicine, cryotherapy, Med Spa services and aesthetics (not the solicitation of memberships). Other than this payment, we will not pay you any amounts related to any Company-Owned Health Centers that open and operate in your Territory, but such Company Owned Health Centers will count towards satisfying your Development Schedule.
- D. **Terms of Payment.** During the Term, we will pay such amounts to you on or before the payment date that we specify in the AR Manuals from time to time in our sole discretion (the “Payment Date”) as follows: (i) based on the amounts we collect during the immediately preceding accounting period for Royalties; and (ii) based on the openings of each Franchised Health Center we have approved in the Territory during the immediately preceding accounting period for Initial Franchise Fees. We will specify in the AR Manuals the accounting periods that we will use, which we may modify in our sole discretion.
- E. **Set-offs.** We may set off against any compensation we owe you, any amount that you owe us, including for any refunds we authorize (whether or not required by contract (i.e., a refunded initial franchise fee)), any advances and marketing contributions. You may not setoff any amounts owed to us under any circumstances.
- F. **Transfer Fees.** We will pay you an amount equal to 50% of any Transfer fees and renewal fees paid to us in connection with the Transfer or renewal of any Franchised Health Centers located in the Territory.”

(i) Interest on Delinquent Payments; Late Fees. If either of us fails to pay (or make available for withdrawal from our respective accounts) any amounts owed to the other or their respective Affiliates, the delinquent party must pay the other daily interest on the amount owed at the rate of 18% per annum or the highest rate permitted by Applicable Laws, whichever is less, calculated from the date such payment was due until it is received by us. In addition, the delinquent party must pay the other a late fee of \$100 for each week (or portion thereof) that any payment is delinquent or any report or item is not timely received. Late fees and interest charges are nonrefundable. This provision does not mean that either party hereto accepts or condones late payments, nor does it indicate that the party is willing to extend credit to, or

otherwise finance, the operation of the other's business. A party's failure to pay all amounts when due constitutes a default under this Agreement.

4. FRANCHISE DEVELOPMENT.

(a) **Active Promotion and Solicitation.** You must actively and continuously market and promote through advertising (or otherwise as we direct) Franchises and solicit Prospects in your Territory according to an annual plan and budget that you develop and submit for our approval no later than October 31 for the upcoming Development Year. You are responsible for advertising for, recruiting, soliciting and screening Prospects within the Territory interested in purchasing Franchises for Franchised Health Centers to be located in the Territory according to the standards, policies and procedures we develop and announce from time to time which also may be specified in the AR Manuals. You will bear all costs of soliciting Prospects and developing Prospects to become Franchisees including all phone, office, administrative, personnel, staffing, advertising, marketing, collateral and other recruiting costs and expenses according to the guidelines we specify in the AR Manuals.

(b) **Development Schedule.** You are responsible for ensuring that Franchise Agreements are signed and Relive Health Centers are developed, opened, and operated in your Territory in accordance with, and by the deadlines for each specified in, the development schedule set out in Appendix B to this Agreement (the "**Development Schedule**"). For each Health Center that you are responsible for overseeing the development of, each Prospect must sign the applicable Franchise Agreement by the signing deadline specified in the Development Schedule (the "**Signing Deadline**") and must open the Health Center by the development deadline specified in the Development Schedule (the "Development Deadline"). In addition, at each Development Deadline, the cumulative number of Health Centers listed in the Development Schedule must be open and operating in the Territory. You may satisfy the Development Schedule through (i) sales to Prospects, regardless of who originally identified them or led them through the Sales Process, (ii) Health Centers that your Affiliates develop in accordance with Franchise Agreements they sign with us, or (iii) Company-Owned Health Centers that we or our Affiliates develop in your Territory (the Signing Deadline will not apply for Company-Owned Health Centers). If (x) a Franchise Agreement has been signed before the Effective Date to operate a Franchised Health Center in the Territory or (y) a Company-Owned Health Center has secured a site or has been opened in the Territory before the Effective Date, such Franchised Health Center or Company-Owned Health Center will not count towards satisfying your Development Schedule (including in the count of the total number of Health Centers operating in the Territory at each Development Deadline). If a Health Center closes, such Health Center shall continue to count as being open and in operation for 9 months for purposes of the Development Schedule. Notwithstanding anything to the contrary, the form of Franchise Agreement to be executed by you or any of your Affiliates pursuant to this Agreement shall be the same form of Franchise Agreement (including any addenda thereto) executed in connection with the Pilot Health Center, i.e., rather than executing the then-current form of Franchise Agreement each time, you and your Affiliates will have the right to sign the same form of Franchise Agreement and Addendum as your Pilot Health Center each time.

(c) **Referrals of Prospects.** We will refer to you, as we deem appropriate, all information that we obtain from Prospects who want to operate Franchised Health Centers within the Territory regardless of the source. You must at your expense: (i) complete the solicitation and background investigation of such Prospects; (ii) send to us all information that you obtain from or

about Prospects (including those who want to operate outside of the Territory); and (iii) complete all character profiles and other procedures we direct from time to time.

5. DISCLOSURE AND REGISTRATION.

(a) **Franchise Documentation.** We offer Franchises through a set of documents, including the Franchise Agreement, the Health Center FDD, and related or ancillary documents necessary to offer or sell Franchises, or register the Franchise in compliance with state and federal franchise or business opportunity laws (collectively, the “**Documentation**”). You must review the Documentation in detail so that you are fully familiar with them. You recognize that we may modify or amend the Documentation at any time without notice or obligation to you; however, we will promptly send you copies.

(b) **Registration.** If your activities as our Area Representative require the preparation, amendment, registration or filing of any Documentation or other documents under applicable franchise, business opportunity or related laws, then you must not solicit Prospects until we have: (i) registered the Franchise in the applicable jurisdictions; (ii) provided you with the Documentation necessary for you to solicit Prospects; and (iii) notified you that the registration is in effect. You must stop soliciting Prospects immediately at any time that we notify you that the registration of the Franchise is not then in effect or the Documentation is not in compliance with any Applicable Laws. We will, at our costs, prepare and, as necessary, file the Documentation with any state regulatory agency.

(c) **Delays.** If you are required to suspend soliciting Prospects for 90 or more consecutive days, through no fault of your own, because (a) we have not completed the annual update of, or any applicable material amendment to, the Health Center FDD or ((b) we are required but have not filed applications (or amendment or renewals, as applicable) to offer and sell Franchises in any state in the Territory that requires franchise sales registration, then the next Signing Deadline and Development Deadline in the Development Schedule will be modified to provide you with additional time to comply (the next Signing Deadline and Development Deadline will be moved back one day for every day your Franchise sales are suspended beyond 90 days). For example, if we have not registered a Franchise offering in a particular state that requires it for 120 consecutive days, then the next Signing Deadline and Development Deadline will be extended 30 days (and there will be no change to subsequent Signing Deadline and Development Deadline). If we, through no fault of yours, lose our rights to solicit and/or sell Franchises in any state in the Territory, we will modify the Development Schedule to accommodate for the lost opportunity in that state. However, you acknowledge that (x) it is common for temporary lapses in the ability to offer and sell Franchises due to the need for periodic modifications, updates, and regulatory approvals, and (y) lapses of consecutive time periods of 90 days or less will not require any modification of the Development Schedule.

(d) **Information Requirements.** In connection with fulfilling legal and other franchise requirements, you must:

(i) Provide to us all information reasonably required by us to prepare all Documentation, including the Health Center FDD and ancillary documents for the offering of Franchises in the Territory;

(ii) Sign and return to us all Documentation reasonably required by us, or our designee, for the purpose of registering the offer of Franchises throughout the Territory;

(iii) Review all Documentation materials we prepare on your behalf.

(iv) [RESERVED]; and

(v) You must notify us in writing within 5 days after the commencement of any action, suit, arbitration, proceeding, or investigation, or the issuance of any order, writ, injunction, award, or decree, by any court, agency or other governmental instrumentality, or arbitration agency, which names you or any of your principal owners, or otherwise concerns your operation or your financial condition or of any Franchisee in your Territory.

(e) **Broker Registration.** You (and, if necessary, your Owners and officers, if any) will register and/or obtain licensure as a franchise broker, real estate broker, business broker or otherwise in any jurisdiction in which you are required to do so, and maintain such registrations or licenses throughout the Term, at your cost and expense. You must not solicit Prospects until: (i) such registration or license, if necessary, is effective; and (ii) you have provided to us documentary proof of its effectiveness. You must not engage or utilize any Brokers for any reason without our prior written approval; but we reserve the right to do so at our sole discretion.

(f) **Franchise Sales Compliance.** You must comply with all Applicable Laws governing the offering of Franchises in your Territory. In this connection, you must:

(i) Furnish to Prospects only Documentation we designate, including the then current form of the Health Center FDD we have authorized for use within your Territory, along with such promotional material that we have previously approved. You have no authority to make any changes, additions or deletions of any kind to them or to agree to any changes, additions or deletions of any kind;

(ii) Comply with all requirements for timing of delivery of the Documentation and obtaining and delivering to us the original signed acknowledgment of receipt for each Health Center FDD you deliver to any Prospect;

(iii) Make no representations or other statements that conflict with any of the information contained in the Health Center FDD delivered to the Prospect and within our then current Franchise Agreement;

(iv) Make no financial performance representations, as that term is defined in the Federal Trade Commission Franchise Rule, 16 CFR Parts 436, et seq. (“FPRs”), earnings claims, or projections, or provide any information with regard to sales, revenues or income relating to any Franchise or any individual Health Center unless in accordance with the provisions of the Health Center FDD to be provided to Prospects. You must not review or comment on any financial pro forms, forecasts, or other FPRs prepared or submitted by Prospects. The only FPRs and other financial information, if any, that may be disclosed to Prospects are those contained in the Health Center FDD we provide to you for your use as an Area Representative;

(v) Promptly notify us of any material information or event which comes to your attention that may require disclosure in the Health Center FDD;

(vi) Use, display, publish and distribute for purposes of soliciting Prospects, only advertising, marketing and promotional materials that we have previously approved as acceptable for use in your Territory; and

(vii) Provide us with copies of any business or franchise registrations, licenses or permits you are required to obtain under Applicable Laws in your jurisdiction related to the establishment or operation of the AR Business, and assist us with collecting copies of any business registrations, licenses, or permits that Franchisees are required to obtain.

(g) **Application Process.** You must only use the application forms and other documents we specify for each Prospect that wants to purchase a Franchise, and you may not modify such forms or documents. You must maintain written or electronic records of all contacts with all Prospects for Franchises regardless of whether such contact rises to the level of such prospect applying for a Franchise. You must provide written progress reports as we request from time to time. You must assist Prospects in completing their application. We may inspect your records in this regard at any time, with or without notice. You must perform the due diligence, preliminary investigation and evaluation as we specify from time to time in the AR Manuals or otherwise. You must promptly submit all applications for Franchises that you receive to us along with all information we require regarding the Prospect and maintain a copy with your records.

(h) **Method of Approval.** We will approve or disapprove Prospects in our sole discretion by delivering notice to you (which may be electronically delivered). We will use our best efforts to deliver such notices to you within 30 days after we receive the completed Franchise application and other materials that we request from the Prospect. We may condition approval by requiring an acceptable personal interview of a Prospect or its owners either in person or via telephone or Skype (or comparable electronic means). We may require you to conduct initial interviews on our behalf, however, we retain the ultimate determination on whether to grant such Prospect a Franchise. The award of the Franchise will be evidenced by our signing and delivery of the Franchise Agreement, after we have received it signed by the Prospect and payment of the appropriate fees. You are not authorized to enter into Franchise Agreements on our behalf or obligate us in any way to either grant a Franchise or sign a Franchise Agreement. Franchise Agreements and any ancillary agreements are not binding on us until we sign the Franchise Agreement, and we can refuse to do so at any time.

6. TRAINING.

(a) **Initial Franchisee Training.** You (or, if you are an Entity, each Owner who signs this Agreement, including the Managing Owner) (the “**Required Trainees**”) must attend and complete to our satisfaction the initial training that we provide to Franchisees (“**Initial Franchisee Training**”), unless you have already done so.

(b) **Area Representative Training.** We will furnish initial training on the operation of an AR Business (“**Area Representative Training**”) to your Required Trainees. Your Required Trainees must attend and complete to our satisfaction any Area Representative Training that we deem advisable at such place and time as we may designate. If there is available space, we may

also allow additional employees to attend applicable portions of the initial Area Representative Training, as determined by us, without charge. We may charge a reasonable training fee for additional or replacement personnel attending Area Representative Training. Neither you nor any of your employees or agents will solicit Prospects until you and they have completed our Area Representative Training Program.

(c) **Franchisee Trainers.** We may require any employees that provide training to Franchisees on your behalf to attend and successfully complete all or portions of Initial Franchisee Training, Area Representative Training, and any other training programs that we designate. We may charge a reasonable training fee for any such employees attending these training programs. We may require you to implement a training program for all your employees using training standards and procedures we prescribe.

(d) **Supplemental Training and Conferences.** We may require your Required Trainees, your managers, and other categories of employees that we designate to attend (and, in the case of training programs, successfully complete) any conferences or supplemental or refresher training programs that we choose to provide at locations that we designate. We may charge you a reasonable registration fee for each individual that attends or participates in a program or conference.

(e) **Annual Education Day.** The Required Trainees (or a certain number of the Required Trainees based on registration information provided by us) are required to attend the Annual Education Day. We may charge you a reasonable registration fee for each individual who attends or participates in the Annual Education day.

(f) **Launch Training.** We will provide the on-site portion of the initial training that you are otherwise required to provide for Franchised Health Centers (the “**Launch Training**”) for the first two Franchised Health Centers that open in your Territory; however, you must participate in the Launch Training to the extent and in the manner that we specify. If you do not comply with the preceding sentence with respect to any Franchisee, you will not be entitled to compensation otherwise due relating to the initial franchise fees for such Franchisee. You will be responsible, at your expense, for all Launch Training for Franchisees opening in the Territory following the Effective Date.

(g) **Online Training.** For any training programs that we conduct, we may supplement or replace portions of the in-person training with online training modules, webinars, or videoconferences.

(h) **Travel and Living Expenses.** We are not responsible for, and you must make arrangements to pay, any compensation, travel and living expenses to which you, your Owners and your employees are entitled during any and all training, conferences, and programs.

(i) **AR Manuals.** We will provide you access during the Term to one set of our AR Manuals, which include our business policies, System Standards, and information relating to your other obligations under this Agreement. We may modify the AR Manuals from time to time to reflect changes in System Standards, and we will communicate any such changes to you. Our master copy controls. You agree to keep your copy of the AR Manuals current and keep any hard copies and credentials for accessing any electronic versions of the AR Manuals in a secure location at your AR Business. If we provide you with online access to the AR Manuals, you will be responsible for periodically monitoring the site for any updates to the AR Manuals or System

Standards and for protecting the confidentiality of any passwords and other digital identifications necessary to access the AR Manuals on such site. We are the sole owner of the copyright in and all other rights to the AR Manuals, and you may not reproduce, disclose or use them for any purpose other than in connection with your performance under this Agreement.

7. SERVICE OBLIGATIONS.

During the Term, you (or your Managing Owner) will provide ongoing support services, on our behalf, to Franchisees within your Territory. These support services generally fall into six critical support areas: (i) sales, (ii) operations, (iii) medical operations, (iv) training/development, (v) marketing, and (vi) franchisee management/leadership, although we may revise and/or expand these categories from time to time, in our sole discretion. Initially, you (or your Managing Owner) will be responsible for performing these services for Franchisees within your Territory; however, trained members of your regional team may perform ongoing support services for Franchisees once the Franchised Health Center has been opened for business (although we may require you (or your Managing Owner) to periodically meet with the Franchisees in person, as specified by us in the AR Manuals or otherwise). You must perform the following services, in the manner and frequency (e.g., daily, weekly, monthly, etc.), and to the extent we designate from time to time, on our behalf with respect to Franchised Health Centers located or to be located in the Territory, and fulfill the following obligations:

(a) Review and understand the contents of the Health Center FDD, including all exhibits, provided to Prospects, and learn how to select qualified Prospects for your Territory and complete their pre-qualification in a timely manner, in accordance with our standards and specifications. We may require you to coordinate these activities with our corporate team. You must gather any and all information requested by us and help coordinate and facilitate the execution of the franchise and related agreements, if we approve the Prospect. You must also conduct a “welcome orientation” for new Franchisees in your Territory, to explain to them your role as Area Representative. The content and materials for the welcome orientation must be approved by us in advance;

(b) Effectively utilize technologies made available to you, such as our intranet and customer analytics reports related to real estate site selection using different variables as determined by us;

(c) Attend mandatory Area Representative training and seminars, and understand your role as our Area Representative. We may change the frequency of the webinars and/or require periodic, in-person meetings at such locations as we designate;

(d) Provide to Franchisees (i) training for the time period and covering the operations and procedures as we specify (in the AR Manuals or otherwise), at your Pilot Health Center (which is in addition to any initial training that we provide for Franchisees at our headquarters) and also onsite at the Franchisee’s Health Center (for the time periods specified in the AR Manuals or otherwise in writing by us); and (ii) supplemental and refresher training at your Pilot Health Center and/or the Franchisees’ Health Centers; all in accordance with the timing, content and standards we periodically prescribe. Furthermore, if we determine that you have not trained a Franchisee to our satisfaction and we provide the training ourselves or arrange for someone else to do so, then we will charge you \$10,000 due on receipt of invoice and you forfeit any compensation otherwise due relating to initial franchise fees for such Franchisee. You must participate in the Launch

Training for the first two Franchised Health Centers that open in your Territory after the Effective Date and shall be responsible, at your expense, for the Launch Training for all subsequent Franchised Health Centers that open in your Territory.

- (e) Attend our annual Education Day and annual event;
- (f) Schedule and coordinate all training of all Franchisees with us, including (i) signing off for any initial franchise trainings performed in the Territory along with any Franchisee preopening approvals and/or packages required by us; and (ii) facilitating ongoing regional trainings and workshops as we may direct from time to time;
- (g) Create and develop relationships with landlords, local vendor infrastructure, real estate brokers, real estate counsel, architects, contractors, payroll vendors (which include ancillary human resource functions), lenders and financing institutions, marketing and public relations firms, and equipment maintenance service providers in the Territory (in each case acceptable to and approved by us), and assist with coordination distribution and purchasing programs in the Territory as directed by us from time to time;
- (h) Consult and advise Franchisees with site selection and lease negotiation for their Health Centers. However, you acknowledge that we will retain ultimate authority to approve or disapprove all real estate related decisions requiring our approval under the Franchise Agreement including any proposed sites, letters of intent, leases or subleases, and any related modifications or renewals;
- (i) Assist in researching the laws of your Territory that govern medical office operations and membership contracts, and developing the appropriate forms and contracts in order to comply with such laws and assisting Franchisees in doing so;
- (j) Provide support and assistance for all pre-sale/grand opening activities of Franchisees located in your Territory in accordance with the AR Manuals, and manage and report to us weekly (or as otherwise specified in the AR Manuals) all pre-sale/grand opening activities for Franchised Health Centers located in your Territory. Such support and assistance will include, without limitation: (i) coordinating marketing with local radio, newspapers and trade publications; (ii) inspecting the Franchisee's operations and Health Center during the membership pre-sale period to ensure that all pre-sales activities comply with our System Standards, and that pre-sale membership information collected by the Franchisee and/or its personnel is accurate (this involves spot checking the pre-sales information for accuracy); (iii) assisting Franchisees with planning the Grand Opening event for their Health Centers and securing vendors for the Grand Opening event; and (iv) providing such other pre-opening and post-opening assistance for each new Health Center that we prescribe from time to time, including assisting them with equipping and outfitting each Health Center. You (or your Managing Owner or a member of your regional team) must attend the grand opening for each Franchised Health Center in your Territory, unless you have been excused from attending the grand opening for a particular Health Center for a reason that we have approved in advance in writing;
- (k) Assist Franchisees in the ordering and equipping of their Franchised Health Center with the equipment, supplies, and furniture that we authorize for Health Centers, including identification of approved and/or designated vendors specified by us;

(l) Assist Franchisees with the layout of the premises of the Franchised Health Center, including placement of the various rooms and authorized equipment and supplies for the use at the Health Center in accordance with our then-current plans and specifications for Health Centers, and assist in supervising the buildout for the Franchised Health Centers in your Territory, including the submission of periodic reports to us as we may prescribe from time to time. These obligations commence once the lease for the Health Center has been signed and we have approved the plans for the site. You will ensure that construction plans meet our specifications; that the Franchisee has obtained all required permits and approvals; and that the Franchisee and its contractor(s) are following the construction plans without any changes or deviations not approved by us in writing. In connection therewith, you shall conduct weekly or bi-weekly inspections (as specified by us) and provide construction reports to us with photographs showing the progress of construction and development of the Health Center. You must provide any and all photographs and other information requested by us, and complete any punch lists and sign any certifications that we require, before we will approve the Health Center to be opened for business;

(m) Use your best efforts to ensure that Franchised Health Centers in the Territory meet our System Standards at all times; provided, however, that only we may issue formal notices of default or take enforcement actions with respect to a Franchisee's failure to do so;

(n) Conduct on our behalf, or assist us with, inspecting or auditing Franchised Health Centers and their Franchise owners in the Territory. You (or your Managing Owner or a member of your regional team) must visit every Franchised Health Center and each Franchisee in the Territory at least as frequently as specified in the Manuals, which may provide that you must visit new Franchised Health Centers as frequently as bi-weekly during the Health Center's first 30 days of operations to provide support and assistance with operations and training and as frequently as monthly after that. During each prescribed visit for each Health Center you must conduct a private business consultation with each Franchisee in your Territory and review operational, sales, marketing, and financial performance. We may inspect any Health Center in the Territory at any time. You must inform us whether the Franchised Health Centers meet our System Standards for design, construction, appearance and function as specified in our AR Manuals, including ensuring that all areas of the Health Center, inside and out, are cleaned and maintained according to System Standards, all equipment is functioning properly, and all materials and supplies are fully stocked and in code. Except pursuant to our written instruction, you have no authority to enforce any Franchise Health Center's non-compliance with our System Standards. You must provide an in-depth Franchised Health Center report at least quarterly following the standards, procedures and measurement criteria that we develop from time to time; provided, however, you must file contact reports in our system electronically or as we determine following each visit and we may require you to audit/report on new Franchised Health Centers on a monthly basis during each Franchised Health Center's first year of operations. Each visitation will also be combined with your following an evaluation protocol for each Health Center;

