

FRANCHISE DISCLOSURE DOCUMENT



Onward Physical Therapy, LLC
a North Carolina limited liability company
529 W. Summit Ave. Suite 1B
Charlotte, NC 28203
704-228-3825
hq@onwardphysicaltherapy.com
onwardphysicaltherapy.com

Onward Physical Therapy businesses provide comprehensive physical therapy services to individuals by doctoral-trained and licensed physical therapists (“Onward Physical Therapy Businesses”).

The total investment necessary to begin operation of a standard Onward Physical Therapy franchised business is between \$25,200 and \$122,500. This includes \$0 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation of a conversion Onward Physical Therapy franchised business is between \$12,000 and \$85,500. This includes \$0 that must be paid to the franchisor or its affiliate(s).

Onward Physical Therapy area developers acquire the right to develop multiple Onward Physical Therapy franchises in a designated development area. The total investment necessary to begin operation as an area developer with two franchised businesses is between \$50,400 and \$245,000. This includes \$0 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation as an area developer with three franchised businesses is between \$75,600 and \$367,500. This includes \$0 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation as an area developer with four franchised businesses is between \$100,800 and \$490,000. This includes \$0 that must be paid to the franchisor or its affiliate(s). The total investment necessary to begin operation as an area developer with five franchised businesses is between \$126,000 and \$612,500. This includes \$0 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 this disclosure document and all agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement 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 document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Zachary Long at 529 W. Summit Ave. Suite 1B, Charlotte, NC 28203, 704-228-3825 or hq@onwardphysicaltherapy.com.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, 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 also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: May 19, 2025, as amended October 1, 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 <u>Exhibit E</u> . |
| 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 <u>Exhibit B</u> 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 Onward Physical Therapy business in my area? | Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| Does the franchisor have a troubled legal history? | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| What’s it like to be an Onward Physical Therapy franchisee? | Item 20 or <u>Exhibit E</u> lists current and former franchisees. You can contact them to ask about their experiences. |
| What else should I know? | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

What You 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 in order to continue to operate 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 North Carolina. 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 North Carolina than in your own state.
- 2) **Sales Performance required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in a loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
- 3) **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.
- 4) **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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.

**NOTICE REQUIRED BY
STATE OF MICHIGAN**

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

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

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

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

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

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

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

To simplify the language in this Franchise Disclosure Document, “OPT,” “we,” “us” and “our” means Onward Physical Therapy, LLC, the franchisor. “You,” “your” and “Franchisee” means the person, and its owners if the Franchisee is a business entity, who buys the franchise from OPT.

The Franchisor and its Affiliate

OPT is a North Carolina limited liability company formed on November 1, 2019. We operate under our corporate name and the name Onward Physical Therapy. Our principal business address is 529 W. Summit Ave. Suite 1B, Charlotte, NC 28203. We offer franchises (“Onward Physical Therapy Franchise(s)” or “Franchise(s)”) for Onward Physical Therapy businesses and have done so since May 2025. We have not conducted and do not conduct business under any other name or in any other line of business and we have not offered and do not offer franchises in any other line of business. OPT previously offered licenses for Onward Physical Therapy Businesses from February 2020 to December 2024, and our intention is to convert these licensees to franchised Onward Physical Therapy Businesses. OPT does not conduct, and has never conducted, a business of the type described in this Franchise Disclosure Document. We do not have a predecessor or parent. We have one affiliate, Onward Charlotte LLC (“OC”), that operates an Onward Physical Therapy Business in Charlotte, North Carolina, similar to the one offered under this Franchise Disclosure Document, and has done so since June 2019. OC does not offer, and has not offered, franchises in this or any other line of business.