(o) Assist us and Franchisees by providing guidance, assistance and logistical support during transfers of their Franchises or the entry into successor Franchise Agreements, (including providing guidance, assistance and logistical support in connection with mergers, acquisitions, transfers, re-sales, asset sales, etc. by or among Franchisees and third parties) including referrals to preferred vendors we designate;

(p) Participate in our quality assurance programs and periodically evaluate them with us;

(q) Monitor and report the sales volume and other key performance indicators, as we determine from time to time, for the Franchised Health Centers located in the Territory, and help us ensure that Franchisees comply with, and are held accountable for, the performance requirements and quality standards under their Franchise Agreements;

(r) Monitor the marketing efforts of each Franchised Health Center in your Territory to ensure compliance with our requirements, including (i) protecting and upholding all brand standards to ensure a uniform image and preserve the goodwill associated with the Marks; and (ii) assisting Franchisees in your Territory with developing and implementing marketing strategies for the benefit of their Health Centers and the Relive® brand;

(s) If local franchisee co-ops or other franchisee associations are formed that include Franchisees in your Territory, you must use your best efforts to participate in meetings of such associations. If applicable, and as permitted by the co-op or association governing documents, you will serve as, and fulfill the obligations of, the President;

(t) Provide Franchisees in the Territory with supervisory assistance and guidance in connection with the opening and initial operations of their Health Center as we may designate in a manner and at times we deem advisable;

(u) Maintain positive relationships, serve as our liaison and evaluate additional incentive programs and marketing programs from approved and preferred suppliers, vendors and others we designate;

(v) Provide to Franchisees the continuing operating assistance described in the Franchise Agreement that we periodically delegate to you in accordance with our policies and instructions;

(w) Pay to us an amount equal to our expenditures (including wages, travel and living expenses), plus 25%, for work and expenses incurred by us in performing services to Franchisees located in the Territory which you are required to perform under this Agreement that you have failed to perform. You recognize your failure to so perform constitutes a breach of this Agreement;

(x) Report to and take direction from us or our designee and assist us or our designee in our efforts to satisfy all obligations that we have under the Franchise Agreements with the Franchisees in your Territory;

(y) Assist us, as we request, in the enforcement of all provisions of any Franchise Agreement, including collection of monies due to us provided that you must require that monies owed to us are made payable only to us or in the manner we designate and you may not collect payments from Franchisees or Prospects that are not made payable to us;

(z) At all times during the Term, you agree to maintain your primary residence and your business office within the boundaries of your Territory, unless we, in our sole discretion, approve otherwise in writing;

(aa) Provide to us and to each Franchisee in your Territory your office address, telephone number, facsimile number, email address and hours of operation;

(bb) Assist us with the roll-out programs that we establish from time to time, including new products, new training protocols and curriculum, new marketing programs, new promotions, new vendor programs, new logos, new equipment, and new computer hardware and software;

(cc) Comply with all Applicable Laws while operating your business and performing under this Agreement;

(dd) Keep up to date with the laws governing Health Centers in your Territory and alert us as to legal developments as they arise from time to time from your Territory;

(ee) As we may require from time to time, collect financial statements from Franchisees and provide such statements, together with your financial statements, to us within 20 days after the end of each period;

(ff) Follow and use our communications tools and policies, as prescribed from time to time;

(gg) Provide an annual business plan to us for your AR Business, and work with Franchisees in your Territory to ensure that they timely complete and submit a business plan for each of their Health Centers on a per- Health Center basis; and

(hh) Hire and develop sufficient qualified personnel to serve regional support roles and functions for your AR Business in your Territory.

8. OPERATION OF THE AR BUSINESS.

(a) **Standards of Service.** During the Term, you must at all times faithfully, honestly and diligently perform your obligations and exert your best efforts to promote and enhance your AR Business and the sale, development, and servicing of Prospects and Franchises within the Territory. You must: (i) at all times give prompt, courteous and efficient service to Prospects and Franchisees consistent with the standards we specify in the AR Manuals or otherwise; (ii) adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with the Franchisees, Prospects, us, and the public; (iii) not favor one or more Franchisees over other Franchisees within the Territory; and (iv) not enter into any relationships with Franchisees in the Territory or others that may result in a conflict of interest between your obligations as our Area Representative and your duties to provide services to a Franchisee.

(b) **Strict Conformance.** You must perform your obligations under this Agreement strictly in accordance with the terms and provisions of this Agreement, the System, the AR Manuals, and our policies as they may be developed, modified and supplemented from time to time, and only within the Territory, unless we notify you, in writing, that you may operate in a contiguous geographic area to your Territory.

(c) Management and Personnel.

(i) **Managing Owner.** The AR Business must at all times be under your direct supervision or under the direct supervision of your Managing Owner. The Managing Owner must (a) satisfactorily complete the Initial Franchisee Training and Area Representative Training; and (b) maintain at least 10% ownership interest in you or the AR Business.

(ii) Personnel. You are solely responsible for hiring, training and supervising your personnel and must hire sufficient personnel to fully staff the AR Business to operate in accordance with System Standards. All personnel must meet every requirement imposed by Applicable Laws and must comply with all brand standards. All persons you employ that have access to any of the Confidential Information must sign a confidentiality agreement that will not otherwise contain any terms or conditions of employment. All persons that you employ must sign an acknowledgement, in a form that we specify, acknowledging that you are their employer and that we do not have any relationship with them.

(iii) Employment Matters. To the extent System Standards, or other resources in the AR Manuals, address personnel or employment matters, those are not mandatory but are merely recommendations, suggestions or guidelines. System Standards do not include any mandatory requirements on your employee's wages, hours, shift timing or other terms of employment, but may specify necessary credentials and licensure, uniforms, and appearance to meet brand standards and legal requirements. While we may provide additional employment related guidance, you are responsible for making all hiring and employment decisions as the owner of the AR Business. This includes, but is not limited to, employee selection, hiring, training, promotion, termination, hours worked, rates of pay, benefits, work assigned, supervision, discipline, and working conditions.

(iv) Privacy Requirements. To the extent applicable, you must abide by: (i) the Payment Card Industry Data Security Standards enacted by the applicable card associations (as they may be modified from time to time or as successor standards are adopted); (ii) the Fair and Accurate Credit Transactions Act; (iii) all other standards, laws, rules, regulations or any equivalent thereof that related to electronic payments, data privacy, personally identifiable information, protected health information, and data protection; and (iv) any privacy policies or data protection and breach response policies we periodically may establish (collectively, "Privacy Requirements"). We may require you to (a) use vendors that we designate or approve to provide security services that are consistent with the Privacy Requirements; (b) maintain specific security measures; (c) provide evidence of compliance with Privacy Requirements upon our request; and/or (d) use vendors that we approve or designate to conduct periodic security audits to ensure that personally identifiable information, protected health information, and/or payment data is adequately protected and provide us with copies of any audits, scanning results, or related documentation relating to such compliance or audits. If you suspect or know of a security breach, you must immediately give us notice of such security breach and promptly identify and remediate the source of any compromise or security breach at your expense. You assume, at your expense, all responsibility for complying with applicable data breach notification laws, providing all notices of breach or compromise, and monitoring credit histories and transactions for all impacted individuals.

(d) Products, Supplies, Operating Assets, and Services.

(i) Purchases. We have the right to require that all fixtures, furnishings, signs, and equipment (the "**Operating Assets**"), products, supplies, and services that you purchase for resale or purchase or lease for use in your AR Business: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased or leased only from a single source that we designate (which may include us or our Affiliates or a buying cooperative organized by us or our Affiliates). To the extent that we establish specifications, require approval

of suppliers or service providers, or designate specific suppliers or service providers for particular items or services, we will publish our requirements in the AR Manuals.

(ii) Revenue from Purchases. You acknowledge and agree that you and your Affiliates may not, but that we and/or our Affiliates may, derive revenue or other benefits based on your and Franchisee purchases and leases, including from charging for products and services we or our Affiliates provide and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our Affiliates may use all amounts received from suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our Affiliates deem appropriate.

(iii) Approval Process. If you would like to offer products, services, or classes or use any supplies, Operating Assets, or services that we have not approved or to purchase or lease from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed products and to evaluate the proposed service provider and the proposed service offerings. We may require the proposed supplier or service provider to visit our headquarters to evaluate the proposed supplier or service provider in person. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed product or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of products, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You acknowledge that the products and services that we approve for you to offer in your AR Business may differ from those that we permit or require to be offered in other AR Businesses.

(iv) Revocation of Approval. We reserve the right to re-inspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider at and to revoke approval of the item, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to cease purchasing or leasing the formerly-approved item or service or any items or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct. If we revoke approval of a previously approved product that you have been selling to customers or service that you have been offering to customers, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct.

(e) Technology System.

(i) Acquisition and Updates. You must obtain, maintain, and use the hardware, software, other equipment, and network connections that we specify periodically in the AR Manuals, including the hardware, software, other equipment, and network connections necessary

to operate any technology systems that we designate (collectively, the “**Technology System**”). You must replace, upgrade, or update at your expense the Technology System as we may require periodically without limitation. We will establish reasonable deadlines for implementation of any changes to our Technology System requirements. We may require you to obtain certain components of, or upgrades to, the Technology System and maintenance and support services related to the Technology System from us or our Affiliates, and we may charge you the Technology Fee or other reasonable fees for such products and services. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require.

(ii) Software.

(A) Software License. We hereby grant to you a limited, nonexclusive, nontransferable license (except in connection with a Transfer approved by us) to use any and all software which we may now or hereafter make available to you and which is owned by or licensed to us (the “**Software**”), solely in connection with the AR Business. We may charge the Technology Fee or other reasonable fees for your use of such Software and/or for access to any intranet that we establish or maintain for AR Businesses. You hereby acknowledge and agree that, as between us and you, we are the sole and exclusive owner of all right, title and interest in and to the Software, including any copyright, patent right and other intellectual property or proprietary right therein or thereto, and you will not make any claim to the contrary. All rights to the Software except those that are expressly granted to you hereunder are specifically reserved to us and our licensors, if any. You shall not copy, modify, create derivative works or otherwise use the Software for any purpose other than in connection with the operation of your AR Business. Upon expiration or termination of this Agreement for whatever reason, all rights and licenses granted hereunder with respect to the Software will terminate, and you will return the Software and any and all copies thereof to us, at your expense, and certify to us that all such copies have been returned.

(B) Limited Warranty. If the Software fails to perform substantially in accordance with any applicable specifications provided by us at any time during the term of this Agreement, you must so notify us and we will, as our sole obligation and your sole remedy hereunder, use commercially reasonable efforts to repair or replace the same. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ANY IMPLIED WARRANTY AS TO TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY INTENDED PURPOSE, AND WE HEREBY DISCLAIM THE SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE. In no event will we be liable for any incidental, consequential, punitive or special damages related to the Software or the Technology System.

(iii) Use of the Technology System. You must use the Technology System to enter and track Personal Information about Franchisees and Prospects, the services that you have provided to Franchisees, and your contact with Prospects, along with any other information that we specify. You agree: (i) that your Technology System will be dedicated for business uses

relating to the operation of the AR Business; (ii) to use the Technology System in accordance with our policies and operational procedures; (iii) to transmit financial and operating data to us as required by the AR Manuals; (iv) to do all things necessary to give us unrestricted access to the Technology System at all times (including users IDs and passwords, if necessary) so that we may independently download and transfer data via a modem or other connection that we specify; (v) to maintain the Technology System in good working order at your own expense; (vi) to ensure that your employees are adequately trained in the use of the Technology System and our related policies and procedures; and (vii) not to load or permit any unauthorized programs or games on any hardware included in the Technology System. You also must comply with all industry standards and Applicable Laws related to data privacy and data protection with respect to any personally identifiable information you collect from any individual, including those relating to the security of the Technology System. You are responsible for any and all consequences that may arise if the system is not properly operated, maintained and upgraded or if the Technology System (or any of its components) fails to operate on a continuous basis or as we or you expect.

(f) Books and Records. You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats (including, at our option, the accounting principles) that we prescribe from time to time in the AR Manuals and otherwise in writing. You must use the Technology System to collect and provide us access to that data and other information in the manner we specify. You must preserve and maintain all records, in the manner we periodically specify, in a secure location at the AR Business for at least five years after the end of the fiscal year to which such records relate.

(g) Reporting.

(i) Reports from You. You must provide us with the following documents and reports, in the manner and format that we prescribe from time to time:

(A) concurrently when sent or received by you, copies of all correspondence with Franchisees that are material to the franchise relationship;

(B) on or before the tenth day of each month, a report describing the Prospects that you have contacted and Franchised Health Centers that you have visited;

(C) within 90 days after the end of each fiscal year, a profit and loss and source and use of funds statement(s) for the AR Business for the recently completed fiscal year, and a balance sheet for the AR Business as of the end of such fiscal year;

(D) within 10 days after our request, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we may periodically require relating to you and your AR Business and your financial condition, earnings, sales, profits, costs, expenses, and performance; and

(E) such other documents and reports relating to your AR Business that we may specify from time to time.

(ii) Form of Reports. We may periodically specify the form and content of the reports and financial statements described in Section 8(g)(i) (Reports from You) and may periodically change the timing of the due dates for such reports. You agree to verify and sign each report and financial statement in the manner we prescribe. If we reasonably determine that any report or financial statement submitted to us is materially inaccurate, in addition to the other remedies that we may exercise as a result of such material breach, we may require you to have audited financial statements prepared annually during the Term. We will not publicly disclose data derived from these reports unless we make such public disclosure without disclosing your identity or your AR Business's financial results on an individual (i.e., unconsolidated) basis.

(iii) Our Disclosure of Franchisee Reports. During the Term, we will make reasonable efforts to provide you with copies of correspondence, reports and data issued by each Franchisee to us if: (i) we determine that we are not prohibited by Applicable Laws from doing so; (ii) we determine them to be useful to your operation of your AR Business; and (iii) the reports are the type of information which Franchisees provide to us under their Franchise Agreements. We will also report to you sufficient data with each Compensation payment to enable you to verify the amounts payable.

(h) Judicial Actions. You must notify us within 5 business days of your notice of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, writ, injunction, award or decree, by any court, agency or other governmental instrumentality which may adversely affect your operations or financial condition, your AR Business, or any Franchisee or Health Center in the Territory. You may not sue any of our Franchisees or approved vendor suppliers without our prior written permission, which we may withhold in our sole discretion.

(i) Ancillary Activities. You must disclose to us any and all income, fees, monies earned, and any other type of remuneration, compensation or consideration you or your Affiliates receive by, directly or indirectly, selling, providing, brokering, or assisting in the sale of goods or services to Franchisees (an “**Ancillary Activity**”) in connection with your AR Business, (including real estate commissions), but excluding anything we pay to you. You will not engage in any Ancillary Activities, or receive any consideration for doing so, unless and until you have notified us and we have approved such activity. You will not engage in any such Ancillary Activity that we have not approved in writing. You must also disclose to us on a quarterly basis the information we request concerning the earnings you or your Affiliates receive from Ancillary Activities. You consent to our disclosure of such information as required by law.

(j) Taxes. You and your Owners are solely responsible for all taxes, assessments, and government charges levied or assessed, however denominated or levied upon you or the AR Business, in connection with the business you will conduct under this Agreement (except any taxes we are required by law to collect from you with respect to purchases from us).

(k) Notices.

(i) Notices to Public. You will prominently display in the AR Business all statements that we prescribe from time to time identifying you as the independent owner of the AR Business and our authorized franchisee. All checks, invoices, stationery and advertising materials which you use in operating your AR Business will also have a statement in the form we periodically

prescribe identifying you as the independent owner of the AR Business and indicating that you are our authorized franchisee.

(ii) **Notices to Employees.** You must prominently post signs at the AR Business (including in the area in which all official employment-related notices are posted) and at your offices informing your employees and independent contractors that their relationship is solely with you and that they are not an employee of us or any of our Affiliates. You are solely liable for any employment-related issues. Similar language must be included in all of your employment contracts, offer letters and employee handbooks. We may promulgate and periodically modify the language and specifications for such required postings and notices.

9. **MARKETING.**

(a) **Establishment of AR Brand Fund.** We may, in our sole discretion, establish a Relive advertising fund for AR Businesses (the “**AR Brand Fund**”) for such advertising, marketing, and public relations programs and materials on a system-wide basis that we deem necessary or appropriate, in our sole discretion. If we establish the AR Brand Fund, you will be required to participate in it. We will contribute any AR Brand Fund Fees that we collect from you to the AR Brand Fund. We reserve the right to defer or reduce contributions of any or all Area Representative franchisees and, upon 30 days’ prior written notice to you, to reduce or suspend contributions to and operations of the AR Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the AR Brand Fund. If the AR Brand Fund is terminated, all unspent monies on the date of termination will, at our option, be spent in accordance with this Section until such amounts are exhausted or be distributed to our franchisees in proportion to their respective contributions to the AR Brand Fund during the preceding 12 calendar months.

(b) **Use of the Funds.** We or our Affiliates will direct all programs funded or sponsored by the AR Brand Fund, with sole discretion over the creative concepts, materials and endorsements, and the geographic, market and media placement and allocation. You agree that the AR Brand Fund may be used to pay the costs of preparing, producing, and distributing advertising materials in any form or format; administering regional and multi-regional advertising programs, including, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; developing marketing and advertising training programs and materials; conducting market research and secret shopper programs; creating, maintaining, and optimizing the System Website, other websites, and applications; implementing keyword or ad word purchasing programs; conducting and managing social media activities; supporting public relations and other advertising, promotion and marketing activities; and reimbursing administrative costs as described in paragraph (c) below. The AR Brand Fund may, from time to time, furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

(c) **Accounting for the Fund.** The AR Brand Fund will be accounted for separately from our or our Affiliates’ other funds and will not be used to defray any of our or our Affiliates’ general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we or they may incur in activities related to the administration of the AR Brand Fund and its programs, including conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the AR Brand Fund. We or our Affiliates may spend on behalf of the AR Brand Fund, in any fiscal year an amount greater or less than the aggregate contribution of all AR

Businesses to the AR Brand Fund in that year. The AR Brand Fund may borrow from us or others to cover deficits or invest any surplus for future use. If we or our Affiliates lend money to the AR Brand Fund, we or they may charge interest at an annual rate 1% greater than the rates we or they pay our or their lenders. We will prepare an annual statement of monies collected and costs incurred by the AR Brand Fund and, after its preparation, furnish the statement for the most recently completed fiscal year to you upon your written request. We have the right to cause the AR Brand Fund to be incorporated or operated through a separate Entity at such time as we deem appropriate, and such successor Entity will have all of the rights and duties specified in this Agreement.

(d) AR Brand Fund Limitations. You acknowledge that the AR Brand Fund will be intended to promote recognition of the Marks, efforts to recruit Prospects, and patronage of Health Centers generally. Although we or our Affiliates will endeavor to utilize the AR Brand Fund to develop advertising and marketing materials and programs and to place advertising that will benefit all AR Businesses, we and our Affiliates undertake no obligation to ensure that expenditures by the AR Brand Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the AR Brand Fund by AR Businesses operating in that geographic area or that any AR Business will benefit directly or in proportion to its contribution to the AR Brand Fund from the development of advertising and marketing materials or the placement of advertising. We and our Affiliates assume no direct or indirect liability or obligation to you with respect to collecting amounts due to, or maintaining, directing or administering, the AR Brand Fund in accordance with this Agreement.

(e) Local Advertising.

(A) Your Advertising Requirements. You must ensure that all of your advertising, marketing, promotional, public relations and other brand related programs and materials that you or your agents or representatives develop or implement relating to the AR Business or Franchises is completely clear, factual and not misleading, complies with all Applicable Laws, and conforms to the highest ethical standards and the advertising and marketing policies that we periodically specify in the AR Manuals or otherwise. Any media advertising or direct mail marketing that you conduct must be predominantly focused within your Territory, unless we agree otherwise. There are no territorial restrictions from accepting business from Prospects that reside or work or are otherwise based outside of your Territory if these Prospects contact you, but we reserve the right to implement rules and restrictions regarding soliciting such customers in the future in our AR Manuals or otherwise in writing. If required by the laws of your jurisdiction, all advertising and promotion relating to the solicitation of Prospects must be approved by the appropriate regulatory authorities prior to their usage.

(B) Approval of Advertising Materials. You must obtain our written approval of all advertising and promotional plans and materials before their use. You will submit all unapproved plans and materials to us. If you do not receive written approval within 30 days of our receipt of such materials, we will be deemed to have disapproved the materials. You will not use any plans or materials that we have not developed or approved and will promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from us. We will have the final decision on all creative development of advertising and promotional messages and when they can be published.

(f) Digital Marketing.

(A) Restriction on Digital Marketing. Unless we consent otherwise in writing, you, your employees, and any third-party representatives or digital marketing agencies may not, directly or indirectly, conduct or be involved in any websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, etc.), applications, keyword or ad word purchasing programs, mobile applications, or other means of digital advertising on the Internet or any electronic communications network (collectively, “**Digital Marketing**”) that use the Marks or that relate to the AR Business, Health Centers, or the network. You may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet.

(B) System Website. At our option, we or one or more of our designees may establish and maintain one or more websites to advertise, market, and promote AR Businesses, Health Centers, the Marks, and the AR Business and Health Center franchise opportunities (the “**System Websites**”), which we may periodically update. We may, at our option, discontinue any or all System Websites at any time. Nothing in this Section will limit our right to maintain websites other than the System Website or to offer and sell merchandise bearing the Marks from the System Website, another website or otherwise over the Internet without payment or obligation of any kind to you.

(C) Social Media Sites. We also may maintain one or more social media accounts (such as Facebook, Twitter, Instagram, Pinterest, or such other social media sites). You may not establish or maintain any social media accounts utilizing any usernames, or otherwise associating with the Marks, without our advance written consent. We may designate from time to time regional or territory-specific usernames/handles that you must maintain. You will adhere to any social media policies that we establish from time to time and will require all of your employees to do so as well. You must ensure that none of your Owners, managers or employees use our Marks on the Internet or any electronic communications network, except in strict compliance with these social media policies. Use of social media, including any pictures that may be posted on, using or through one or more social media sites, must be in compliance with the AR Manuals and System Standards, including our then-current take-down policy.

(D) Ownership. We will own all intellectual property and other rights in the System Website, any mobile applications, any social media pages or accounts related to the Health Centers, any related domain names or usernames, and all information they contain (including the domain name or URL for such webpage, the log of "hits" by visitors, and any personal or business data that visitors supply), which shall all be part of the Intellectual Property. You acknowledge and understand that the registration for any domain names or social media accounts shall be maintained exclusively in our name or the name of our designee.

(E) No Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES (WHETHER EXPRESS, IMPLIED OR STATUTORY) RELATED TO THE AVAILABILITY AND PERFORMANCE OF THE WEBSITE, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW,

WE SHALL NOT BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES (INCLUDING ANY CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS) RELATED TO THE USE, OPERATION, AVAILABILITY OR FAILURE OF THE WEBSITE.

10. TRANSFER.

(a) **Transfer by Us.** This Agreement is fully transferable by us and will insure to the benefit of any transferee or other legal successor to our interests. We also may change our ownership or form without restriction. You acknowledge and agree that we may (i) delegate or assign some or all our responsibilities under this Agreement to our Affiliates or other third-parties to perform on our behalf; (ii) sell all or any part of our ownership interests, our assets, the Marks and/or the System to a third party; (iii) go public or engage in a private placement of some or all of our securities; (iv) merge, acquire other entities, or be acquired by another Entity (whether competitive or not); and/or (v) undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. If we assign our rights in this Agreement, nothing in this Agreement shall be deemed to require us to remain in the AR Business or Health Center business or to offer or sell any products or services to you.

(b) **Transfer by You.**

(A) **Definition of Transfer.** For purposes of this Agreement, “**Transfer**” as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in this Agreement, the AR Business, substantially all the assets of the AR Business, or in the ownership of the franchisee (if you are an Entity). “**Transfer**” as a noun means any such sale, assignment, gift, transfer, pledge, mortgage, or encumbrance. A “**Control Transfer**” means any Transfer of (i) this Agreement or any interest in this Agreement; (ii) the AR Business or all or substantially all of the AR Business’s assets; or (iii) any Controlling Ownership Interest (defined below) in you (if you are an Entity), whether directly or indirectly through a transfer of legal or beneficial ownership interests in any Owner that is an Entity, and whether in one transaction or a series of related transactions, regardless of the time period over which these transactions take place. If you are an Entity, references to a “**Controlling Ownership Interest**” in you mean either (i) 20% or more of your direct or indirect legal or beneficial ownership interests in you or (ii) an interest the acquisition of which grants the power (whether directly or indirectly) to direct or cause the direction of management and policies of you or the AR Business to any individual or Entity, or group of individuals or Entities, that did not have that power before that acquisition.

(B) **No Transfer Without Our Consent.** This Agreement and the license contained herein are personal to you, and we have granted the license in reliance on your (and, if you are an Entity, your Owners’) business skill, financial capacity, and personal character. Accordingly, neither you nor any of the Owners or any successors to any part of your interest in this Agreement or the License may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. We may, in our reasonable discretion, withhold or condition our consent for any Transfer, except as otherwise

provided in Section 10(d) (Transfer to an Entity). If your AR Business is not open and operating, we will not consent to your Transfer of this Agreement, and we are under no obligation to do so. Any purported Transfer, without our prior written consent, will be null and void and will constitute an Event of Default (as herein defined), for which we may terminate this Agreement without opportunity to cure.

(C) Transfer Procedure. If you or any of your Owners desire to make a Transfer, you must promptly provide us with written notice. We have the right to communicate with both you, your counsel, and the proposed transferee on any aspect of a proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. No Transfer that requires our consent may be completed until at least 60 days after we receive written notice of the proposed Transfer, including a copy of the letter of intent or purchase agreement between you and the proposed transferee, an application package, a transfer term worksheet, and any other materials specified in the AR Manuals. Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with the terms of this Agreement.

(c) Transfer. For a proposed Transfer, in addition to any other conditions that we may specify, the following conditions apply (unless waived by us):

(A) The proposed transferee and each of its owners must be individuals who, in our reasonable judgment, meet our then-applicable reasonable standards for new Area Representatives, including (a) the fact that they do not directly or indirectly own or perform services for a Competitive Business (as defined in Section 14(a) (Competitive Business)) (this restriction will not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than 5% of the number of shares of that class of securities which are issued and outstanding) and (b) they intend to acquire the Pilot Health Center from you or already own a Health Center that we consider appropriate to serve as their Pilot Health Center;

(B) The terms and conditions of the proposed Transfer (including the purchase price) are satisfactory to us;

(C) If the Transfer is a Control Transfer or the transferring Owner is your Managing Owner, the proposed transferee (or its Managing Owner) must complete our initial training program to our satisfaction at their expense (unless the transferee is an existing Area Representative);

(D) If the Transfer is of an ownership interest in you, the proposed transferee, if its resulting ownership interests in you meets our then-current thresholds for owner guarantees, must sign our then-current form of Owners Guaranty; and, if the Transfer is a Control Transfer, the proposed transferee must agree to assume all of your duties and obligations and, at our option: (a) have agreed in writing to be bound by all of the terms and conditions of this Agreement and any ancillary agreements, such as the Owner's Guaranty; or (b) sign the form of area representative agreement and ancillary agreements we then are using in connection with the grant of new AR Business franchises, which may differ materially from this Agreement (including increased fees, and conditions for renewal and additional Transfers), except that the term under such Area Representative equal to the then-remaining Term under this Agreement (including any Successor License

rights you have under this Agreement, if any, but not adding any Successor License rights that you did not have prior to the transfer). Except in the event of changes to applicable law which materially change the economics of our obligations under this Agreement as compared to the economics of your obligations, the form of Area Representative Agreement to be executed pursuant to this Section shall be modified to provide for: (i) Compensation no less favorable to Area Representative than the Compensation set forth in this Agreement; (ii) a Territory no smaller than the Territory forth in this Agreement; and (iii) an amendment including the same terms and provisions negotiated in this First Addendum to this Agreement;

(E) All monetary obligations (whether hereunder or not) of you to us or our Affiliates are paid in full;

(F) You and your Affiliates are not in default under this Agreement or any other agreement between you and us or our Affiliates;

(G) You must submit all required reports, financial statements and other documents due us up to the effective date of the Transfer;

(H) We must have received a transfer fee equal to \$10,000 (\$5,000 if the Transfer is not a Control Transfer);

(I) You (and your transferring Owners) must have signed general releases, in a form satisfactory to us, of any and all claims you and your related parties have against us and our Affiliates, and our and their respective owners, officers, directors, employees, and agents;

(J) If the Transfer is a Control Transfer, you first offered to sell such interest to us pursuant to Section 10(e) (Our Right of First Refusal) and we have declined to exercise our right of first refusal in the manner set forth therein;

(K) If you or your Owners finance any part of the sale price of the transferred interest, you and your Owners must have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements, or security interests that you or your Owners have reserved are subordinate to the transferee's obligation to pay Royalties, Brand Fund Contributions and other amounts due to us and otherwise to comply with this Agreement;

(L) You and your transferring Owners must agree in writing for our and the transferee's benefit to continue to observe the restrictions contained in Sections 13 (Confidential Information), 14 (Non-Compete), and 16 (Effect of Termination or Expiration of this Agreement); and

(M) You must have provided us with any material reasonably requested by us, including any loan or financing documents, at least 30 days prior to the proposed Transfer's effective date.

(d) **Transfer to an Entity.** If you are an individual or group of individuals and are in compliance with this Agreement, then upon no less than 10 days' prior written notice to us, and upon your compliance with our then-current transfer policies and procedures, you may Transfer

this Agreement to an Entity formed solely to operate the AR Business and, if applicable, other AR Businesses in which you maintain management control and of which you own 100% of the financial and voting interests, provided that all assets of the AR Business are owned, and the entire business of the AR Business is conducted, by such Entity. If you are a group of individuals, any such individual who will not own an Ownership Interest in such Entity must sign the form of agreement that we reasonably require in which each such individual releases any rights under this Agreement and releases any and all claims against us and our Affiliates and our and their respective owners, officers, directors, employees and agents. Any Transfer made in compliance with this Section 10(d) is not subject to the conditions or requirements in Section 10(c) (Control Transfers) or 10(e) (Our Right of First Refusal). However, transfers of Ownership Interests in the new Entity, including the issuance of new Ownership Interests in such Entity to any person other than you, will be subject to the applicable provisions of this Section 10. All Owners of the new Entity (including you) must execute and deliver to us our standard form of Owner's Guaranty. You will remain liable for performance of this Agreement by any Entity to which you transfer this Agreement. You also agree to enter into an amendment to this Agreement or other document to reflect the new Entity as franchisee and ownership structure.

(e) Our Right of First Refusal.

(A) Purchase Offers. Any proposal or offer to purchase your AR Business or ownership interests in you that are subject to our consent under this Section 10 must be made separate and apart from any other rights (including with respect to the purchase of Franchised Health Centers owned by your Affiliates), and a separate purchase price must be assigned to the AR Business or ownership interests that are proposed to be purchased.

(B) Our Right. We have the right, exercisable within 30 days after receipt of (a) the notice of your intent to Transfer an interest that, as provided above, is subject to this Section 10(e) and (b) and such documentation and information that we require (as specified in the AR Manuals or as otherwise requested by us), to send written notice to you that we intend to purchase the interest proposed to be Transferred on the same economic terms and conditions offered by the third-party or, at our option, the cash equivalent thereof. If you and we cannot agree on the reasonable equivalent in cash or if the Transfer is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value determined by the appraiser or may elect at that time to not exercise our rights. We must receive, and you and your Owners agree to make, all customary representations, warranties and indemnities given by the seller of the assets of a business or ownership interests in an Entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and (if applicable) ownership interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or ownership interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the AR Business prior to the closing of our purchase. Closing on our purchase must occur within 90 days after the date of our notice to the seller electing to purchase the interest. We may assign our right of first refusal to another Entity or person either before or after we exercise it. However, our right of first refusal will not apply with regard to Transfers to an Entity under Section 10(d) (Transfers to an Entity).

(C) **Declining Our Right.** If we elect not to exercise our rights under this Section, the transferor may complete the Transfer after complying with the applicable provisions in this Section 10. Closing of the Transfer must occur within 90 days of our election (or such longer period as Applicable Laws may require); otherwise, the third-party's offer will be treated as a new offer subject to our right of first refusal. Any material change in the terms of the offer from a third-party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer. The Transfer is conditional upon our determination that the Transfer was on terms substantially the same as those offered to us.

11. DEATH OR DISABILITY.

(a) **Transfer Upon Death or Disability.** Upon the death of any of your Owners, the transfer of the deceased Owner's interests in you will be subject to the Transfer provisions in Section 10 (Transfers) above. Upon the Disability of your Managing Owner, the Managing Owner or its executor, administrator, conservator, guardian, or other personal representative must, within a reasonable time (not to exceed six months after such Disability), Transfer its ownership interests in you in compliance with the terms and conditions applicable to Transfers contained in Section 10 (Transfer). "Disability" means the inability of a person to perform his or her normal responsibilities at the AR Business for a consecutive period of at least 90 days or for a total of 180 days during any 12-month period.

(b) **Operation Upon Death or Disability.** Within 30 days after the death or Disability of your Managing Owner, you must appoint a qualified manager or replacement Managing Owner (subject, in either case, to our approval) to operate the AR Business. Such manager will be required to complete our management training program to our satisfaction. If, prior to or after the appointment of the manager or replacement Managing Owner, we determine that the AR Business is not being operated properly according to our System Standards, we or our designee have the right (but not the obligation) to enter the AR Business's office and assume the AR Business's management for any period of time that we deem appropriate. All funds from the AR Business's operation during the period of our (or our designee's) management will be kept in a separate account and all AR Business expenses will be charged to such account. In addition to all other fees and payments owed hereunder, we have the right to retain the Compensation during any period that we manage the AR Business and may charge you a management fee equal to 125% of any expenses we incur (including our out-of-pocket expenses and a pro-rata portion of the compensation we pay to any personnel involved in managing your AR Business) in connection with the AR Business's management. We or our designee will have a duty only to use reasonable efforts upon assuming the AR Business's management and will not be liable to you for any debts, losses or obligations that the AR Business incurs, or to any creditors for any supplies or other products or services purchased for the AR Business, in connection with such management.

(c) **AR Business Succession Planning.** You have a right to create and request approval of a succession plan prior to the death or Disability of any of your Owners. In such plan, you shall designate one or more possible qualified managers and/or replacement Managing Owners to serve upon the death or Disability of your Managing Owner. Moreover, you shall communicate to us your Owners' plans for their postmortem Transfers of the interests in you. Upon our approval of your succession plan, the approval of which shall not be unreasonably withheld, the postmortem Transfers of your interests in you upon any of your Owners' death or Disability shall be deemed consented to by us and our Right of First Refusal under Section 10(e) will not apply to the Transfers indicated in your succession plan.

12. INTELLECTUAL PROPERTY.

(a) Marks and Trade Dress.

(i) **Acknowledgements.** You acknowledge that, as between us and you, (a) we or our Affiliates are the owner of and have superior rights to the Marks and the Trade Dress, (b) you have no interest in the Marks and the Trade Dress beyond the nonexclusive license granted herein, and (c) we have the exclusive right and interest in and to the Marks and the Trade Dress and the goodwill associated with and symbolized by them. Upon the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with or attached to any portion of the Marks, Trade Dress, and our other Intellectual Property (defined below), whether or not associated with your activities as a franchisee under this Agreement. Nothing herein shall constitute a representation or warranty from us or our Affiliates as to title to or ownership of any Marks or other Intellectual Property.

(ii) **Rights.** Your right to use the Marks and Trade Dress applies only to the AR Business operated in the Territory as expressly provided in this Agreement, including advertising related to the AR Business. You may only use in your AR Business the Marks and the Trade Dress we designate, and only in compliance with written rules that we prescribe from time to time. You may not use any Mark (i) as part of any corporate or legal business name (except for a fictitious name in a form that we approve), (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, electronic address, metatag, social media account, or otherwise in connection with any website or other electronic medium without our consent, or (v) in any other manner we have not expressly authorized in writing. No materials on which any of the Marks or the Trade Dress appears will be used by you without our prior written approval, which may be revoked at any time upon reasonable notice to you. You must display the Marks in a manner that we specify on signage at the AR Business's office and on all written materials, forms, advertising, promotional materials, supplies, employee uniforms, business cards, receipts, letterhead, contracts, stationary, and other materials we designate.

(b) **Copyrights.** You acknowledge that as between you and us, any and all present or future copyrights relating to the System or the Relive[®] concept, including the AR Manuals and marketing materials, (collectively, the "Copyrights") belong solely and exclusively to us. You have no interest in the Copyrights beyond the non-exclusive license granted in this Agreement.

(c) **No Contesting Our Rights.** During the Term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest our or our Affiliates' ownership, title, right or interest in or to, or our license to use, or the validity of, (i) the Marks, (ii) the Trade Dress, (iii) the Copyrights, or (iv) any trade secrets, methods, or procedures that are part of the System (collectively, the "**Intellectual Property**"), or contest our and our Affiliates' sole right to register, use, or license others to use the Intellectual Property.

(d) **Changes to the Intellectual Property.** We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Intellectual Property and to adopt entirely different or new Intellectual Property for use with the System without any liability to you, in our

sole discretion. You agree to implement any such change at your own expense within the time we reasonably specify.

(e) **Third-Party Challenges.** You are responsible for researching and identifying unauthorized and infringing uses of the Intellectual Property in your Territory. You agree to notify us promptly of any unauthorized use of the Intellectual Property of which you have knowledge. You also agree to inform us promptly of any challenge by any person or Entity to the validity of our ownership of or our right to license others to use any of the Intellectual Property. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Intellectual Property, including any settlement. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our Affiliates in connection with any such action. You agree to execute all documents and render any other assistance we may deem necessary to assist us in any such proceeding or any effort to maintain the continued validity and enforceability of the Intellectual Property.

(f) **Innovations.** You agree to promptly disclose to us all ideas, concepts, methods, techniques and products conceived or developed by you and/or any of your Affiliates, Owners, agents, representatives, contractors or employees during the Term relating to the development or operation of an AR Business or Health Center ("**Innovations**"), whether or not protectable intellectual property and whether created by or for you or your Owners or employees. All Innovations will be deemed our sole and exclusive property and works made-for-hire for us. We have the right to incorporate Innovations into the System and may use them and authorize you and others to use them in the operation of AR Businesses or Health Centers. Innovations will then also constitute Confidential Information. To the extent any Innovation does not qualify as a work made-for-hire for us, by this Section you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your Owners, employees, and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our Affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the AR Business or otherwise without our prior approval.

(g) **Post-Termination or Expiration.** Upon the expiration or termination of this Agreement for any reason, all of your rights to use the Intellectual Property will automatically revert to us without cost and without the execution or delivery of any document. Upon our request, you will execute all documents that we require to confirm such reversion.

(h) **Non-Disparagement.** You agree not to (and to use your best efforts to cause your current and former owners, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, Affiliates, successors and assigns not to) disparage or otherwise speak or write negatively, directly or indirectly, of us, our Affiliates, any of our or our Affiliates' directors, officers, employees, representatives or Affiliates, current and former franchisees or area representatives of us or our Affiliates, the Relive[®] brand, the System, any AR Business, any Health Center or other business using the Marks, any other brand or service-marked or trademarked concept of us or our Affiliates, or which would subject the Relive[®] brand or such other brands to ridicule, scandal, reproach, scorn, or indignity, or which would negatively impact the goodwill of us, the Relive[®] brand, or such other brands.

13. CONFIDENTIAL INFORMATION.

(a) Confidentiality of Trade Secrets and Other Confidential Information.

(i) Definition of Confidential Information. “Confidential Information” means certain information, processes, methods, techniques, procedures and knowledge, including knowhow (which includes information that is secret and substantial), AR Manuals and trade secrets (whether or not judicially recognized as a trade secret), developed or to be developed by us, our predecessor, or our or its Affiliates relating directly or indirectly to the development or operation of an AR Business or a Relive Health Center. With respect to the definition of know-how, "secret" means that the know-how as a body or in its precise configuration is not generally known or easily accessible and "substantial" means information which is important and useful to you in developing and operating the AR Business or a Relive Health Center. Without limiting the foregoing, Confidential Information includes, but is not limited to:

(A) methods, techniques, equipment, specifications, standards, policies, procedures and information relating to the sale, development, operation, and franchising of AR Businesses and Health Centers;

(B) knowledge of suppliers and specifications for certain materials, equipment and fixtures for AR Businesses and Health Centers;

(C) operating results and financial performance of AR Businesses and Health Centers, including your AR Businesses or Health Centers;

(D) Personal Information;

(E) any and all marketing, promotional or training materials used in the operation of or relating to AR Businesses or Health Centers; and

(F) the System Standards and the AR Manuals.

Confidential Information does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of you, (ii) information disclosed to you by a third party having legitimate and unrestricted possession of such information, or (iii) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when the parties began discussing the sale of the franchise.

(ii) Ownership. You acknowledge and agree that we and our Affiliates own all right, title and interest in and to the Confidential Information, which is proprietary and a valuable asset of us and our Affiliates. We will disclose to you such parts of the Confidential Information as we determine (in our sole judgment) are required for the operation of an AR Business during training and in guidance and assistance furnished to you during the Term in the AR Manuals, orally, or otherwise in writing. You and each of your Owners acknowledge and agree that neither you, your Owners, nor any other person or Entity will acquire any interest in or right to use the Confidential Information, other than your right to utilize certain Confidential Information in the operation of the AR Business and Health Centers, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition with us and our franchisees.

(iii) Use of Confidential Information. You acknowledge and agree that the Confidential Information is disclosed to you solely on the condition that you and your Owners, and each Owner does hereby agree (on behalf of and with respect to himself/herself only), that, during and after the Term, you and your Owners:

(A) may disclose the Confidential Information to your Owners and employees only to the extent reasonably necessary for the operation of the AR Business, and you may disclose your AR Business's financial results only to a lender or prospective purchaser and, then, only (i) in connection with the proposed loan or sale of your AR Business or of a direct or indirect ownership interest in you and (ii) if the recipient is subject to a confidentiality obligation with respect to such information;

(B) will not use the Confidential Information in any other business or capacity;

(C) will maintain the absolute secrecy and confidentiality of the Confidential Information;

(D) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible or intangible form;

(E) will not disclose the Confidential Information in judicial or administrative proceedings if you are legally compelled to disclose such information, unless you notify us prior to disclosure and have used your best efforts to obtain, and have afforded us the opportunity to obtain, an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed; and

(F) will adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of or access to the Confidential Information, including requiring employees who will have access to such information to execute confidentiality agreements in a form periodically prescribed by us. You must maintain such confidentiality agreements on file for four years after the employee executing such agreement has left your employment, and must provide us, at our request, executed originals of each such agreement.

(b) Personal Information.

(i) Definition of Personal Information. “**Personal Information**” means the names, addresses and other related information related to Prospects, Franchisees, Health Center members, or any other third parties that you obtain in the course of operating the AR Business.

(ii) Protection of Personal Information. You must comply with our System Standards, other directions from us, and all Applicable Laws regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Personal Information and, in any event, employ reasonable means to safeguard the confidentiality and security of Personal Information. If there is a suspected or actual breach of security or unauthorized access

involving Personal Information, you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Personal Information was compromised or disclosed. You are responsible for any financial losses you incur or remedial actions that you must take as a result of a breach of security or unauthorized access to Personal Information in your control or possession.

(iii) Ownership of Personal Information. You agree that all Personal Information that you collect in connection with your AR Business is deemed to be owned by us and must be furnished to us at any time that we request it. In addition, we and our Affiliates may, through the Technology System or otherwise, have independent access to Personal Information.

(iv) Use of Personal Information. You have the right to use Personal Information while this Agreement is in effect, but only to market Franchises and provide services to Franchisees in accordance with the policies that we establish periodically and Applicable Laws. You may not sell or transfer Personal Information for any purpose. We and our Affiliates may use Personal Information in any manner or for any purpose. You must secure from Prospects and others all consents and authorizations, and provide them all disclosures, that Applicable Laws requires to transmit Personal Information to us and our Affiliates, and for us and our Affiliates to use that Personal Information, in the manner that this Agreement contemplates.