Our agent for service of process is Zachary Long at 529 W. Summit Ave. Suite 1B, Charlotte, NC 28203. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

The Franchise

An Onward Physical Therapy Business provides comprehensive physical therapy services to individuals by doctoral-trained and licensed physical therapists (“Required Services”). Our Onward Physical Therapy Franchise operating system includes recognizable design, décor and color scheme; uniform standards, specifications, rules and procedures of operation; techniques; philosophies; quality and uniformity of products and services offered; and procedures (“System”). You will operate the Onward Physical Therapy Franchise using the System and our trade names, trademarks, service marks, emblems, logos, slogans and copyrights (“Marks”) as authorized by us from an approved location. Onward Physical Therapy Businesses are operated out of a wide variety of commercial spaces including warehouses, flex space, and office spaces (“Onward Physical Therapy Clinic(s)” or “Clinics”) in compliance with all relevant laws and regulations. You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit C (“Franchise Agreement”). You may operate one Onward Physical Therapy Franchise for each Franchise Agreement you sign. We designate Franchises as either Type 1 Franchises or Type 2 Franchises depending on the geographic and demographic makeup of a franchisees territory, as described more fully in Item 12.

We also offer to select qualified persons (“Area Developers”) the opportunity to sign our area development agreement attached to this Franchise Disclosure Document as Exhibit D (“Area Development Agreement”) and acquire the right to develop multiple Onward Physical Therapy Franchises in a designated

development area (“Development Territory”) in accordance with a specified development schedule (“Development Schedule”). The Development Territory will be established based on the consumer demographics of the Development Territory, geographical area, city, county and other boundaries. If you enter into an Area Development Agreement, you must sign a Franchise Agreement for your first Onward Physical Therapy Franchise (“Initial Franchise Agreement”) at the same time you sign the Area Development Agreement. You will be required to sign our then-current form of Onward Physical Therapy Franchise Agreement, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document, for each Onward Physical Therapy Franchise that you develop under the Area Development Agreement. Unless otherwise stated, any reference in this Franchise Disclosure Document to “you” or “franchisee” includes you both as an Area Developer under an Area Development Agreement and as a franchisee under a Franchise Agreement. Area Developers must open a minimum of two Onward Physical Therapy Franchises.

We offer conversion opportunities to existing independent businesses that provide services and products similar to some or all of the Required Services (“Conversion Owners”). Conversion Owners will sign a Franchise Agreement that will include a “Conversion Addendum,” which is attached to this Franchise Disclosure Document as Exhibit H-6. Conversion Owners offer all Required Services and must modify their business premises to our design plans and specifications, use our Marks, complete our training, and make any other necessary modifications to their business to meet the then-current standards of an Onward Physical Therapy franchisee.

You or your owner must be a licensed professional in order to become an Onward Physical Therapy Franchisee. You will operate the Onward Physical Therapy Business, including performing all responsibilities and obligations of an authorized physical therapist, and managing the Onward Physical Therapy Business as required in the Franchise Agreement.

We developed the System and the standards and specifications associated with the System, to create a framework that enables Clinics to operate in compliance with our brand standards and maintain a uniform experience for patients. However, we understand that the practice of physical therapy is a licensed profession requiring independent judgment, skill and training. Our franchise training and support programs do not include any training or support regarding the method or manner by which physical therapy services are provided to patients. We do not (a) control or influence, (b) reserve the right to control or influence, or (c) intend to control or influence the Professional Judgment (as described below) exercised by licensed professionals. We acknowledge and agree that if any terms of the Franchise Agreement (or any related agreement) and/or the Franchise Operations Manual conflict with your Professional Judgment, then: (i) your Professional Judgment will control; and (ii) you will be authorized to act in a manner consistent with your Professional Judgment without being deemed in breach of the Franchise Agreement.

For purposes of this Franchise Disclosure Document, the term “Professional Judgment” means the independent professional judgment exercised by a licensed professional regarding the methods and manner by which services are provided to patients, including: (a) determining what diagnostic tests are appropriate; (b) determining the need for referrals to or consultation with another physical therapist, medical professional or specialist; (c) responsibility for the ultimate overall care of the patient, including treatment options available to the patient; (d) determining how many patients to see in a given period of time or how many hours licensed physical therapists must work; (e) determining the equipment and supplies used in rendering services; (f) managing, and determining the contents of, patient records; (g) selecting, hiring and firing any licensed professional staff; and (h) establishing coding and billing procedures for patient care services.