(c) Nondisclosure and Noncompetition Agreements with Certain Individuals. We have the right to require any of your Owners (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and employees of your AR Business to execute a nondisclosure agreement, in a form reasonably satisfactory to us, upon execution of this Agreement or prior to each such person's affiliation with you. Additionally, we have the right to require any of your Owners (and any member of their immediate families or households), and any officer, director, or executive of your AR Business to execute a noncompetition agreement, in form reasonably satisfactory to us, upon execution of this Agreement or prior to each such person's affiliation with you. Upon our request, you will provide us with copies of all nondisclosure and noncompetition agreements signed pursuant to this Section. Such Agreements shall remain on file at your offices and are subject to audit or review as otherwise set forth in this Agreement. We will be a third-party beneficiary with the right to enforce covenants contained in such agreements or, at our option, we will be a direct party to the agreement.

14. NON-COMPETE.

(a) Competitive Business. We have granted the AR Business to you in consideration of and reliance upon your (and your Owners') agreement to deal exclusively with us. You acknowledge and agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among our franchisees if you (or your Owners) were permitted to hold interests in or perform services for:

(i) (a) any med spa or medical Health Center offering any of the following services or services alike: Hormone Optimization Therapy, various Vitamin infusions, Vitamin booster shots, Ozone Therapy, various Med Spa services, laser treatments, and medical aesthetics (b) an online or telemedicine program promoting services related to the above, or (c) one or more similar facilities or businesses promoting health and wellness to the public through the medical services listed above or services alike;

(ii) any Entity that grants franchises or licenses for any of the businesses described in numeral (i);

(iii) any area representative, Broker, business broker, or the like for any of the businesses described in numeral (i); or

(iv) any business in which Confidential Information could be used to the disadvantage of us, our Affiliates, or other Relive franchisees (each, a “**Competitive Business**”). For the avoidance of doubt, another Health Center or AR Business will not be considered a Competitive Business.

(b) **During Term.** You agree that, during the Term, neither you nor any of your Owners, directors, or officers (nor any of your or their spouses, parents, siblings, or children) will, without our prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or Entity:

(i) own, manage, engage in, be employed by, advise, make loans to, provide services to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business located or operating anywhere;

(ii) interfere with our, our Affiliates’, or any other AR Business or Health Center owner’s relationships with any vendors or suppliers;

(iii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, our Affiliates, the AR Business, or any other AR Businesses or Health Centers to a Competitive Business; or

(iv) perform any act prejudicial or injurious to the goodwill associated with the Marks or the System.

(c) **After Termination, Expiration, or Transfer.** For two years after the expiration or termination of this Agreement or an approved Transfer to a new area representative, you and your Owners may not, without our prior written consent, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person or Entity:

(i) own, manage, engage in, be employed by, advise, make loans to, provide services to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business located or operating: (A) in the Territory; (B) within a 25-mile radius of the Territory; or (C) within a 10-mile radius of any Health Center in operation or under development on the effective date of termination or expiration of this Agreement;

(ii) interfere with our, our Affiliates’, or any other AR Business or Health Center owner’s relationship with any vendors or suppliers;

(iii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, our Affiliates, the AR Business, or any other AR Businesses or Health Centers to a Competitive Business; or

(iv) provide or market any products or services to our Area Representatives or Franchisees.

(v) perform any act prejudicial or injurious to the goodwill associated with the Marks or the System.

(d) **Publicly Traded Corporations.** Ownership of less than five percent of the outstanding voting stock of any class of stock of a publicly traded corporation will not, by itself, violate this Section 14.

(e) **Enforcement of Covenants.** You acknowledge and agree that (i) the restrictive covenants contained in this Section 14 are essential elements of this Agreement and that without their inclusion, we would not have entered into this Agreement; (ii) the time, territory, and scope of the covenants provided in this Section 14 are reasonable and necessary for the protection of our legitimate business interests; (iii) you have received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section 14 is judicially determined to be unenforceable by virtue of its scope or in terms of area or length of time, but may be made enforceable by reductions of any or all thereof, the same will be enforced to the fullest extent permissible. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section 14. You acknowledge that any breach or threatened breach of this Section 14 will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of an injunction prohibiting any conduct violating the terms of this Section 14. Such injunctive relief will be in addition to any other remedies that we may have.

15. **TERMINATION OF AGREEMENT.**

(a) **Termination By You.** You may terminate this Agreement if we commit a material breach of any of our obligations under this Agreement and fail to correct such breach within 30 days after your delivery of written notice to us of such breach; provided, however, that if we cannot reasonably correct the breach within this 30-day period but provide you, within this 30-day period, with reasonable evidence of our effort to correct the breach within a reasonable time period, then the cure period will run through the end of such reasonable time period. Abandoning your AR Business operations in the manner described in Section 16(b)(v) will be deemed to be your termination of this Agreement without cause.

(b) **Termination by Us.** Any one or more of the following constitutes an “**Event of Default**” under this Agreement:

(i) you (or any of your Owners) have made or make any material misrepresentation or omission in connection with your application for and acquisition of the AR Business or your operation of the AR Business, including by making misrepresentations or omissions to Franchisees;

(ii) you or your Managing Owner fail to complete to our satisfaction the Area Representative Training Program and/or any additional, supplemental or refresher training programs;

(iii) your Affiliate fails to timely open your Pilot Health Center (if not opened as of the Effective Date) or your Pilot Health Center closes without a replacement in place that we have approved in writing;

(iv) you fail to ensure that the minimum number of Health Centers specified in the Development Schedule are open and operating in the Territory by each Development Deadline, provided that such failure is not due to: (x) our unreasonably withholding approval of a Prospect; (y) our unreasonably delaying the closing of a sale to an approved Prospect; or (z) circumstances that we determine, in our sole discretion, are outside of your control, including, but not limited to, tight real estate markets in the Territory, and are not directly or indirectly related to your acts or omissions, and you do not correct such failure within 90 days after we deliver written notice of the failure to you; provided, however, that if you have engaged in good faith efforts to correct the failure in the initial 90-day cure period, but have been unable to do so, we will provide you with an additional 90 days to correct the failure;

(v) you (a) abandon or fail to actively operate the AR Business for ten consecutive business days during any calendar month (b) assert, in writing, your intention to permanently close your AR Business prior to the end of the Term without our consent, or (c) otherwise engage in acts that would cause us to reasonably conclude that you have abandoned the AR Business;

(vi) you or any of your Owners makes a purported Transfer in violation of Section 10 (Transfer);

(vii) you, any Owner, or any of your officers or directors are convicted of or plead nolo contendere to a felony, a crime involving moral turpitude or consumer fraud, or any other crime or offense that we believe is likely to have an adverse effect on our franchise system, the Marks and any associated goodwill, or the Relive® concept (an “Adverse Effect”) or you, any Owner, or any of your officers or directors has engaged in or engages in activities that, in our reasonable opinion, have an Adverse Effect;

(viii) you (or any of your Owners) improperly disclose, misuse, or misappropriate any Confidential Information or violate any provisions of Section 14 (Non-Compete);

(ix) you violate any Applicable Laws and do not begin to correct such noncompliance or violation immediately, or do not completely correct such noncompliance or violation within the time period prescribed by law, unless you are in good faith contesting your liability for such violation through appropriate proceedings;

(x) you are restricted in any way and for any period of time from offering or selling franchises by any governmental authority or court, including any injunction or order demanding that you comply with Applicable Laws;

(xi) you make financial performance representations, earnings claims, or projections, or provide any information with regard to sales, revenues or income relating to any Franchisee or any individual Health Center unless in accordance with the provisions of the Health Center FDD to be provided to Prospects;

(xii) [RESERVED];

(xiii) you give preferential treatment to any Franchisee or Prospect in your Territory;

(xiv) you solicit or accept rebates or other benefits or consideration from any vendor;

(xv) 25% or more of the Franchised Health Centers in your Territory are not in substantial compliance with our System Standards as a direct result of your failure to perform in your capacity as an Area Representative, and you do not correct such failure within 30 days after we deliver written notice of the failure to you;

(xvi) you do not attend three or more meetings, trade shows and/or conventions for which we require your attendance during any 36-month period;

(xvii) you encourage, facilitate, assist, or allow a Franchisee to sign a lease without our approval;

(xviii) you fail to consistently communicate with us or the Franchisees in your Territory and to provide copies of all correspondence for our files;

(xix) you make, or authorize anyone else to make, any changes, additions, or deletions to any Documentation that we have approved for use within your Territory;

(xx) you fail to submit required reports or fail to make any payment due to us or any of our Affiliates, and do not correct such failure within five days after delivery of written notice of such failure;

(xxi) you fail to maintain the insurance required by this Agreement or to furnish us with satisfactory evidence of such insurance within the required time and do not correct such failure within five days after delivery of written notice of such failure;

(xxii) you fail to pay when due any federal or state income, service, sales, employment, or other taxes due from the operations of the AR Business, unless you are in good faith contesting your liability for such taxes through appropriate proceedings;

(xxiii) you (or any of your Owners) breach this Agreement on three or more separate occasions within any period of 12 consecutive months, and we provide you with written notice of such breaches in accordance with Section 21(e) (Notices and Payments), whether or not such breaches are corrected after notice from us;

(xxiv) you repeatedly fail to pay amounts owed to our designated, approved, or recommended suppliers within 30 days following the due date (unless you are contesting the amount in good faith), or you default (and fail to cure within the allocated time) under any note, lease, or agreement we deem material pertaining to the operation or ownership of the AR Business;

(xxv) [RESERVED];

(xxvi) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of your property; the AR Business is attached, seized, or levied upon, unless such attachment, seizure, or levy is vacated within 60 days; a lender forecloses on a material portion of your assets; or any order appointing a receiver, trustee, or liquidator of you or the AR Business is not vacated within 60 days following the entry of such order; or

(xxvii) you fail to comply with any other obligation under this Agreement, including any System Standard, and do not correct the failure to our satisfaction within 30 days after we deliver written notice of the failure to you; provided, however, that if we determine you cannot reasonably correct the breach within this 30-day period and you provide us, within this 30-day period, with reasonable evidence of your effort to correct the breach within a reasonable time period, then the cure period will run through the end of such reasonable time period.

(c) Our Remedies After An Event of Default.

(i) Right to Terminate. If an Event of Default occurs, we may, at our sole election and without notice or demand of any kind, declare this Agreement and any and all other rights granted under this Agreement to be immediately terminated and, except as otherwise provided herein, of no further force or effect. Upon termination, you will not be relieved of any of your obligations, debts, or liabilities under this Agreement that survive or are triggered by the expiration or termination of this Agreement, including any debts, obligations, or liabilities that you accrued prior to such termination or any indemnification obligations with respect to matters that occurred prior to such termination but were not asserted until after termination.

(ii) Other Remedies. If an Event of Default occurs, we may, at our sole election and upon delivery of written notice to you, take any or all of the following actions without terminating this Agreement:

(A) temporarily or permanently reduce the size of the Territory, in which event (a) the restrictions on us and our Affiliates under Section 1(b) (Limited Territorial Protection) will not apply in the geographic area that was removed from the Territory and (b) your rights to market Franchises and service Health Centers in the geographic area that was removed from the Territory will end, and we may assign such rights (including the right to receive related Compensation) to ourselves or a third party;

(B) suspend your right to participate in one or more programs or benefits that the AR Marketing Fund provides;

(C) suspend or terminate any temporary or permanent Commission increases or fee reductions or waivers to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

(D) suspend our performance of, or compliance with, any of our obligations to you under this Agreement or other agreements or suspend any services that we or our Affiliates voluntarily provide you under this Agreement or any other agreement; and/or

(E) undertake or perform on your behalf any obligation or duty that you are required to, but fail to, perform under this Agreement. You will reimburse us upon demand for all costs and expenses that we reasonably incur in performing any such obligation or duty plus 25% of our total costs and expenses.

(iii) **Exercise of Other Remedies.** Our exercise of our rights under Section 15(c)(ii) (Other Remedies) will not (i) be a defense for you to our enforcement of any other provision of this Agreement or waive or release you from any of your other obligations under this Agreement, (ii) constitute an actual or constructive termination of this Agreement, or (iii) be our sole or exclusive remedy for your default. You must continue to pay all fees and otherwise comply with all of your obligations under this Agreement (except as set forth in Section 15(c)(ii)(F) (our assumption of management)) following our exercise of any of these rights. If we exercise any of our rights under Section 15(c)(ii), we may thereafter terminate this Agreement without providing you any additional corrective or cure period, unless the default giving rise to our right to terminate this Agreement has been cured to our reasonable satisfaction.

(d) Notwithstanding anything to the contrary, in the event this Agreement is terminated for any reason other than violations of your confidentiality and/or non-competition covenants or unauthorized use of our Trademarks, neither you nor any of your Owners shall be liable for any damages arising out of or related to the such early termination, including, but not limited to, a failure to develop, open, and/or operate the number of units contemplated by this Agreement, and we agree that our sole and exclusive remedy shall be to retain any unapplied AR Fee.

16. EFFECT OF TERMINATION OR EXPIRATION OF THIS AGREEMENT.

You covenant and agree that upon expiration or termination of this Agreement for any reason, unless we direct you otherwise, you must comply with each of the following provisions:

(a) **Payment of Amounts Owed.** If we terminate this Agreement pursuant to its terms and you comply with all of your post-termination obligations, we will pay you all amounts accrued up to the termination date minus any amounts owed to us. You will immediately pay upon demand all sums owing to us and our Affiliates. If this Agreement is terminated due to an Event of Default, you must promptly pay all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of your default. These payment obligations will give rise to and remain, until paid in full, a lien in favor of us against the AR Business premises and any and all of the personal property, fixtures, equipment, inventory, and other Operating Assets that you own at the time of the occurrence of the Event of Default. We are hereby authorized at any time after the Effective Date to make any filings and to execute such documents on your behalf to perfect the lien created hereby. You also must pay to us all damages, costs, and expenses, including reasonable attorneys' fees that we incur after the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provision of this Section 16 (Effect of Termination or Expiration of this Agreement). You will no longer be entitled to receive the Compensation.

(b) **Cease Identification With Us.**

(i) You must immediately cease using, by advertising or in any other manner, (a) the Intellectual Property (including the Marks and the Trade Dress), (b) the System and all other elements associated with the System, and (c) any colorable imitation of any of the

Intellectual Property or any trademark, service mark, trade dress, or commercial symbol that is confusingly similar to any of the Marks or the Trade Dress.

(ii) You may not directly or indirectly at any time or in any manner (except with respect to other AR Businesses or Health Centers you continue to own and operate) identify yourself or any business as a current or former AR Business or as one of our current or former Area Representatives.

(iii) You must immediately take all action required (i) to cancel all assumed name or equivalent registrations relating to your use of the Marks and (ii) to cancel or transfer to us or our designee all authorized and unauthorized domain names, social media accounts, telephone numbers, post office boxes, and classified and other directory listings relating to, or used in connection with, the AR Business or the Marks (collectively, "Identifiers"). You acknowledge that as between you and us, we have the sole rights to and interest in all Identifiers. If you fail to comply with this Section 16(b), you hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, registrar, Internet Service Provider and all listing agencies to transfer such Identifiers to us. The telephone company, the postal service, registrars, Internet Service Providers and each listing agency may accept such direction by us pursuant to this Agreement as conclusive evidence of our exclusive rights in such Identifiers and our authority to direct their transfer.

(iv) You must, at your own expense, remove and deliver to us (or, at our option, destroy) all marketing materials, forms, and other materials containing any of the Marks or otherwise identifying or relating to the AR Business.

(v) If we do not have or do not exercise an option to purchase the AR Business, you must, at your own expense, make such modifications or alterations to the office premises immediately upon termination or expiration of this Agreement that we deem necessary to distinguish their appearance from a Relive AR Business, including removing the signs, the Marks, and any Trade Dress so as to indicate to the public that you are no longer associated with us. If you do not comply with the requirements of this Section, we may enter the AR Business premises without being guilty of trespass or any other tort, for the purpose of making or causing to be made any required changes. You agree to reimburse us on demand for our expenses in making such changes.

(vi) You must provide us with all files, materials, and records you maintained with respect to your interactions with Prospects and Franchisees prior to the termination or expiration of this Agreement.

(vii) You must furnish us, within 30 days after the effective date of termination or expiration of this Agreement, with evidence satisfactory to us of your compliance with the foregoing obligations.

(viii) You must comply with the non-disparagement obligations described in Section 12(h) (Non-Disparagement).

(c) **Confidential Information.** Upon termination or expiration of this Agreement, you and your Owners will refrain from any disclosure of Confidential Information and will immediately cease to use any of our Confidential Information in any business or otherwise and

return to us all copies of the AR Manuals and any other confidential materials that we have loaned to you.

(d) **Competitive Restrictions.** You and your Owners will abide by the non-compete obligations specified in Section 14(c) (After Termination, Expiration, or Transfer).

(e) **Injunctive and Other Relief.** You acknowledge that your failure to abide by the provisions of this Section 16 will result in irreparable harm to us, and that our remedy at law for damages will be inadequate. Accordingly, you agree that if you breach any provisions of this Section 16, we are entitled to injunctive relief (including the remedy of specific performance) in addition to any other remedies available at law or in equity.

(f) **Continuing Obligations.** All of our and your (and your Owners' and Affiliates') obligations which expressly or by their nature survive the termination or expiration of this Agreement will continue in full force and effect subsequent to and notwithstanding its termination or expiration until such obligations are satisfied in full or by their nature expire.

17. INDEMNIFICATION AND INSURANCE.

(a) Indemnification.

(i) **Indemnification Obligation.** You must defend, indemnify, and hold harmless us and our Affiliates, our and their permitted successors and assigns, and each of our and their respective direct and indirect owners, directors, officers, managers, employees, agents, attorneys, and representatives (collectively, the “**Indemnified Parties**”) from and against all Losses (defined below), which any of the Indemnified Parties may suffer, sustain, or incur as a result of a (a) claim asserted by a third party, (b) inquiry made formally or informally by a third party, or (c) legal action, investigation, or other proceeding brought by a third party that directly or indirectly arises out of or relates to: (1) the operation of the AR Business, including any marketing efforts related to the AR Business; (2) the business you conduct under this Agreement; (3) your breach of this Agreement; (4) your noncompliance or alleged noncompliance with any Applicable Laws; or (5) any allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to your employees (each, an “**Indemnified Claim**”). “**Losses**” means any and all losses, expenses, obligations, liabilities, damages (actual, consequential, or otherwise), and defense costs that an Indemnified Party incurs, including accountants’, arbitrators’, mediators’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

(ii) **Indemnification Procedure.** We, or an Indemnified Party, will promptly notify you of any Indemnified Claim, provided, however, that the failure to provide such notice shall not release you from your indemnification obligations under this Section 17(a), except to the extent you are actually and materially prejudiced by such failure. An Indemnified Party shall have the right, in its sole discretion, to (a) require you to defend any Indemnified Claim at your expense using counsel reasonably satisfactory to the Indemnified Party or (b) defend any Indemnified Claim at your expense (or take over control of the defense of any Indemnified Claim at your expense at any point after you have started to provide a defense), including by selecting and hiring counsel and

coordinating the defense. In either case, you must promptly reimburse such Indemnified Party for any and all Losses that it incurs related to the defense of any Indemnified Claims.

(iii) Cooperation and Settlement. You or the Indemnified Party (as the case may be) shall keep you or the Indemnified Party (as the case may be) reasonably apprised of, and shall respond to any reasonable requests concerning, the status of the defense of any Indemnified Claim of which it is maintaining, and shall cooperate in good faith with each other with respect to the defense of any such claim. You shall not, without the prior written consent of the Indemnified Parties, (a) settle or compromise any claim or consent to the entry of any judgment with respect to any Indemnified Claim which does not include a written release from liability of such claim for the Indemnified Parties, or (b) settle or compromise any Indemnified Claim in any manner that may adversely affect the Indemnified Parties other than as a result of money damages or other monetary payments which will be paid by you. Each Indemnified Party may agree to settlements or take any other remedial, corrective, or other actions that it deems appropriate with respect to any Indemnified Claim, and you shall be solely responsible all related Losses, subject to Section 17(a)(iv) (Willful Misconduct or Gross Negligence).

(iv) Willful Misconduct or Gross Negligence. You have no obligation to indemnify or hold harmless an Indemnified Party for, and we will reimburse you for, any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's gross negligence, willful misconduct, or willful wrongful omissions. However, nothing in this Section 17(a)(iv) limits your obligation to defend us and the other Indemnified Parties under Section 17(a)(i) (Indemnification Obligation).

(v) Survival and Recovery. Your obligations in this Section 17(a) will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section 17(a). You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 17(a).

(b) Insurance. You must obtain and thereafter maintain in full force and effect, throughout the Term, at your sole expense, property, professional liability, general liability, motor vehicle liability and other types of insurance we require in the AR Manuals or otherwise in writing from time to time. The liability insurance must cover claims for bodily injury, death and property damages caused by or occurring in connection with your AR Business's operation or activities of your personnel in the course of their employment (within and without your AR Business's premises). All of these policies must contain the minimum coverage we prescribe from time to time and must have deductibles not to exceed the amounts we specify. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. The insurer under any required policy must at all times maintain at least an "A" rating or better as rated by Best's Insurance Reports (or any similar rating that we periodically designate). You must cause us and any Affiliates we designate to be named as additional insureds on any such policies. These insurance policies must provide for 30 days' prior written notice to us of a policy's material modification, cancellation or

expiration. Each insurance policy must contain a waiver of all subrogation rights against us, our Affiliates and our and their successors and assigns. You must routinely furnish us copies of your certificates of insurance or other evidence of your maintaining this insurance coverage and paying premiums. You must notify us of any lawsuits filed against you within five business days after you have notice of such lawsuits, whether or not you have tendered them to your insurance company for defense and/or coverage. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies (including termination), we may (but need not) obtain such insurance for you and your AR Business on your behalf, in which event you must cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

18. AGREEMENT AND INTERPRETATION.

(a) **Entire Agreement.** This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us, and there are no oral or other written understandings, representations, or agreements between us and you, relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. This Agreement includes the terms and conditions on Appendix A, which are incorporated into this Agreement by this reference. Any policies that we adopt and implement from time to time to guide our decision-making are subject to change, are not a part of this Agreement, and are not binding on us. 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.

(b) **Amendment.** Subject to our right to modify System Standards and the AR Manuals periodically and unilaterally, the provisions of this Agreement may be modified only by written agreement between the parties.

(c) **Severability.** Except as expressly provided to the contrary in this Agreement, including in Section 20 (Dispute Resolution), each provision of this Agreement is severable, and if, for any reason, any provision or part of a provision is held to be invalid or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction in a proceeding to which we are a party, that ruling will not impair the operation of, or have any other effect upon, such other portions of this Agreement that remain otherwise intelligible, which will continue to be given full force and effect and bind the parties. If any Applicable Laws requires a greater prior notice than is required under this Agreement of the termination of this Agreement or of our refusal to enter into a Successor License Agreement, or the taking of some other action not required under this Agreement, or if, under any Applicable Laws, any provision of this Agreement or any System Standard is invalid or unenforceable, the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions of this Agreement, and we will have the right to modify such invalid

or unenforceable provision or System Standard to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions or any System Standard any portion or portions which a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order or arbitration award. Such modifications to this Agreement will be effective only in such jurisdiction, unless we elect to give them greater applicability, and will be enforced as originally made and entered into in all other jurisdictions.

(d) Waiver of Obligations. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of notice to the other or such other effective date stated in the notice of waiver. Any waiver we or you grant will be without prejudice to any other rights we or you may have, will be subject to our or your continuing review, and may be revoked by the party granting the waiver at any time and for any reason; provided, however, that any waived breach may not later be used as a ground for terminating this Agreement. Any waiver must be in writing to be enforceable. Our failure to complain or declare that you are in breach of the terms of this Agreement or our failure to give or withhold our approval as provided in this Agreement will not, except as otherwise provided in this Agreement, constitute a waiver of such breach or of such right to withhold our approval. We will not be deemed to waive or impair any of our rights under this Agreement because of our waiver of or failure to exercise any right, whether of the same, similar, or different nature, with other AR Businesses or because of the existence of franchise or license agreements for other AR Businesses which contain provisions different from those contained in this Agreement.

(e) Construction. The headings in this Agreement are for convenience of reference and are not a part of this Agreement and will not affect the meaning or construction of any of its provisions. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. The words “include,” “including,” and words of similar import shall be interpreted to mean “including, but not limited to” and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. “A or B” means “A or B or both.”

(f) Additional Terms; Inconsistent Terms. The parties may provide additional terms by including the terms on Appendix A. To the extent that any provisions of Appendix A are in direct conflict with the provisions of this Agreement, the provisions of Appendix A shall control.

19. INDEPENDENT CONTRACTOR.

This Agreement does not create, nor does any conduct by us create a fiduciary or other special relationship or make you or us an agent, legal representative, joint ventures, partner, employee or servant of each other for any purpose. You are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf. You are, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the AR Business, including any personal property or real property and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the AR Business. Further, we and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable

for any of your acts or omissions under any circumstances. We do not have the right or power to supervise or discipline any of your employees; to determine the hiring, firing, compensation, or terms or conditions of employment of any of your employees; or otherwise to control the labor relations between you and your employees. We have no relationship with your employees and you have no relationship with our employees.

20. DISPUTE RESOLUTION.

(a) Arbitration. All disputes between us (and/or our Affiliates, and/or our and their respective owners, officers, directors, members, agents, and employees) and you (and/or your Owners, Affiliates, officers, directors, members, agents, and employees) arising out of or related to this Agreement or any provision of this Agreement (including the validity and scope of the arbitration obligation under this Section 20 or other issues of arbitrability, which we and you acknowledge is to be determined by an arbitrator, not a court), any other agreement between us (or our Affiliate) and you, or any aspect of our and your relationship, will be determined exclusively by binding arbitration to be conducted under the then-current commercial arbitration rules of the American Arbitration Association. The arbitration will be heard before one arbitrator, unless the damages sought exceed \$1,000,000, in which case the arbitration will be heard before three arbitrators (one selected by us, one selected by you, and the third selected by the two party appointed arbitrators). Arbitration proceedings must be held exclusively in the city in which we have our principal place of business at the time of the filing of the arbitration (currently, Stuart, Florida). Judgment upon the award may be entered in any court of competent jurisdiction. The provisions of this Section are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect after this Agreement's expiration or termination.

(b) Conduct of Arbitration. In any arbitration proceeding, each party in the arbitration must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. In any arbitration, each party in the arbitration will be bound by the provisions of any limitation on the period of time in which claims must be brought under Applicable Laws or this Agreement, whichever expires earlier. The arbitrators must follow Applicable Laws and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us and will not have the right to declare any Mark generic or otherwise invalid. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Section 18(d) (Waiver of Obligations).

(c) Individual Actions. Arbitration must be conducted on an individual basis, and not on a joint, collective, consolidated, or class-wide basis. Only we (and/or our Affiliates, and our and their respective owners, officers, directors, agents, members, and employees) and you (and/or your Owners, Affiliates, officers, directors, agents, members, and employees, if applicable) may be the parties to any arbitration proceeding; and no such arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or Entity. Notwithstanding the foregoing or anything to the contrary in this Section 20 or Section 18(c) (Severability), if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 20, then all parties agree that this arbitration clause will not apply to that dispute and that

such dispute will be resolved in a judicial proceeding in the Selected Courts (as defined in Section 20(e) (Right to Injunctive Relief)).

(d) Relief. The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 20(h) (Waiver of Punitive Damages), award any special, consequential, exemplary, or punitive damages against any party to the arbitration (such parties hereby waive to the fullest extent permitted by law, except as expressly provided in Section 20(h), any right to or claim for any special, consequential, exemplary, or punitive damages against the other parties).

(e) Right to Injunctive Relief. Notwithstanding our and your agreement to arbitrate, either party will have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction with respect to any dispute subject to arbitration; provided, however, that such party must contemporaneously submit the dispute for arbitration on the merits as provided in Section 20(a) (Arbitration). You must make any request for a temporary restraining order or for temporary or preliminary injunctive relief exclusively in the United States District Court for the District in which we have our principal place of business at the time of filing (currently the United States District Court for the Southern District of Florida) or if federal subject matter jurisdiction is lacking, in the appropriate state court closest to our principal place of business at the time of filing (collectively, the "**Selected Courts**"). We may make any request for a temporary restraining order or for temporary or preliminary injunctive relief in the Selected Courts or in any federal or state court with jurisdiction. You and your Owners irrevocably consent to the Selected Courts' jurisdiction over you and your Owners and waive any argument that any other forum is a more convenient forum. In addition to any other relief available at law or equity, we will have the right to obtain restraining orders or temporary or permanent injunctions to: (i) enforce, among other matters, the provisions of this Agreement related to the System; (ii) enforce your obligations on termination or expiration of this Agreement; and (iii) prohibit any act or omission by you or your employees that is a violation of Applicable Laws or that threatens the Intellectual Property.

(f) Governing Law. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act or other federal law, this Agreement, the License, and all claims arising from or related to the relationship between us and you, will be governed by the laws of the State of Florida, without regard to its conflict of laws principles, except that any Florida law regulating the sale of franchises, licenses, or business opportunities, or governing the relationship of a franchisor and its franchisee or the relationship of a licensor and its licensee, or involving unfair or deceptive acts or practices, will not apply unless its jurisdictional requirements are met independently without reference to this Section.

(g) Waiver of Jury Trial. WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU (OR YOUR OWNERS) OR US. WE AND YOU EACH ACKNOWLEDGE THAT WE AND YOU MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS.

(h) Waiver of Punitive Damages. EXCEPT FOR YOUR OBLIGATIONS TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SUBSECTION 17(A) (INDEMNIFICATION), WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES HE, SHE, OR IT SUSTAINS.

(i) Limitations of Claims. EXCEPT FOR (i) YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 17(A) (INDEMNIFICATION), (ii) CLAIMS ARISING FROM YOUR (OR YOUR OWNERS') UNAUTHORIZED USE OF OUR INTELLECTUAL PROPERTY, AND (iii) CLAIMS ARISING FROM YOUR NON-PAYMENT OF ANY AMOUNTS DUE UNDER THIS AGREEMENT, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A LEGAL PROCEEDING (IN THE REQUIRED OR PERMITTED FORUM) IS COMMENCED WITHIN TWO YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM.

(j) Costs and Attorneys' Fees. You (and your Owners) agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): (i) to enforce the terms of this Agreement or any obligation owed to us by you and/or the Owners (whether or not we initiate a legal proceeding, unless we initiate and fail to prevail in such court, arbitration, or other formal legal proceeding); and (ii) in the defense of any claim you and/or the Owners assert against us on which we prevail in court, arbitration, or other formal legal proceedings. We agree to reimburse you for all expenses you reasonably incur (including attorneys' fees): (x) to enforce the terms of this Agreement or any obligation owed to you by us (whether or not you initiate a legal proceeding, unless you initiate and fail to prevail in such court, arbitration, or other formal legal proceeding); and (y) in the defense of any claim we assert against you on which you prevail in court, arbitration, or other formal legal proceedings.

(k) Cumulative Rights. Our and your rights under this Agreement are cumulative, and no exercise or enforcement of any right or remedy will preclude our or your exercise or enforcement of any other right or remedy under this Agreement which we or you are entitled by law to exercise or enforce.

21. MISCELLANEOUS.

(a) Third-Party Beneficiaries. Except as provided in the indemnification and arbitration Sections and this Section, nothing in this Agreement is intended, or will be deemed, to confer any rights or remedies upon any person or legal Entity not a party to this Agreement. If an Affiliate has licensed the System and/or the Marks to us, such Affiliate (and any third party that is entitled to exercise such Affiliate's rights) shall be a third-party beneficiary of our rights (but none of our duties, obligations, or liabilities) under this Agreement.

(b) No Liability. You agree that none of our or our Affiliates' past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, Affiliates, controlling parties, suppliers, agents, attorneys, representatives, or Entities under

common control, ownership or management will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (iii) any claim against us based on any alleged unlawful act or omission of us.

(c) **Consent.** Whenever our prior written approval or consent is required under this Agreement, you agree to make a timely written request to us for such consent. Our approval or consent must be in writing and signed by an authorized officer to be effective. Except where this Agreement expressly obligates us reasonably to approve any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed or effected actions that require our approval.

(d) **Force Majeure.** As used in this Section, a “**Force Majeure Event**” is one of the following events which is not caused by, influenced or contributed to by, or within the control of a party (using all lawful means available to such party to exert control over such event): fire, hurricane, tornado, typhoon, flood (other than a flood caused by a defect in the party’s premises), earthquake, or other natural disaster. As to us, a Force Majeure Event also includes an unauthorized computer intrusion or hacking. If a Force Majeure Event renders a party’s performance of its obligations under this Agreement impossible (not merely more costly or more inconvenient) the affected party’s obligations that are so affected will be suspended solely to the extent and during the resulting period that such party’s performance of such obligation is rendered impossible; provided however, that the affected party shall promptly notify the other party, in writing, that a Force Majeure Event has occurred, the manner and extent to which such party’s obligations have been impacted, and the estimated period during which the party’s performance of such obligations is expected to be impacted. A Force Majeure Event shall not suspend a party’s payment obligations for monies owed or any other obligations that are not rendered impossible by the Force Majeure Event. The Term shall not be suspended during or extended as a result of a Force Majeure Event.

(e) **Notices and Payments.** All approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive the notice in accordance with this Section.

(i) **To Us.** You may deliver all routine requests for approval, day-to-day operational communications, and reports to the e-mail addresses that we designate in writing from time to time, but you must deliver all legal notices (including notices related to defaults, terminations, renewals, and Transfers) (a) personally; (b) by certified or registered United States mail, postage prepaid; or (c) by a nationally recognized overnight delivery service to the following address (which we may change upon delivery of written notice to you): Relive Franchising LLC, 2300 SW Gateway Place, Stuart, FL 34997, Attn: Chief Legal Officer - Margaret Lai, Esq.

(ii) **To You.** We may deliver all communications to you, including legal notices (such as notices related to defaults, terminations, renewals, and Transfers), to the Relive e-mail address that we assign to you or (a) personally; (b) by certified or registered United States mail, postage prepaid; or (c) by a nationally recognized overnight delivery service to the Health Center address or the address listed on Appendix A (which you may change upon delivery of written notice to us).

(iii) **Timing of Receipt.** All approvals, requests, notices, reports, and payments will be deemed delivered (a) at the time delivered by hand; (b) one Business Day after sending by

email; or (c) upon attempted delivery when sent by registered or certified mail or overnight delivery service.

(f) **Time.** Time is of the essence of this Agreement and each and every provision.

(g) **Binding Effect.** The delivery of this Agreement to you is not an offer. Therefore, this Agreement will not be binding upon us until it is first signed by you, tendered to us for our acceptance, and signed by us. Once accepted by us, this Agreement is binding upon and will insure to the benefit of us and you and our and your respective successors and permitted assigns. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute the same instrument. Electronic signatures are expressly authorized. Faxed, scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

(h) **Varying Standards.** We specifically reserve the right and privilege, in our sole and absolute discretion and as we may deem in the best interests of all concerned in any specific instance, to vary System Standards and franchise agreement provisions for any franchisee or prospective franchisee based upon the peculiarities of a particular Territory or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which we deem to be of importance to the successful operation of such franchisee's business. We will not be required to grant you a like or similar variation.

(i) **Exercise of Our Business Judgment.** We have the right, in our sole judgment, to operate, develop and change the System in any manner that is not specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right to take or withhold an action, or to grant or decline to grant you a right to take or omit an action, we may, except as otherwise specifically provided in this Agreement, make our decision or exercise our rights based on the information readily available to us and our judgment of what is in our and/or our franchise network's best interests at the time our decision is made, regardless of whether we could have made other reasonable or even arguably preferable alternative decisions or whether our decision or the action we take promotes our financial or other individual interest.

22. REPRESENTATIONS AND ACKNOWLEDGEMENTS.

(a) **Acknowledgments.** You acknowledge and agree that:

(i) YOU RECEIVED: (A) AN EXACT COPY OF THIS AGREEMENT AND ITS ATTACHMENTS, WITH ALL MATERIAL TERMS FILLED IN, AT LEAST SEVEN (7) CALENDAR DAYS BEFORE YOU SIGNED THIS AGREEMENT; AND (B) OUR FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF (i) 14 CALENDAR DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES OR (ii) SUCH EARLIER TIME IN THE SALES PROCESS THAT YOU REQUESTED A COPY;

(ii) YOU ARE AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND CONSEQUENTLY THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES; AND

(iii) WE MAY NEGOTIATE TERMS OR OFFER CONCESSIONS TO OTHER FRANCHISEES AND WE HAVE NO OBLIGATION TO OFFER YOU THE SAME OR SIMILAR NEGOTIATED TERMS OR CONCESSIONS EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW.

(a) **Representations.** You represent to us, as an inducement to our entry into this Agreement, that all statements you have made and all materials you have submitted to us in connection with your purchase of the License are accurate and complete and that you have made no misrepresentations or omitted material facts in obtaining the License. This Agreement has been duly authorized and executed by you or on your behalf and constitutes your valid and binding obligation, enforceable in accordance with its terms, subject to applicable bankruptcy, moratorium, insolvency, receivership, and other similar laws affecting the rights of creditors generally. We have approved your request to purchase a franchise in reliance on all of your representations.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

The parties have duly executed, sealed and delivered this Agreement to be effective as of the Effective Date, regardless of the dates listed below.

WE:

RELIVE FRANCHISING LLC

By: _____
Print Name: _____
Title: _____
Date: _____

YOU:

AREA REPRESENTATIVE:

(IF AN ENTITY)

By: _____
Print Name: _____
Title: _____
Date: _____

(IF AN INDIVIDUAL)

By: _____
Print Name: _____
Date: _____

APPENDIX A TO THE AREA REPRESENTATIVE AGREEMENT
AREA REPRESENTATIVE-SPECIFIC TERMS

1. Effective Date: _____
2. Area Representative's Name: _____
3. Area Representative's State of Organization (if applicable): _____
4. Ownership of Area Representative (Section 1(c)): _____

If the Area Representative is an Entity (as defined in the Agreement), the following persons constitute all of the owners of a legal and/or beneficial interest in the Area Representative:

| Owner's Name and Address | Description of Interest | % of Interest |
|--------------------------|-------------------------|---------------|
| | | |
| | | |
| | | |

5. Managing Owner: _____
6. Territory (as may be depicted in an attached map) _____
7. Location of Pilot Health Center (Section 1(e)): _____
8. End of Term (Section 2(a)): _____
9. First Development Year (Section 2(a)): _____ to _____
10. Last Development Yea (Section 2(a)): _____ to _____
11. AR Fee (Section 3(a)): _____
12. Area Representative's Contact Information for Notices (Section 21(e)): _____

13. Additional Terms; Inconsistent Terms (if any) (Section 18(f)): _____

[Remainder of Page Intentionally Left Blank]

RELIVE FRANCHISING LLC

By: _____
Print Name: _____
Title: _____
Date: _____

AREA REPRESENTATIVE:

(IF AN ENTITY)

By: _____
Print Name: _____
Title: _____
Date: _____

(IF AN INDIVIDUAL)

By: _____
Print Name: _____
Date: _____

APPENDIX B TO THE AREA REPRESENTATIVE AGREEMENT
DEVELOPMENT SCHEDULE

Number of Health Centers to be Developed. You must develop a total of _____ Health Centers during the Term.

Development Schedule. You must open and maintain in operation the following cumulative minimum number of Health Centers operating in the Territory as of the last day of each Development Year:

DEVELOPMENT SCHEDULE

| Health Centers to be Developed in the Territory | Signing Deadline (Date by Which Franchise Agreement Must be Signed) | Development Deadline (Date by Which Health Center Must be Opened) | Cumulative Number of Health Centers Operating in the Territory by each Development Deadline |
|--------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

[Signature Page to Follow]

RELIVE FRANCHISING LLC

AREA REPRESENTATIVE:

(IF AN ENTITY)

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

(IF AN INDIVIDUAL)

By: _____
Print Name: _____
Date: _____

APPENDIX C
Guaranty of Performance

OWNER'S GUARANTY

In consideration of, and as an inducement to, the execution by Relive Franchising LLC (“Franchisor”) of that certain Relive® Area Representative Agreement, dated _____, by and between _____ (“Area Representative”) and Franchisor (as the same from time to time may be amended, modified, extended or renewed, the “Area Representative Agreement”), the undersigned (collectively referred to as the “Guarantors” and individually referred to as a “Guarantor”) hereby covenant and agree as follows:

1. Guarantee of Payment and Performance. The Guarantors jointly and severally unconditionally guarantee to Franchisor and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Area Representative to Franchisor, direct or indirect, absolute or contingent, of every kind and nature, whether now existing or incurred from time to time hereafter, whether incurred pursuant to the Area Representative Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the “Guaranteed Liabilities”). The Guarantors agree that if any of the Guaranteed Liabilities are not so paid or performed by Area Representative when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys’ fees) paid or incurred in endeavoring to enforce this Guarantee or the payment of any Guaranteed Liabilities. The Guarantors represent and agree that they have each reviewed a copy of the Area Representative Agreement and have had the opportunity to consult with counsel to understand the meaning and import of the Area Representative Agreement and this Guarantee.

2. Waivers by Guarantors. The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices whatsoever, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between Franchisor and Area Representative and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and will be enforceable without Franchisor having to proceed first against Area Representative or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee will be effective regardless of the insolvency of Area Representative by operation of law, any reorganization, merger, or consolidation of Area Representative, or any change in the ownership of Area Representative.

3. Term; No Waiver. This Guarantee will be irrevocable, absolute, and unconditional and will remain in full force and effect as to each of the Guarantors until the later of (i) such time as all Guaranteed Liabilities of Area Representative to Franchisor and its affiliates have been paid and satisfied in full or (ii) the Area Representative Agreement and all obligations of Area Representative thereunder expire. This Guarantee will continue in full force and effect for (and as to) any extension or modification of the Area Representative Agreement and despite the transfer of any interest in the Area Representative Agreement or Area Representative, and each of the Guarantors waives notice of any and all renewals, extensions, modifications, amendments, or transfers. No delay or failure on the part of Franchisor in the exercise of any right or remedy will operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude other further exercise of such right or any other right or remedy.

4. Other Covenants. Each of the Guarantors agrees to comply with the provisions of Sections 10 (Transfer), 12 (Intellectual Property), 13 (Confidential Information), 14 (Noncompete), and 17(a) (Indemnification) of the Area Representative Agreement as though each such Guarantor were the “Area Representative” named in the Area Representative Agreement. Each Guarantor agrees to take any and all actions as may be necessary or appropriate to cause Area Representative to comply with the Area

Representative Agreement and will not take any action that would cause Area Representative to be in breach of the Area Representative Agreement.

5. Dispute Resolution. Section 20 (Dispute Resolution) of the Area Representative Agreement is hereby incorporated herein by reference and will be applicable to any all disputes between Franchisor and any of the Guarantors, as though Guarantor were the “Area Representative” referred to in the Area Representative Agreement.

6. Miscellaneous. This Agreement will be binding upon the Guarantors and their respective heirs, executors, successors, and assigns, and will inure to the benefit of Franchisor and its successors and assigns.

The undersigned Guarantors have caused this Guarantee to be duly executed as of the day and year first above written.

[Signature Page to Follow]

GUARANTORS:

(Signature)
Name: _____
Address: _____

Date: _____

(Signature)
Name: _____
Address: _____

Date: _____

(Signature)
Name: _____
Address: _____

Date: _____

APPENDIX D
Nondisclosure and Noncompetition Agreement

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This Agreement is dated [DATE]. The parties are [NAME OF AREA REPRESENTATIVE] (referred to as “we”, “us”, and “our”), located at [ADDRESS], and [NAME OF INDIVIDUAL TO BE BOUND] (referred to as “you” and “your”). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

We are an area representative of Relive Franchising LLC (“RF”) under a Relive Franchising LLC Area Representative Agreement dated [DATE] (the “**Area Representative Agreement**”). We have a license to use the certain trademarks designated by Relive Franchising LLC (the “Marks”), certain policies and procedures used in Relive businesses (the “**System**”), and the Confidential Information developed and owned by RF in our Relive Area Representative business (“**Area Representative area Business**”). RF recognizes that, in order for us to effectively operate our business, our employees, owners, independent contractors, and related individuals must have access to certain confidential information and trade secrets owned by RF. Disclosure of this confidential information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm Relive Franchising LLC, other franchise owners, and us.

Accordingly, RF requires us to have you sign this Agreement.

AGREEMENT

(1) **Confidential Information.** As used in this Agreement, “**Confidential Information**” means all manuals, trade secrets, know-how, methods, procedures, techniques, training materials, information, standards and specifications, and marketing and pricing techniques relating to the AR Business, Relive® Health Centers, the System, or RF’s business. In addition, Confidential Information includes all marketing plans, advertising plans, business plans, financial information, franchisee or prospective franchisee information, member information, employee information, supplier information, independent contractor information and other confidential information of RF, RF’s affiliates, or us (collectively, the “Interested Parties”) that you obtain during your association with us. Confidential Information does not include (i) information that is part of the public domain or becomes part of the public domain through no fault of you, (ii) information disclosed to you by a third party having legitimate and unrestricted possession of such information, or (iii) information that you can demonstrate by clear and convincing evidence was within your legitimate and unrestricted possession when your association with us began.

(2) **Nondisclosure.** You agree not to use or disclose, or permit anyone else to use or disclose, any Confidential Information to anyone outside of our organization (other than the Interested Parties) and not to use any Confidential Information for any purpose except to carry out your duties as our employee or as an independent contractor to us. You also agree not to claim any ownership in or rights to Confidential Information and not to challenge or contest our, RF’s, or RF’s affiliates’ ownership of it. These obligations apply both during and after your association with us.

(3) **Return of Confidential Information.** If your association with us ends for any reason, you must return to us all records described in Paragraph 1, all other Confidential Information, and any

authorized or unauthorized copies of Confidential Information that you may have in your possession or control. You may not retain any Confidential Information after your association with us ends.

(4) Competitive Business. A “**Competitive Business**” is:

(i) (a) any med spa or medical health center offering any of the following services or services alike: Hormone Optimization Therapy, various Vitamin infusions, Vitamin booster shots, Ozone Therapy, various Med Spa services, laser treatments, and medical aesthetics (b) an online or telemedicine program promoting services related to the above, or (c) one or more similar facilities or businesses promoting health and wellness to the public through the medical services listed above or services alike;

(ii) any entity that grants franchises or licenses for any of the businesses described in numeral (i);

(iii) any area representative, franchise broker, business broker, or the like for any of the businesses described in numeral (ii); or

(iv) any business in which Confidential Information could be used to the disadvantage of RF, its affiliates, us, or other Relive franchisees.

(5) Noncompete During Association. You may not, during your association with us, without our prior written consent:

(i) own, manage, engage in, be employed by, advise, provide services to, make loans to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business located or operating anywhere;

(ii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, RF, our or RF’s Affiliate, the AR Business, or any other AR Business or Relive Health Center to a Competitive Business; or

(iii) perform any act prejudicial or injurious to the goodwill associated with the Marks.

(6) Noncompete After Association Ends. For two years after your association with us ends for any reason, you may not, without our prior written consent, directly or indirectly:

(i) own, manage, engage in, be employed by, advise, make loans to, provide services to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business located or operating: (A) in _____ (the “**Territory**”); (B) within a 25-mile radius of the Territory; or (C) within a 25-mile radius of any other Relive Health Center in operation or under development on the day your association with us ends, except the restrictions in this numeral (i) shall not apply if you are one of our employees;

(ii) direct, or attempt to direct, any prospective or existing business or economic opportunities away from us, RF, our or RF’s Affiliate, the AR Business, or any other AR Business or Relive Health Center to a Competitive Business, except the restrictions in this numeral (ii) shall not apply if you are one of our employees;

(iii) provide or market any products or services to any Relive area representatives or franchisees; or

(iv) perform any act prejudicial or injurious to the goodwill associated with the Marks.

(7) **Remedies.** If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

(8) **Severability.** You acknowledge and agree that (i) the restrictive covenants contained in Paragraphs 5 and 6 are essential elements of this Agreement and that without their inclusion, we would not have associated with you; (ii) the time, territory, and scope of the covenants provided in Paragraphs 5 and 6 are reasonable and necessary for the protection of our legitimate business interests; (iii) you have received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

(9) **Independent Agreement.** The Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment or promise.

(10) **Third Party Right of Enforcement.** You are signing this Agreement not only for our benefit, but also for the benefit of RF and RF's affiliates. We, RF, and RF's affiliates have the right to enforce this Agreement directly against you.

(11) **Not An Employment Agreement.** This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

(12) **Modification and Waiver.** Your obligations under this Agreement cannot be waived or modified except in writing.

(13) **Governing Law.** This Agreement is governed by the laws of the state in which our principal office is located.

(14) **Attorneys' Fees.** If we have to take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorney's fees, to the extent that we prevail on the merits.

(15) **Representation.** You certify that you have read and fully understood this Agreement, and that you entered into it willingly.

[Signature Page to Follow]

(Signature)

Name: _____

Address: _____

Date: _____

EXHIBIT B

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.

| State | State Agency | Agent for Service of Process |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| CALIFORNIA | Commissioner Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677) | Commissioner 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 |

| State | State Agency | Agent for Service of Process |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| MINNESOTA | Minnesota Department of Commerce 85 7 th 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 St. 21 st FL New York, NY 10005 212-416-8222 | Secretary of State 99 Washington Avenue Albany, NY 12231 |
| NORTH DAKOTA | North Dakota Securities Department 600 East Boulevard, State Capitol, 14 th 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 th Floor Richmond, VA 23219 (804) 371-9051 | Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733 |
| WASHINGTON | <u>Mailing</u> - Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200 <u>Overnight</u> - Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501-6456 (360) 902-8760 | Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501-6456 |
| 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

TABLE OF CONTENTS

Topic

The Relive Brand – Purpose, Personality, Values, and Voice

Hours of Operation

Minimum Staffing Requirements

Dress Code

Relive Health Store Vendor Information

Client Engagement

Services Offered

Intake Forms and Consent Forms Defined

Professional Conduct

Relive Health Retail Products

Operating Director Role Responsibilities

Operations Protocol

Safety Overview

Emergency Preparedness and Response

Technology and Equipment

Continuity and Performance Assessments

Health Center Approval and Sign Off

Attachments

Medical Operations Manual

Aesthetics Treatments and Procedures Manual

Front of House Manual

Diply CRM Playbook

Back of House Manual

Estimated total number of pages: 406.

EXHIBIT D

FINANCIAL STATEMENTS

Relive Franchising, LLC

Financial Statements

December 31, 2024 and 2023

Table of Contents

| | |
|----------------------------------------------------------------|--------|
| Independent Auditor's Report..... | 1 – 2 |
| Financial Statements: | |
| Balance sheets | 3 |
| Statements of operations and changes in members' deficit | 4 |
| Statements of cash flows | 5 |
| Notes to the Financial Statements..... | 6 – 11 |

Independent Auditor's Report

To the Members of
Relive Franchising, LLC
Stuart, Florida

Opinion

We have audited the financial statements of Relive Franchising, LLC which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of operations and changes in members' equity (deficit) and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Relive Franchising, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibility of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.



The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

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

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

AbitOs, PLLC
Coral Gables, FL
April 1, 2024

Relive Franchising, LLC
Balance Sheets
December 31, 2024 and 2023

| Assets | 2024 | 2023 |
|--------------------------------------------------|---------------------|---------------------|
| Current assets: | | |
| Cash | \$ 679,394 | \$ 1,479,465 |
| Accounts receivable | 499,412 | 389,881 |
| Prepaid expenses and other current assets | 69,233 | 152,995 |
| Total current assets | <u>1,248,039</u> | <u>2,022,341</u> |
| Property and equipment, net | <u>289,122</u> | <u>258,684</u> |
| Other assets: | | |
| Other assets | 67,679 | 101,482 |
| Due from related party | 736,804 | 588,616 |
| Total other assets | <u>804,483</u> | <u>690,098</u> |
| Total assets | <u>\$ 2,341,644</u> | <u>\$ 2,971,123</u> |
| Liabilities and Member's Equity (Deficit) | | |
| Current liabilities: | | |
| Accounts payable and accrued expenses | \$ 103,353 | \$ 371,562 |
| Deferred franchise fees | 1,392,109 | 2,297,787 |
| Due to member | 500,000 | 500,000 |
| Total current liabilities | <u>1,995,462</u> | <u>3,169,349</u> |
| Commitments and contingencies | | |
| Members' equity (deficit): | <u>346,182</u> | <u>(198,226)</u> |
| Total liabilities and member's equity (deficit) | <u>\$ 2,341,644</u> | <u>\$ 2,971,123</u> |

See independent auditor's report and accompanying notes

Relive Franchising, LLC
 Statements of Operations and Changes in Members' Equity (Deficit)
 For the Year Ended December 31, 2024 and 2023

| | <u>2024</u> | <u>2023</u> |
|---------------------------------------------------|-------------------|---------------------|
| Revenues | | |
| Franchise fees | \$ 1,869,621 | \$ 641,366 |
| Royalty fees | 1,288,948 | 767,151 |
| Rebates | <u>425,913</u> | <u>384,445</u> |
| Total Revenue | <u>3,584,482</u> | <u>1,792,962</u> |
| Operating expenses: | | |
| Payroll and related expenses | 1,141,911 | 935,401 |
| General and administrative | 679,497 | 386,945 |
| Computer and software fees | 475,220 | 204,192 |
| Advertising | 410,200 | 144,178 |
| Professional fees | <u>308,282</u> | <u>567,446</u> |
| Total operating expenses | <u>3,015,110</u> | <u>2,238,162</u> |
| Income (Loss) from operations | <u>569,372</u> | <u>(445,200)</u> |
| Other expenses, net | 24,964 | 374,157 |
| Net income (loss) | <u>544,408</u> | <u>(819,357)</u> |
| Members' equity - beginning of year (as restated) | (198,226) | 930,144 |
| Member contributions | - | 200,000 |
| Member distributions | - | <u>(509,013)</u> |
| Members' deficit - end of year | <u>\$ 346,182</u> | <u>\$ (198,226)</u> |

See independent auditor's report and accompanying notes

Relive Franchising, LLC
 Statements of Cash Flows
 For the Year Ended December 31, 2024 and 2023

| | <u>2024</u> | <u>2023</u> |
|---------------------------------------------------------------------------------------------|-------------------|---------------------|
| Cash flows from operating activities: | | |
| Net income (loss) | \$ 544,408 | \$ (819,357) |
| Adjustment to reconciliation of net income (loss) to net cash used in operating activities: | | |
| Depreciation | 9,673 | 1,945 |
| (Increase) decrease in assets: | | |
| Accounts receivable, net | (109,531) | (318,612) |
| Prepays and other current assets | 117,565 | (254,477) |
| Due from related party | (148,188) | (472,059) |
| Increase (decrease) in liabilities: | | |
| Accounts payable and accrued expenses | (268,209) | 357,271 |
| Deferred franchise fees | (905,678) | 1,097,787 |
| Net cash used in operating activities | <u>(759,960)</u> | <u>(407,502)</u> |
| Cash flows from investing activities: | | |
| Purchase of property and equipment | <u>(40,111)</u> | <u>(252,314)</u> |
| Net cash used in investing activities | <u>(40,111)</u> | <u>(252,314)</u> |
| Cash flows from financing activities: | | |
| Member contributions | - | 200,000 |
| Member distributions | - | (509,013) |
| Net cash used in financing activities | <u>-</u> | <u>(309,013)</u> |
| Net decrease in cash | (800,071) | (968,829) |
| Cash, beginning of year | <u>1,479,465</u> | <u>2,448,294</u> |
| Cash, end of year | <u>\$ 679,394</u> | <u>\$ 1,479,465</u> |

See independent auditor's report and accompanying notes

Note 1 – Organization

Relive Franchising LLC (the “Company”) is a limited liability company formerly known as R3VIVE FRANCHISE LLC, and organized on April 17, 2020, in the State of Florida. The Company, began activities in 2020. Articles of Amendment to Articles of Organization of R3VIVE FRANCHISE LLC were filed with the State of Florida on April 5, 2023, changing the name to Relive Franchising LLC. The Company is organized for the purpose of conducting all franchising activities on behalf of the Relive Companies, including developing, marketing, and selling franchises associated with the Relive Clinics. The Company’s activities are subject to risks and uncertainties, including the risk that the Franchise will not result in substantial franchise revenue and royalty revenue as all income is dependent on the operation of the individual franchisees.

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“US GAAP”).

Use of Estimates

The preparation of the financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities, if any, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from these estimates.

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity date of three months or less to be cash equivalents. As of December 31, 2024 and 2023, there were no cash equivalents for both years.

Accounts Receivable, Net

The Company reports accounts receivable at their estimated net realizable value, which represents amounts due from customers, net of an allowance for credit losses and applicable discounts. Trade credit is generally extended on a short-term basis and accounts receivables do not bear interest. Accounts receivables are stated net of an allowance for credit losses. The allowance for credit losses is determined based on an evaluation of individual receivable balances, taking into account factors such as historical collection experience, prevailing economic conditions, and specific franchisees current financial condition. For the year ended December 31, 2024 and 2023, the Company did not record any allowance for credit losses, nor were there any write-offs of accounts receivable.

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Additions and improvements to property and equipment are capitalized at cost. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in other income (expense) for the year. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation is computed based on the estimated useful lives of the assets which range 5-7 years.

Note 2 – Summary of Significant Accounting Policies – Continued

Fair Value of Financial Instruments

The carrying amount of accounts receivable and accounts payable approximate their respective fair values due to the short-term nature. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash.

Revenue Recognition

The Company recognizes revenue in accordance with accounting standard issued by the Financial Accounting Standards Board (“FASB”) and codified in the FASB ASC as topic 606 (“ASC 606”). The revenue recognition standard in ASC 606 outlines a single comprehensive model for recognizing revenue as performance obligations, defined in a contract with a customer as goods or services transferred to the customer in exchange for consideration, are satisfied. The standard also requires expanded disclosures regarding the Company’s revenue recognition policies and significant judgments employed in the determination of revenue.

Revenues are generated primarily from franchise fees, rebate agreements and royalties. Franchise fees are recognized as revenue when substantially all initial services required by the franchise or license agreement are performed, which is generally upon the opening of a clinic. Initial franchise fees are typically nonrefundable. Franchise royalty fees, which are based on a percentage of gross franchise sales, are recognized when earned. Rebate Income is based on sales of certain products. Those sales occur in the normal course of the business and as per the agreement the Company earns 10% as per the contract.

Advertising and Marketing

The Company uses advertising and marketing to promote its services. Advertising and marketing costs are expensed as incurred.

Income Taxes

The Company is a limited liability company and is recognized as a partnership for federal and state income tax purposes. All items of income and expense are passed through to the members to report on their respective individual income tax returns. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. Interest and penalties related to income tax matters, if any, would be recognized as a component of income tax expense. As of December 31, 2024, the Company had no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. Currently, the tax years subsequent to 2021 are open and subject to examination by the taxing authorities.

Restatement

The Company has restated its financial statements for the year ended December 31, 2022, due to a correction of an error resulting from the omission of operating expenses that were incurred but not reported before the issuance of the financial statements.

As a result, the beginning members’ equity for the year ended December 31, 2023, as presented in the accompanying statement of operations and changes in members’ deficit, has been restated. The adjustment led to a reduction in net income for the year ended December 31, 2022, by \$631,652 and an adjustment to members’ equity of \$99,418, resulting in a net change to opening members’ equity of \$532,234.

Note 3 - Property and equipment

Property and equipment, net consist of the following at December 31, 2024 and 2023:

| | <u>2024</u> | <u>2023</u> |
|--------------------------------|-------------------|-------------------|
| Computer equipment | \$ 273,020 | 238,909 |
| Furniture and fixtures | 28,720 | 22,720 |
| | <u>301,740</u> | <u>261,629</u> |
| Less: accumulated depreciation | (12,618) | (2,945) |
| Property, and Equipment, net | <u>\$ 289,122</u> | <u>\$ 258,684</u> |

Note 4 – Contract Balances

The timing of revenue recognition, billings, and cash collections results in unearned advances and deposits (deferred franchise fees) on the accompanying balance sheets. Amounts are billed upon achievement of contractual milestones. However, the Company sometimes receives advances or deposits from their franchisees' and franchisees' area representatives before revenue is recognized, resulting in deferred franchise fees. At December 31, 2024 and 2023, the Company had \$1,392,109 and \$2,297,787, respectively, in deferred franchise fees included in the accompanying balance sheet.

Note 5 – Franchising

The Company executes franchise agreements and area representative agreements that set the terms of its arrangement with franchisee or area representatives. The franchise agreement requires the franchisee to pay an initial, non-refundable fee up to \$50,000 and royalty fees based upon 6% of adjusted gross sales. The area representative agreement requires the area representative to execute a franchise agreement for a pilot clinic in the area and pay an area representative fee generally ranging from \$90,000, for 4 potential clinics, to \$351,000, for 20 potential clinics. Subject to the Company's approval and various conditions, a franchisee may generally renew its agreement upon its expiration, which is generally 10 years after execution of the franchise agreement. Direct costs of sales and servicing of developer agreements and operating franchises are charged to operating expense as incurred. An area representative generally is not permitted to obtain a successor license after its term, which is generally 10 years after execution of the area representative agreement, is over unless either (a) such successor license is required by law, or (b) the area representative executed the area representative agreement pursuant to a transfer; and the area representative meets certain conditions.

When an individual franchise is sold, the Company agrees to provide certain services to assist the franchisee in getting the location open for business. This includes assistance with site selection, training, systems implementation, and design of a quality control program.

The Company recognizes initial fees as revenue when substantially all initial services required by the franchise or license agreement have been performed, which is generally upon opening a location. Royalty fees are recognized as earned and are considered to be compensation for use of the trademark and general business assistance.

Note 5 – Franchising – Continued

During the year ended December 31, 2023, the Company opened 4 new franchise locations. As of December 31, 2023, the Company has 12 open franchise locations. A total of 18 franchise agreements were executed during the year ended 2023.

During the year ended December 31, 2024, the Company opened 12 new franchise locations. As of December 31, 2024, the Company has 24 open franchise locations. A total of 8 franchise agreements were executed during the year ended 2024.

As of March 2025, the Company opened 3 new franchise locations, bringing the total number of open franchise locations to 27.

When an area representative agreement is executed and a territory is purchased, the Company agrees to provide certain pre-opening services. This includes initial training, access to documentation necessary to offer or sell franchises, and the Company's management software. A portion of the royalty fees that are collected by the Company in a territory with an area representative is paid to that territory's area representative. During the year ended December 31, 2024 and 2023, the Company executed 1 and 4 representative agreements, respectively

Note 6 – Related Party Transactions

The Company's majority member has a direct ownership interest in two franchisees. These franchisees did not pay any initial upfront franchise fees and were not subject to royalty payments to the Company. However, in 2024, one of the franchisees was sold to a third party and became subject to royalty payments.

For the years ended December 31, 2024, and 2023, had these related-party franchisees been required to pay royalties comparable to those paid by non-related franchisees, the Company would have recognized approximately \$250,000 and \$300,000 in additional royalty revenue, respectively.

The Company's majority member has a lease for an office building in which one of their related franchises operates in addition to other entities which are owned by the majority member. The Company shares and utilizes a portion of the office building and pays a monthly rent in the amount of \$6,000 per month.

Due from Related Parties

The Company directly paid for leasehold improvements on behalf of the related party, totaling approximately \$35,000 and \$472,000 for the years ended December 31, 2024, and 2023, respectively.

Additionally, the Company has receivables of \$113,713 related to expenses paid on behalf of the related party.

As of December 31, 2024, and 2023, total outstanding balances of \$736,804 and \$588,616, respectively, are recorded as Due from Related Party in the accompanying balance sheets. These amounts have no formal repayment terms.

Due to Member

The Company has a payable of \$500,000 to one of its members, with no formal repayment terms.

Note 7 – Concentration of Credit Risks

Financial instruments, which potentially subject the Company to credit risk, consist principally of cash and accounts receivable. Cash is maintained with major financial institutions and management regularly monitors their composition and maturities. The Company maintains all its cash funds in bank accounts insured up to \$250,000 by the Federal Deposit Insurance Corporation (“FDIC”).

At December 31, 2024 and 2023, the Company had cash in the amount of approximately \$367,000 and \$979,000, respectively, in excess of FDIC limits. Accounts receivable subjects the Company to its highest potential concentration of credit risk. The Company charges franchise fees and because significantly all revenues are attributed to franchisees, diversification of credit risk is difficult. Although the Company does not require collateral on trade accounts receivables from its franchisees, management periodically reviews the creditworthiness of its franchisees to ensure the overall quality of the Company’s credit portfolio.

Credit risk associated with franchising is limited to the amount of accounts receivable outstanding for each franchisee. Amounts due from affiliates are unsecured and the credit risk is limited to the related outstanding balance. Management periodically evaluates the financial capability of its affiliates when assessing the collectability of its due from affiliates balances.

Note 8 – Commitments and Contingencies

The Company is subject to various legal proceedings, many involving routine litigation incidental to our business. The outcome of any legal proceeding is not within our complete control, is often difficult to predict and is resolved over very long periods of time. Estimating probable losses associated with any legal proceedings or other loss contingencies are very complex and require the analysis of many factors including assumptions about potential actions by third parties. Loss contingencies are disclosed when there is at least a reasonable possibility that a loss has been incurred and are recorded as liabilities in the combined consolidated financial statements when it is both (1) probable or known that a liability has been incurred, and (2) the amount of the loss is reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability. If a loss contingency is not probable or cannot be reasonably estimated, a liability is not recorded in the combined consolidated financial statements.

In 2023, the Company filed a lawsuit in federal court against the members of one of the franchise locations that was terminated for non-compliance with the contract. Those members later filed suit in state court against the Company based on the same relationship.

In November 2023, the Company had reached a settlement agreement with the opposing party, amounting to \$375,000 which is included in other expenses, net in the accompanying statement of operations and changes in members’ deficit. Of this sum, \$191,667 was paid during the year ended December 31, 2023. The remaining \$183,333 which is included in accounts payable and accrued expenses in the accompanying balance sheet, will be disbursed in consecutive monthly installments of \$16,667, commencing on January 1, 2024 until December 1, 2024.

As of December 31, 2024, the Company has no ongoing litigation or outstanding settlement obligations.

Note 9 – Subsequent Events

The Company has evaluated subsequent events through April 1, 2024, the date the financial statements were available to be issued. No significant events were identified during this period, except for the opening of an additional franchise location in note 5.

Relive Franchising, LLC

Financial Statements

December 31, 2023

Table of Contents

| | |
|---------------------------------------------------------------|--------|
| Independent Auditor's Report..... | 1-2 |
| Financial Statements: | |
| Balance sheets..... | 3 |
| Statement of operations and changes in members' deficit | 4 |
| Statement of cash flows | 5 |
| Notes to the Financial Statements..... | 6 – 12 |

255 Aragon Ave, 2nd Floor • Coral Gables, FL 33134 • Phone: 305-774-2945 • Fax: 305-774-1504
327 Plaza Real, Suite 235 • Boca Raton, FL 33432 • Phone: 561-241-9991 • Fax: 561-826-9299
20803 Biscayne Blvd, Suite 310 • Aventura, FL 33180 • Phone: 305-774-2945 • Fax: 305-774-1504

Independent Auditor's Report

To the Members of
Relive Franchising, LLC
Stuart, Florida

Opinion

We have audited the financial statements of Relive Franchising, LLC which comprise the balance sheet as of December 31, 2023, and the related statement of operations and changes in members' deficit and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Relive Franchising, LLC, LLC as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibility of Management for the Financial Statements

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

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



Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Coral Gables, FL

April 9, 2024

Relive Franchising, LLC

Balance Sheet

December 31, 2023

Assets

| | |
|-------------------------------------------|-----------------------------------|
| Current assets: | |
| Cash | \$ 1,479,465 |
| Accounts receivable | 389,881 |
| Prepaid expenses and other current assets | 152,995 |
| Total current assets | <u>2,022,341</u> |
| Property and equipment, net | <u>258,684</u> |
| Other assets: | |
| Other assets | 101,482 |
| Due from related party | 588,616 |
| Total other assets | <u>690,098</u> |
| | |
| Total assets | <u><u>\$ 2,971,123</u></u> |

Liabilities and Member's Deficit

| | |
|-----------------------------------------------|-----------------------------------|
| Current liabilities: | |
| Accounts payable and accrued expenses | \$ 871,562 |
| Deferred franchise fees | 2,297,787 |
| Total current liabilities | <u>3,169,349</u> |
| Commitments and contingencies | |
| Members' deficit: | <u>(198,226)</u> |
| | |
| Total liabilities and member's deficit | <u><u>\$ 2,971,123</u></u> |

See independent auditor's report and accompanying notes

Relive Franchising, LLC
Statement of Operations and Changes in Members' Deficit
For the Year Ended December 31, 2023

| | |
|-----------------------------------------------------------|------------------|
| Revenues | |
| Franchise Fees | \$ 641,366 |
| Royalty Fees | 767,151 |
| Rebates | 384,445 |
| | <hr/> |
| Total Revenue | 1,792,962 |
| | <hr/> |
| Operating expenses: | |
| Payroll and related expenses | 935,401 |
| Professional fees | 567,446 |
| General and administrative | 386,945 |
| Software and technology fees | 204,192 |
| Advertising | 144,178 |
| Total operating expenses | 2,238,162 |
| | <hr/> |
| Loss from operations | (445,200) |
| | <hr/> |
| Other Expenses, net | 374,157 |
| | <hr/> |
| Net Loss | (819,357) |
| | <hr/> |
| Members' equity - beginning of year (originally reported) | 1,462,378 |
| Correction of error | (532,234) |
| Members' equity - beginning of year (as restated) | 930,144 |
| Member contributions | 200,000 |
| Member distributions | (509,013) |
| Members' deficit - end of year | \$ (198,226) |
| | <hr/> <hr/> |

See independent auditor's report and accompanying notes

Relive Franchising, LLC
Statement of Cash Flows
For the Year Ended December 31, 2023

| | |
|------------------------------------------------------------------------------------|---------------------|
| Cash flows from operating activities: | |
| Net loss | \$ (819,357) |
| Adjustment to reconciliation of net loss to net cash used in operating activities: | |
| Depreciation | 1,945 |
| (Increase) decrease in assets: | |
| Accounts receivable, net | (318,612) |
| Prepays and other current assets | (254,477) |
| Due from related party | (472,059) |
| Increase (decrease) in liabilities: | |
| Accounts payable and accrued expenses | 357,271 |
| Deferred franchise fees | 1,097,787 |
| Net cash used in operating activities | <u>(407,502)</u> |
| Cash flows from investing activities: | |
| Purchase of property and equipment | (252,314) |
| Net cash used in investing activities | <u>(252,314)</u> |
| Cash flows from financing activities: | |
| Member contributions | 200,000 |
| Member distributions | (509,013) |
| Net cash used in financing activities | <u>(309,013)</u> |
| Net decrease in cash | (968,829) |
| Cash, beginning of year | <u>2,448,294</u> |
| Cash, end of year | <u>\$ 1,479,465</u> |

See independent auditor's report and accompanying notes

Relive Franchise, LLC
Notes to the Financial Statements
For the Year Ended December 31, 2023

Note 1 – Organization

Relive Franchising LLC (the “Company”) is a limited liability company formerly known as R3VIVE FRANCHISE LLC, and organized on April 17, 2020, in the State of Florida. The Company, began activities in 2020. Articles of Amendment to Articles of Organization of R3VIVE FRANCHISE LLC were filed with the State of Florida on April 5, 2023, changing the name to Relive Franchising LLC. The Company is organized for the purpose of conducting all franchising activities on behalf of the Relive Companies, including developing, marketing, and selling franchises associated with the Relive Clinics. The Company’s activities are subject to risks and uncertainties, including the risk that the Franchise will not result in substantial franchise revenue and royalty revenue as all income is dependent on the operation of the individual franchisees.

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“US GAAP”).

Use of Estimates

The preparation of the financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities, if any, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from these estimates.

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity date of three months or less to be cash equivalents. As of December 31, 2023, there were no cash equivalents.

Accounts Receivable, Net

Accounts receivable from franchisees are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis and accounts receivables do not bear interest. Accounts receivables are stated net of an allowance for credit losses. The Company evaluates the collectability of accounts receivable and determines the appropriate allowance for doubtful accounts based on the franchisees current financial condition and the age of past due accounts. At December 31, 2023, management estimated that there were no doubtful accounts.

Note 2 – Summary of Significant Accounting Policies – Continued

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Additions and improvements to property and equipment are capitalized at cost. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in other income (expense) for the year. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation is computed based on the estimated useful lives of the assets which range 5-7 years.

Fair Value of Financial Instruments

The carrying amount of accounts receivable and accounts payable approximate their respective fair values due to the short-term nature. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash.

Revenue Recognition

The Company recognizes revenue in accordance with accounting standard issued by the Financial Accounting Standards Board (“FASB”) and codified in the FASB ASC as topic 606 (“ASC 606”). The revenue recognition standard in ASC 606 outlines a single comprehensive model for recognizing revenue as performance obligations, defined in a contract with a customer as goods or services transferred to the customer in exchange for consideration, are satisfied. The standard also requires expanded disclosures regarding the Company's revenue recognition policies and significant judgments employed in the determination of revenue.

Revenues are generated primarily from franchise fees, rebate agreements and royalties. Franchise fees are recognized as revenue when substantially all pre-opening services required by the franchise or license agreement are performed, which is generally upon the opening of a clinic. As a practical expedient, under Topic 606, the Company determined pre-opening services as a single performance obligation. The Company's primary performance obligation under pre-opening services is to provide training and pre-opening authorization to the franchisee pursuant to the franchise agreement. Initial franchise fees are typically nonrefundable. Franchise royalty fees, which are based on a percentage of gross franchise sales, are recognized when earned. Rebate Income is based on sales of certain products. Those sales occur in the normal course of the business and as per the agreement the Company earns 10% as per the contract.

Advertising and Marketing

The Company uses advertising and marketing to promote its services. Advertising and marketing costs are expensed as incurred.

Note 2 – Summary of Significant Accounting Policies – Continued

Income Taxes

The Company is a limited liability company and is recognized as a partnership for federal and state income tax purposes. All items of income and expense are passed through to the members to report on their respective individual income tax returns. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. Interest and penalties related to income tax matters, if any, would be recognized as a component of income tax expense. As of December 31, 2023, the Company had no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. Currently, the tax years subsequent to 2020 are open and subject to examination by the taxing authorities.

Restatement

The Company has restated its prior year financial statements as a result of a correction of error due to the omission of certain operating expenses. As a result, the beginning member equity, as reported in the accompanying statement of operations and changes in members' deficit, has been restated.

The adjustment resulted in the reduction of prior year net income in the amount of \$631,652 and prior period adjustments to members' equity of \$99,418 for a net change to opening members' equity in the amount of \$532,234

Date of Management's Review

The Company has considered subsequent events through April 9, 2024, the date that the financial statements were available to be issued in connection with the preparation of these financial statements.

Relive Franchise, LLC
Notes to the Financial Statements
For the Year Ended December 31, 2023

Note 3 - Property and equipment

Property and equipment, net consist of the following at December 31, 2023:

| | |
|--------------------------------|-------------------|
| Computer equipment | 238,909 |
| Furniture and fixtures | 22,720 |
| | <u>261,629</u> |
| Less: accumulated depreciation | (2,945) |
| Property, and Equipment, net | <u>\$ 258,684</u> |

Note 4 – Contract Balances

The timing of revenue recognition, billings, and cash collections results in unearned advances and deposits (deferred franchise fees) on the accompanying balance sheets. Amounts are billed upon achievement of contractual milestones. However, the Company sometimes receives advances or deposits from their franchisees' and franchisees' area representatives before revenue is recognized, resulting in deferred franchise fees. At December 31, 2023, the Company had \$2,297,787, in deferred franchise fees included in the accompanying balance sheet.

Note 5 – Franchising

The Company executes franchise agreements and area representative agreements that set the terms of its arrangement with franchisee or area representatives. The franchise agreement requires the franchisee to pay an initial, non-refundable fee up to \$50,000 and royalty fees based upon 6% of adjusted gross sales. The area representative agreement requires the area representative to execute a franchise agreement for a pilot clinic in the area and pay an area representative fee generally ranging from \$90,000, for 4 potential clinics, to \$351,000, for 20 potential clinics. Subject to the Company's approval and various conditions, a franchisee may generally renew its agreement upon its expiration, which is generally 10 years after execution of the franchise agreement. Direct costs of sales and servicing of developer agreements and operating franchises are charged to operating expense as incurred. An area representative generally is not permitted to obtain a successor license after its term, which is generally 10 years after execution of the area representative agreement, is over unless either (a) such successor license is required by law, or (b) the area representative executed the area representative agreement pursuant to a transfer; and the area representative meets certain conditions.

When an individual franchise is sold, the Company agrees to provide certain services to assist the franchisee in getting the location open for business. This includes assistance with site selection, training, systems implementation, and design of a quality control program.

Relive Franchise, LLC
Notes to the Financial Statements
For the Year Ended December 31, 2023

Note 5 – Franchising – Continued

The Company recognizes initial fees as revenue when substantially all initial services required by the franchise or license agreement have been performed, which is generally upon opening a location. Royalty fees are recognized as earned and are considered to be compensation for use of the trademark and general business assistance.

During the year ended December 31, 2023, the Company opened 4 new franchise locations. As of December 31, 2023, the Company has 12 open franchise locations. A total of 18 franchise agreements were executed during the year ended 2023.

When an area representative agreement is executed and a territory is purchased, the Company agrees to provide certain pre-opening services. This includes initial training, access to documentation necessary to offer or sell franchises, and the Company's management software. A portion of the royalty fees that are collected by the Company in a territory with an area representative is paid to that territory's area representative. During the year ended December 31, 2023, the Company executed 4 representative agreements.

Note 6 – Related Party Transactions

The sole member of the majority member of the Company has a direct ownership interest in two of the franchisees. These franchisees did not pay any initial upfront franchise fees and do not pay a royalty fee to the Company. For the year ended December 31, 2023 had the related party franchisees been required to be pay royalties comparable to those paid by nonrelated franchisees, the Company would have recognized approximately \$300,000 of additional royalty revenue.

The Company's majority member has a lease for an office building in which one of their related franchises operates in addition to other entities which are owned by the majority member. The Company shares and utilizes a portion of the office building and pays a monthly rent in the amount of \$6,000 per month. Furthermore, the Company directly paid on behalf of the related party leasehold improvements in the amounts of approximately \$472,000, for the year ended December 31, 2023. As of December 31, 2023, \$588,616 remains outstanding is included in Due from related party in the accompanying balance sheets. There are no terms for repayment.

Note 7 – Concentration of Credit Risks

Financial instruments, which potentially subject the Company to credit risk, consist principally of cash and accounts receivable. Cash is maintained with major financial institutions and management regularly monitors their composition and maturities. The Company maintains all its cash funds in bank accounts insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC").

Relive Franchise, LLC
Notes to the Financial Statements
For the Year Ended December 31, 2023

Note 7 – Concentration of Credit Risks – Continued

At December 31, 2023, the Company had cash in the amount of approximately \$979,000, in excess of FDIC limits. Accounts receivable subjects the Company to its highest potential concentration of credit risk. The Company charges franchise fees and because significantly all revenues are attributed to franchisees, diversification of credit risk is difficult. Although the Company does not require collateral on trade accounts receivables from its franchisees, management periodically reviews the creditworthiness of its franchisees to ensure the overall quality of the Company's credit portfolio.

Credit risk associated with franchising is limited to the amount of accounts receivable outstanding for each franchisee. Amounts due from affiliates are unsecured and the credit risk is limited to the related outstanding balance. Management periodically evaluates the financial capability of its affiliates when assessing the collectability of its due from affiliates balances.

Note 8 – Commitments and Contingencies

From time to time, the Company is subject to threatened and asserted claims in the ordinary course of business. Because litigation and arbitration are subject to inherent uncertainties and the outcome of such matters cannot be predicted with certainty, future developments could cause any one or more of these matters to have a material impact on the Company's future financial condition, results of operations or liquidity.

In 2023, the Company filed a lawsuit in federal court against the members of one of the corporate-owned locations that was terminated for non-compliance with the contract. Those members later filed suit in state court against the Company based on the same relationship.

In November 2023, the Company had reached a settlement agreement with the opposing party, amounting to \$375,000 which is included in other expenses, net in the accompanying statement of operations and changes in members' deficit. Of this sum, \$175,000 is due within ten calendar days of the agreement's effective date. The remaining \$200,000 which is included in accounts receivable in the accompanying balance sheet, will be disbursed in 12 consecutive monthly installments of \$16,666.67, commencing on January 1, 2024, and concluding in December of the same year.

The Company is subject to various legal proceedings, many involving routine litigation incidental to our business. The outcome of any legal proceeding is not within our complete control, is often difficult to predict and is resolved over very long periods of time. Estimating probable losses associated with any legal proceedings or other loss contingencies are very complex and require the analysis of many factors including assumptions about potential actions by third parties.

Note 8 – Commitments and Contingencies – Continued

Loss contingencies are disclosed when there is at least a reasonable possibility that a loss has been incurred and are recorded as liabilities in the combined consolidated financial statements when it is both (1) probable or known that a liability has been incurred, and (2) the amount of the loss is reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability. If a loss contingency is not probable or cannot be reasonably estimated, a liability is not recorded in the combined consolidated financial statements.



Relive Franchising, LLC
Financial Statements
December 31, 2022

Table of Contents

| | |
|---------------------------------------------------------|--------|
| Independent Auditor's Report..... | 1 |
| Financial Statements: | |
| Balance sheet..... | 2 |
| Statement of income and changes in members' equity..... | 3 |
| Statement of cash flows..... | 4 |
| Notes to the Financial Statements..... | 5 – 10 |



Independent Auditor's Report

To the Members of
Relive Franchising, LLC
Stuart, Florida

Opinion

We have audited the financial statements of Relive Franchising, LLC which comprise the balance sheet as of December 31, 2022, and the related statement of income and changes in members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Relive Franchising, LLC, LLC as of December 31, 2022, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibility of Management for the Financial Statements

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

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



Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

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

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

A handwritten signature in black ink, appearing to read 'D. M. ...', is positioned above the text.

Miami, FL
April 30, 2023

Relive Franchising, LLC
Balance Sheet
December 31, 2022

Assets

| | |
|-----------------------------|--------------------|
| Current assets: | |
| Cash | \$2,446,809 |
| Accounts receivable | 56,270 |
| Total current assets | <u>2,503,079</u> |
| Property and equipment, net | 124,872 |
| Other assets: | |
| Related party receivables | 49,193 |
| Total assets | \$2,677,144 |

Liabilities and Member's Equity

| | |
|----------------------------------------------|--------------------|
| Current liabilities: | |
| Accounts payable and accrued expenses | \$ 14,766 |
| Deferred Franchise Fees | 1,200,000 |
| Total current liabilities | <u>1,214,766</u> |
| Commitments and contingencies | |
| Members' equity: | <u>1,462,378</u> |
| Total liabilities and member's equity | \$2,677,144 |

See independent auditor's report and accompanying notes

Relive Franchising, LLC
Statement of Income and Changes in Member's Equity
For the Year Ended December 31, 2022

| | |
|--------------------------------------|--------------------|
| Revenues | |
| Franchise Fees | \$ 509,633 |
| Royalty Fees | 459,350 |
| Rebates | <u>142,230</u> |
| Total Revenue | 1,111,213 |
| Operating expenses: | |
| Advertising | 41,427 |
| General and administrative | 104,014 |
| Payroll and related expenses | 199,110 |
| Professional fees | 76,158 |
| Travel & Accommodation | <u>50,854</u> |
| Total operating expenses | 471,563 |
| Income from operations | 639,650 |
| Other income | 23,063 |
| Net Income | 662,713 |
| Members' equity - beginning of year | 53,478 |
| Member contributions | 750,000 |
| Member distributions | <u>(3,813)</u> |
| Members' equity - end of year | \$1,462,378 |

See independent auditor's report and accompanying notes

Relive Franchising, LLC
Statement of Cash Flows
For the Year Ended December 31, 2022

| | |
|---------------------------------------------------------------------------------|---------------------|
| Cash flows from operating activities: | |
| Net income | \$ 662,713 |
| Adjustment to reconciliation of net income to provided by operating activities: | |
| Depreciation | 1,000 |
| (Increase) decrease in assets: | |
| Accounts receivable, net | (23,067) |
| Due from related party | (49,193) |
| Increase (decrease) in liabilities: | |
| Accounts payable and accrued expenses | (41,631) |
| Deferred franchise fees | 1,150,000 |
| Net cash provided by operating activities | 1,699,822 |
| Cash flows from investing activities: | |
| Purchase of property and equipment | (120,833) |
| Net cash used in investing activities | (120,833) |
| Cash flows from financing activities: | |
| Member contributions | 750,000 |
| Member distributions | (3,813) |
| Net cash provided by financing activities | 746,187 |
| Net increase in cash | 2,325,176 |
| Cash, beginning of year | 121,633 |
| Cash, end of year | \$ 2,446,809 |

See independent auditor's report and accompanying notes

Relive Franchise, LLC
Notes to the Financial Statements

Note 1 – Organization

Relive Franchising LLC (the “Company”) is a limited liability company that was previously named R3VIVE FRANCHISE LLC, which was organized on April 17, 2020, in the State of Florida. The Company, R3VIVE FRANCHISE LLC, began activities in 2020. Articles of Amendment to Articles of Organization of R3VIVE FRANCHISE LLC were filed with the State of Florida on April 5, 2023, changing the name to Relive Franchising LLC. The Company is organized for the purpose of conducting all franchising activities on behalf of the Relive Companies, including developing, marketing, and selling franchises associated with the Relive Clinics. The Company’s activities are subject to risks and uncertainties, including the risk that the Franchise will not result in substantial franchise revenue and royalty revenue as all income is dependent on the operation of the individual franchisees.

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“US GAAP”).

Use of Estimates

The preparation of the financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities, if any, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from these estimates.

Cash and Cash Equivalents

The Company considers all short-term investments with an original maturity date of three months or less to be cash equivalents. As of December 31, 2022, there were no cash equivalents.

Accounts Receivable, Net

Accounts receivable from franchisees are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis and accounts receivables do not bear interest. Accounts receivables are stated net of an allowance for doubtful accounts. The Company evaluates the collectability of accounts receivable and determines the appropriate allowance for doubtful accounts based on the franchisees current financial condition and the age of past due accounts. At December 31, 2022 management estimated that there were no doubtful accounts.

Note 2 – Summary of Significant Accounting Policies – Continued

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation and consist of furniture, office equipment and assets not placed in service. Additions and improvements to property and equipment are capitalized at cost. Depreciation and amortization of leasehold improvements are computed using the straight-line method over the shorter of the estimated useful lives of the related assets or the lease term. The cost of assets sold or retired, and the related accumulated depreciation are removed from the accounts and any resulting gains or losses are reflected in other income (expense) for the year. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation is computed based on the estimated useful lives of the assets which range 5-7 years.

Fair Value of Financial Instruments

The carrying amount of accounts receivable and accounts payable approximate their respective fair values due to the short-term nature. Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash.

Revenue Recognition

The Company recognizes revenue in accordance with accounting standard issued by the Financial Accounting Standards Board (“FASB”) and codified in the FASB ASC as topic 606 (“ASC 606”). The revenue recognition standard in ASC 606 outlines a single comprehensive model for recognizing revenue as performance obligations, defined in a contract with a customer as goods or services transferred to the customer in exchange for consideration, are satisfied. The standard also requires expanded disclosures regarding the Company’s revenue recognition policies and significant judgments employed in the determination of revenue.

Revenues are generated primarily from franchise fees, rebate agreements and royalties. Franchise fees are recognized as revenue when substantially all initial services required by the franchise or license agreement are performed, which is generally upon the opening of a clinic. Initial franchise fees are typically nonrefundable. Franchise royalty fees, which are based on a percentage of gross franchise sales, are recognized when earned. Rebate Income is based on sales of certain products. Those sales occur in the normal course of the business and as per the agreement the Company earns 10% as per the contract.

Advertising and Marketing

The Company uses advertising and marketing to promote its services. Advertising and marketing costs are expensed as incurred.

Note 2 – Summary of Significant Accounting Policies – Continued

Income Taxes

The Company is a limited liability company and is recognized as a partnership for federal and state income tax purposes. All items of income and expense are passed through to the members to report on their respective individual income tax returns. Therefore, no provision or liability for federal income taxes has been included in these financial statements.

The Company records a liability for uncertain tax positions when it is probable that a loss has been incurred and the amount can be reasonably estimated. Interest and penalties related to income tax matters, if any, would be recognized as a component of income tax expense. As of December 31, 2022, the Company had no liabilities for uncertain tax positions. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. Currently, the tax years subsequent to 2020 are open and subject to examination by the taxing authorities.

Legal Proceedings and Loss Contingencies

The Company is subject to various legal proceedings, many involving routine litigation incidental to our business. The outcome of any legal proceeding is not within our complete control, is often difficult to predict and is resolved over very long periods of time. Estimating probable losses associated with any legal proceedings or other loss contingencies are very complex and require the analysis of many factors including assumptions about potential actions by third parties.

Loss contingencies are disclosed when there is at least a reasonable possibility that a loss has been incurred and are recorded as liabilities in the combined consolidated financial statements when it is both (1) probable or known that a liability has been incurred, and (2) the amount of the loss is reasonably estimable. If the reasonable estimate of the loss is a range and no amount within the range is a better estimate, the minimum amount of the range is recorded as a liability. If a loss contingency is not probable or cannot be reasonably estimated, a liability is not recorded in the combined consolidated financial statements.

Date of Management's Review

The Company has considered subsequent events through April 30, 2023, the date that the financial statements were available to be issued in connection with the preparation of these financial statements.

Relive Franchise, LLC
Notes to the Financial Statements

Note 3 – Contract Balances

The timing of revenue recognition, billings, and cash collections results in billed accounts receivable, unbilled receivables (contract assets), and customer advances and deposits (contract liabilities) on the Statement of Financial Position. Amounts are billed upon achievement of contractual milestones. However, the Company sometimes receives advances or deposits from their franchisees' area representative before revenue is recognized, resulting in contract liabilities. These deposits are liquidated when revenue is recognized. At December 31, 2022 the Company had \$1,200,000 in unearned franchise fees and franchisee area representative fees included in the accompanying balance sheet.

Note 4 – Franchising

The Company executes franchise agreements and area representative agreements that set the terms of its arrangement with franchisee or area developer. The franchise agreement requires the franchisee to pay an initial, non-refundable fee up to \$50,000 and royalty fees based upon 6% of adjusted gross sales. The area representative agreement requires the area representative to execute a franchise agreement for a pilot clinic in the area and pay an area representative fee generally ranging from \$90,000, for 4 potential clinics, to \$351,000, for 20 potential clinics.

Subject to the Company's approval and various conditions, a franchisee may generally renew its agreement upon its expiration, which is generally 10 years after execution of the franchise agreement. Direct costs of sales and servicing of developer agreements and operating franchises are charged to operating expense as incurred.

An area representative generally is not permitted to obtain a successor license after its term, which is generally 10 years after execution of the area representative agreement, is over unless either (a) such successor license is required by law ,or (b) the area representative executed the area representative agreement pursuant to a transfer ; and the area representative meets certain conditions.

When an individual franchise is sold, the Company agrees to provide certain services to assist the franchisee in getting the location open for business. This includes assistance with site selection, training, systems implementation, and design of a quality control program. The Company recognizes initial fees as revenue when substantially all initial services required by the franchise or license agreement have been performed, which is generally upon opening a location. Royalty fees are recognized as earned and are considered to be compensation for use of the trademark and general business assistance. During the year, the Company opened 2 franchises. As of December 31, 2022, the Company has 8 open franchise locations. A total of 22 franchise agreements were executed in 2022. The deferred franchise fees of \$50,000 represent deposits received in advance for 2 new franchise locations expected to be opened during 2022.

Relive Franchise, LLC
Notes to the Financial Statements

Note 4 – Franchising - Continued

When an area representative agreement is executed and a territory is purchased, the Company agrees to provide certain pre-opening services. This includes initial training, access to documentation necessary to offer or sell franchises, and the Company's management software. A portion of the royalty fees that are collected by the Company in a territory with an area representative is paid to that territory's area representative. During the year, the Company executed 7 area representative agreements.

Note 5 – Related Parties

The owner of the Company has an equity stake in three of the franchises opened and operating. These franchises did not pay any franchise fees upon opening and do not pay a royalty fee to the Franchisor as a standard Franchise would pay. The Relive Companies are comprised of individually operated entities that are affiliated to the Franchisor as they pay a fee based on adjusted Gross Revenue.

In addition, during the year ended December 31, 2022, the Company made advances to a company commonly owned by one of the Company's member in the amount of \$49,193 and is included in the accompanying balance sheet. The advances are due on demand and do not have any terms.

Note 6 – Concentration of Credit Risks

Financial instruments, which potentially subject the Company to credit risk, consist principally of cash and accounts receivable. Cash is maintained with major financial institutions and management regularly monitors their composition and maturities. The Company maintains all its cash funds in bank accounts insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC"). At December 31, 2022 the Company had cash in the amount of approximately \$1,958,000 in excess of FDIC limits. Accounts receivable subjects the Company to its highest potential concentration of credit risk. The Company charges franchise fees to certain entities located in South Florida. Because significantly all revenues are attributed to franchisees, diversification of credit risk is difficult. Although the Company does not require collateral on trade accounts receivables from its franchisees, management periodically reviews the creditworthiness of its franchisees to ensure the overall quality of the Company's credit portfolio. Credit risk associated with franchising is limited to the amount of accounts receivable outstanding for each franchisee. Amounts due from affiliates are unsecured and the credit risk is limited to the related outstanding balance. Management periodically evaluates the financial capability of its affiliates when assessing the collectability of its due from affiliates balances.

Relive Franchise, LLC
Notes to the Financial Statements

Note 7 – Commitments and Contingencies

From time to time, the Company is subject to threatened and asserted claims in the ordinary course of business. Because litigation and arbitration are subject to inherent uncertainties and the outcome of such matters cannot be predicted with certainty, future developments could cause any one or more of these matters to have a material impact on the Company's future financial condition, results of operations or liquidity.

Subsequent to year end, the Company filed a lawsuit in federal court against the members of one of the corporate-owned locations that was terminated for non-compliance with the contract. Those members later filed suit in state court against the Company based on the same relationship. As of the date the financial statements were available to be issued the outcome of the lawsuit is not determinable nor estimable and management does not believe that the lawsuit will have an adverse effect on the Company.

**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.**

RELIVE FRANCHISING LLC

Balance Sheet

As of March 31, 2025

| | TOTAL |
|--------------------------------------------------|-----------------------|
| ASSETS | |
| Current Assets | |
| Bank Accounts | |
| 10000 Cash | |
| 10010 BOA checking - 0900 | 662,119.00 |
| Total 10000 Cash | 662,119.00 |
| Total Bank Accounts | \$662,119.00 |
| Accounts Receivable | |
| 11000 Accounts Receivable (A/R) | 52,000.00 |
| 11200 AR - PA | 87,500.00 |
| Total Accounts Receivable | \$139,500.00 |
| Other Current Assets | |
| 10100 Undeposited Funds | 2,000.00 |
| 11100 Intercompany Loans | 113,367.47 |
| 11106 Accrued Income | 206,901.60 |
| Total Other Current Assets | \$322,269.07 |
| Total Current Assets | \$1,123,888.07 |
| Fixed Assets | \$992,509.73 |
| Other Assets | |
| 16000 Other Assets | |
| 16010 Prepaid Expenses - General | 85,642.69 |
| 16020 Prepaid Expenses - Insurance | 19,359.66 |
| Total 16000 Other Assets | 105,002.35 |
| 18000 Depreciation and Amortization | |
| 18005 Accumulated Depreciation | -12,618.27 |
| Total 18000 Depreciation and Amortization | -12,618.27 |
| Total Other Assets | \$92,384.08 |
| TOTAL ASSETS | \$2,208,781.88 |

RELIVE FRANCHISING LLC

Balance Sheet

As of March 31, 2025

| | TOTAL |
|----------------------------------------|-----------------------|
| LIABILITIES AND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Credit Cards | |
| 23000 Credit Card | |
| 23005 Amex CC - 82000 | 5,977.50 |
| Total 23000 Credit Card | 5,977.50 |
| Total Credit Cards | \$5,977.50 |
| Other Current Liabilities | |
| 24000 Accrued Expenses | 25,000.00 |
| 25000 Unearned Licenses | 1,429,609.14 |
| 25010 Accrued Payroll | 16,732.13 |
| 25060 Due To Others | 750,000.00 |
| 25090 Royalty Payable | 21,218.09 |
| 27000 Loan Payable | 500,000.00 |
| Total Other Current Liabilities | \$2,742,559.36 |
| Total Current Liabilities | \$2,748,536.86 |
| Total Liabilities | \$2,748,536.86 |
| Equity | \$ -539,754.98 |
| TOTAL LIABILITIES AND EQUITY | \$2,208,781.88 |

RELIVE FRANCHISING LLC

Profit and Loss January - March, 2025

| | TOTAL |
|--------------------------------------------|---------------------|
| Income | |
| 45002 Supplier Commissions | 65,371.10 |
| 45005 Royalty Income | 419,628.14 |
| 47011 Franchise Fee | 37,500.00 |
| 47012 Tech Fee Income | 105,756.80 |
| 48000 Sponsorship Income | 45,000.00 |
| Total Income | \$673,256.04 |
| Cost of Goods Sold | |
| 52000 Merchant Fees | 723.02 |
| 54500 Royalties Paid | 61,344.29 |
| 54550 AR Sales Commissions | 57,500.00 |
| 54600 Expenses to Collect | 18,569.28 |
| 54690 Salesforce | |
| 54695 Sales Force Payments | 130,350.29 |
| Total 54690 Salesforce | 130,350.29 |
| Total Cost of Goods Sold | \$268,486.88 |
| GROSS PROFIT | \$404,769.16 |
| Expenses | |
| 61000 Facility Expenses | |
| 61010 Rent | 18,000.00 |
| Total 61000 Facility Expenses | 18,000.00 |
| 62000 Personnel Expenses | |
| 62001 Management Compensation | |
| 62010 Franchise Sales | 18,000.00 |
| 62015 Franchise Support | 72,748.83 |
| 62016 Chief Financial Officer | 6,950.55 |
| 62017 Learning Development | 20,631.85 |
| 62018 Chief Technology Officer | 31,648.32 |
| 62020 Chief Medical Officer | 28,033.06 |
| 62021 Chief Legal Officer | 23,785.72 |
| Total 62001 Management Compensation | 201,798.33 |
| 62005 Finance Wages | 8,461.54 |
| 62032 Payroll Taxes | 21,832.87 |
| 62035 Payroll Processing Fees | 5,437.89 |
| 62040 Insurance - Group Health/Dental | 4,686.62 |
| 62055 Workers Compensation | 1,120.45 |
| 62066 Continuing Education Expense | 92.02 |
| 62090 Insurance - Prof. Liab./ EPLI | 7,259.88 |
| Total 62000 Personnel Expenses | 250,689.60 |

RELIVE FRANCHISING LLC

Profit and Loss January - March, 2025

| | TOTAL |
|--------------------------------------------------|-----------------------|
| 63000 General Operating Expenses | |
| 63010 Professional Fees - Accounting | 19,500.00 |
| 63014 Professional Fees - Bookkeeping | 6,922.85 |
| 63015 Professional Fees - Legal | 22,786.00 |
| 63018 Professional Fees - IT | 27,307.53 |
| 63019 Computer & Software | 20,356.39 |
| 63050 Operating Supplies | 10,424.03 |
| 63055 Office Supplies | 1,784.86 |
| 63060 Dues & subscriptions | 90.00 |
| 63070 Postage and Delivery | 19.36 |
| 63085 Uniforms | 55.08 |
| 63115 Licenses and Permits | 1,888.75 |
| Total 63000 General Operating Expenses | 111,134.85 |
| 67000 Sales & Marketing | |
| 67001 Salaries - Marketing | 47,386.58 |
| 67002 Direct Marketing | 98,408.51 |
| 67018 Promotional Items | 441.29 |
| Total 67000 Sales & Marketing | 146,236.38 |
| 68000 Reimbursable Expenses | 0.00 |
| Total Expenses | \$526,060.83 |
| NET OPERATING INCOME | \$ -121,291.67 |
| Other Expenses | |
| 80000 Other Misc. General Operating | |
| 80020 Meals | 1,145.52 |
| 80040 Travel Expense | 5,873.47 |
| Total 80000 Other Misc. General Operating | 7,018.99 |
| 81000 Interest & Other Expenses | |
| 81010 Bank Charges | 5.00 |
| 81060 Taxes - State | 7,625.00 |
| Total 81000 Interest & Other Expenses | 7,630.00 |
| Total Other Expenses | \$14,648.99 |
| NET OTHER INCOME | \$ -14,648.99 |
| NET INCOME | \$ -135,940.66 |

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: _____

**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: _____

NEW YORK STATE ADDENDUM TO FDD

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT B OR YOUR PUBLIC LIBRARY FOR RESOURCES 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 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 THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, the following applies 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 that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years 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.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a 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; this proviso intends 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 a 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 the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

**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.

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 2300 SW Gateway Place, Stuart, Florida 34997 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 our VP 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: _____

RECIPIENT:

EXHIBIT G

FRANCHISED OUTLETS

Franchisees:

| The following tables lists franchisees that were open as of December 31, 2024 | |
|---------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| FLORIDA | |
| R3VIVE Delray Beach, LLC (Delray) 31 SE 4th Avenue Delray Beach, FL 33487 (561) 601-0100 | RH Investment I LLC (Winter Park) 354 W. Fairbanks Avenue Winterpark, FL 32789 (407) 807-0037 |
| Dripp Factor, LLC (Viera) 2338 Citadel Way, Ste. 105 Melbourne, FL 32940 (321) 507-4722 | Revive Tradition LLC (Tradition) 11562 SW Village Pkwy Port St. Lucie, FL 34987 (772) 272-8866 |
| Wellington IV LLC (Wellington) 2605 South State Road 7, Unit 420 Wellington, FL 33414 (561) 360-3520 | RH Holdings CFL LLC 2875 S. Orange Ave., Suite 520 Orlando, FL 32806 (407) 942-2140 |
| Relive Vero Beach LLC 5230 US Highway 1, Unit C105 Vero Beach, FL 32967 (772) 758-1168 | |
| GEORGIA | |
| EPG Optimize GA OE One LLC (Chamblee) 5001 Peachtree Blvd., Suite 605 Chamblee, GA 33041 (770) 415-3554 | EPG Optimize GA AR LLC 4600 Roswell Road, Suite B130 Sandy Springs, GA 30342 (678) 713-5590 |
| MARYLAND | |
| Revive Lounge LLC (DMV) 26 Grand Corner Avenue Gaithersburg, MD 20878 (301) 545-2148 | EPG Optimize MD OE One LLC 26-A Grand Corner Avenue Gaithersburg, MD 20878 (301) 545-2148 |
| MINNESOTA | |
| Revive IV MN PLLC (Lakeville) 17713 Kenwood Trail #6 Lakeville, MN 55044 (952) 595-6061 | Feel 25 Again Minnetonka LLC 13135 Ridgedale Drive Minnetonka, MN 55305 (952) 209-4109 |
| NEW JERSEY | |
| EPG Optimize NJ OE One LLC (East Rutherford) 110 Route 17 N East Rutherford, NJ 07073 | |

| | |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| (201) 266-2669 | |
| NEW YORK | |
| EPG Optimize NY OE One LLC* 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-977 | |
| NORTH CAROLINA | |
| EPG Optimize NC OE One LLC 721 Governor Morrison St., Suite F-110C Charlotte, NC 28211 (980) 259-7308 | |
| TENNESSEE | |
| Relive Hendersonville, LLC (Hendersonville) 165 Indian Lake Blvd., Suite #109 Hendersonville, TN 37075 (615) 713-5590 | Revive Franklin, LLC (Franklin) 112 Rand Place Suite 120 Franklin, TN 37064 (615) 703-2979 |
| Pro Health Brentwood LLC 1010 Perrone Way, Suite 100 Franklin, TN 37069 (615)560-6648 | R H West Nashville, LLC 5300 Centennial Blvd., Suite 104 Nashville, TN 37209 (615) 236-7451 |
| TEXAS | |
| Lock Family Holding Inc. 5500 Greenville Ave., Suite 1105 Dallas, TX 75206 (214) 838-8800 | JW Health Flower Mound LLC 6101 Long Prairie Road, Suite 700 Flower Mound, TX 75028 (214) 888-2082 |
| Arete Performance Group LLC (Corpus Christi) 7042 South Staples St., Suite #105 Corpus Christi, TX 78413 (361) 452-3236 | RL Houston 1, LLC 9311 Katy Fwy, Suite E Houston, TX 77024 (832) 852-2020 |

The following table lists franchisees with signed franchise agreements that were not open as of December 31, 2024

- * Indicates that the entity executed 2 franchise agreements**
- * Indicates that the entity executed 3 franchise agreements**
- *** Indicates that the entity executed 4 franchise agreements**

| | |
|----------------------------------------------------------------------------------------------------------------|--|
| ARIZONA | |
| Healthspan Wellness, Inc. 2010 E. Rio Salado Pkwy., Suite 117 Tempe, AZ 85281 | |
| CONNECTICUT | |
| EPG Optimize CT AR LLC* 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 | |

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Site Search Area: Connecticut | |
| COLORADO | |
| EPG Optimize CO AR LLC* 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Colorado | |
| FLORIDA | |
| JW Health LLC 801 NE Town Ter. Jensen Beach, FL 34957 (772) 359-2254 Site Search Area: New Jersey | EPG Optimize FL AR LLC* 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: West Coast of Florida |
| 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 |
| GEORGIA | |
| EPG Optimize DC AR LLC* 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Georgia | |
| MARYLAND | |
| EPG Optimize MD AR LLC* 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Maryland | |
| NEW YORK | |
| EPG Optimize NY AR LLC 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-977 Site Search Area: New York | |
| NEW JERSEY | |
| EPG Optimize NJ AR LLC* 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: New Jersey | |
| NORTH CAROLINA | |
| EPG Optimize NC AR LLC 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: North Carolina | |
| PENNSYLVANIA | |
| F&D Holdings I, LLC 1210 Bethlehem Pike, Suite B1 | RH Philadelphia 1, LLC 5712 Val Verde St. |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| North Wales, PA 19454 Site Search Area: PA | Houston, TX 77057 (732) 762-5024 Site Search Area: Pennsylvania |
| TEXAS | |
| Relive Hendersonville LLC** 105 Breakwater N Hendersonville, TN 37075 (615) 713-5590 Site Search Area: Texas | EPG Optimize GA AR LLC* 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Flower Mound, TX |
| Lock Family Holding Inc.*** 909 E. Market Square Northlake, TX 76247 (214) 725-0477 Site Search Area: Fort Worth/Dallas, TX metropolitan area | RL Houston 3, LLC 5712 Val Verde St. Houston, TX 77057 (713) 590-5900 Site Search Area: Texas |
| 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 |
| RL ATX 1, LLC 10710 Research Blvd., Suite 136 Austin, TX 78759 (512) 522-2900 Site Search Area: Austin, TX | RL ATX 2, LLC 10710 Research Blvd., Suite 136 Austin, TX 78759 (512) 522-2900 Site Search Area: Austin, TX |
| RL ATX 3, LLC 10710 Research Blvd., Suite 136 Austin, TX 78759 (512) 522-2900 Site Search Area: Austin, TX | RL ATX 4, LLC 10710 Research Blvd., Suite 136 Austin, TX 78759 (512) 522-2900 Site Search Area: Austin, TX |
| RL ATX 5, LLC 10710 Research Blvd., Suite 136 Austin, TX 78759 (512) 522-2900 Site Search Area: Austin, TX | RL Houston 2, LLC 5712 Val Verde St. Houston, TX 77057 (713) 590-5900 Site Search Area: Texas |
| VIRGINIA | |
| EPG Optimize VA AR LLC* 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: Virginia | |
| WASHINGTON DC | |
| EPG Optimize SC AR LLC 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 Site Search Area: District of Columbia | |

The following table lists former franchisees who left the system during the prior fiscal year

None

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

LIST OF AREA REPRESENTATIVES

Area Representatives with an outlet opened as of December 31, 2024:

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <u>Florida – Orlando</u> RH Holdings CFL LLC 25 Johnson Avenue Ronkonkoma, NY 11779 (407) 807-0037 | <u>Florida – Space Coast and Jacksonville</u> 2338 Citadel Way, Suite 105 Melbourne, FL 32940 (321) 507-4722 |
| <u>Georgia</u> EPG Optimize GA AR LLC 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 | <u>New Jersey</u> EPG Optimize NJ AR LLC 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 |
| <u>New York</u> EPG Optimize NY AR LLC 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 | <u>Texas</u> MFH TEXAS WELLNESS LLC 5712 Val Verde St. Houston, TX 77057 (713) 590-5900 |
| <u>Tennessee</u> Relive Tennessee, LLC 112 Rand Place Franklin, TN 37064 (615) 703-2979 | <u>Maryland</u> EPG Optimize MD AR LLC 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 |
| <u>North Carolina</u> EPG Optimize NC AR LLC 250 West 57 th Street, Suite 920 New York, NY 10107 (929) 888-9778 | |

EXHIBIT J

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

****NOT FOR USE IN CALIFORNIA AND MARYLAND.**

Do not sign this acknowledgment statement if you are a resident of Maryland or the business is to be operated in Maryland.

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: _____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

| State | Effective Date |
|--------------|-----------------------|
| Illinois | Pending |
| Indiana | Pending |
| Maryland | Pending |
| Michigan | June 22, 2024 |
| Minnesota | Pending |
| New York | Pending |
| Rhode Island | Pending |
| Virginia | Pending |
| Wisconsin | Pending |

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), Ted Bell (our VP 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 2300 SW Gateway Place, Stuart, Florida 34997 and (772) 631-7266.

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

Issuance Date: April 29, 2025.

I received a Disclosure Document dated April 29, 2025., 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
- EXHIBIT E: State-Specific FDD and Agreement Addenda
- EXHIBIT F: Non-Disclosure Agreement
- EXHIBIT G: Franchised Outlets
- EXHIBIT H: HIPAA Business Associate Agreement
- EXHIBIT I: List of Area Representatives
- EXHIBIT J: Franchisee Acknowledgement Statement

Date Received: _____
(If other than date signed)

DATE: _____

Print Name: _____

Print Address: _____

City, State: _____

(Signature of recipient)

KEEP FOR YOUR RECORDS

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), Ted Bell (our VP 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 2300 SW Gateway Place, Stuart, Florida 34997 and (772) 631-7266.

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

Issuance Date: April 29, 2025.

I received a Disclosure Document dated April 29, 2025., 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
- EXHIBIT E: State-Specific FDD and Agreement Addenda
- EXHIBIT F: Non-Disclosure Agreement
- EXHIBIT G: Franchised Outlets
- EXHIBIT H: HIPAA Business Associate Agreement
- EXHIBIT I: List of Area Representatives
- EXHIBIT J: Franchisee Acknowledgement Statement

Date Received: _____
(If other than date signed)

DATE: _____

Print Name: _____

Print Address: _____

City, State: _____

(Signature of recipient)

Please return signed receipt to Relive Franchising LLC, 2300 SW Gateway Place, Stuart, Florida 34997