Market and Competition

The primary market for the products and services offered by the Onward Physical Therapy Businesses includes adults aged 18 to 65. The products and services offered by Onward Physical Therapy Businesses are not seasonal. The market is well-developed and highly competitive in certain markets, but is still developing in others, and includes businesses selling various types of products and services. You may have to compete with numerous other independent and chain-affiliated businesses, some of which may be franchised. Some franchise systems, in particular, have already established national and international brand recognition.

Industry-Specific Laws

You must obtain all required licenses, permits, and approvals to operate your Onward Physical Therapy Franchise. Some states and local jurisdictions may have enacted or may in the future enact laws, rules, regulations, and ordinances which may apply to the Onward Physical Therapy Business. These regulations may establish certain standards, specifications, and requirements that must be followed by you. These include but are not limited to compliance with all applicable federal, state, county and municipal building codes and handicap access codes as well as the public posting of notices regarding health hazards, fire safety and general emergency preparedness, rules regarding the proper use, storage and disposal of hazardous waste and materials, and other health standards.

State laws and regulations will vary greatly from state-to-state, so it is critical that each Onward Physical Therapy Franchise owner evaluate the specific laws and regulations applicable to the geographic area where it operates. In conducting this evaluation, there are five foundational areas that should be focused on and understood: (i) ownership; (ii) diagnosis and treatment; (iii) delegation and supervision, (iv) marketing, and (v) privacy and data security.

Ownership - Many states have laws restricting ownership, and control of clinics by lay persons or corporations commonly referred to as the corporate practice of medicine doctrine (“CPOM”). The idea behind CPOM is to prevent financial and business interests from interfering with independent medical judgment. A state’s CPOM doctrine can include a wide range of restrictions such as prohibiting lay person or corporations from employing a physical therapist to provide therapeutic services and collecting the professional fees, restricting the ownership percentage of a clinic that can be owned by a physical therapist or non-physical therapist provider such as a lay person, and who can serve in management positions of a clinic. Additionally, the CPOM restrictions can affect the way flow of funds needs to occur within your franchise structure, as funds need to follow a specific route from professionals to lay people. Under no circumstance shall a lay person administer, control, influence, or direct the supervision, administration, delivery or performance of physical therapy or other services requiring an authorized physical therapist.

Franchisees in certain states must own and operate their Onward Physical Therapy Business through a professional entity (such as a professional corporation or professional limited liability company) that is wholly owned by one or more licensed physical therapists. The fees, ownership structures, and operational models in the Franchise Agreement may be adjusted as necessary to comply with the corporate practice of physical therapy doctrine in all states where applicable. You are responsible for consulting with a qualified attorney to ensure compliance with all state-specific corporate practice laws and licensing requirements.

Diagnosis and Treatment - A variety of personnel may be employed by the Onward Physical Therapy Franchise. However, state regulations and oversight boards determine requirements for, and restrictions on, providing certain services. You should consult state law to determine which personnel can conduct and provide certain services. Varying power and practice scopes are granted to physical therapists,

depending on the state the license is issued and services are performed in. You should analyze state laws and consult physical therapy boards and other regulatory agencies to determine what procedures and policies need to be implemented through the creation of standard operating procedures for the Onward Physical Therapy Franchise. The concept of form and substance are vital to compliance, as the operation of the Onward Physical Therapy Franchise needs to follow and adhere to the standard operating procedures as written.

Marketing and Fraud and Abuse Laws – There are extensive federal, state and local laws rules and regulations that regulate the type of marketing that you may or may not make as to the products and services offered by an Onward Physical Therapy Business, the results that an Onward Physical Therapy Business customer may or may not achieve, and whether or not the approved products or services offered by Onward Physical Therapy Businesses are authorized, cleared and/or approved by any government agency or authority, and the authorized physical therapist(s) that may or may not be administering, supervising and/or performing the services. You should consult with a healthcare attorney to ensure that the marketing and promotion of your Onward Physical Therapy Franchise, its services, and the underlying Onward Physical Therapy Business, complies with all applicable laws, rules and regulations.

Both federal and state law impose restrictions upon certain marketing activity, including prohibitions on giving or receiving certain financial incentives for referrals. These include the federal “Stark” physician self-referral prohibition (42 U.S.C. § 1395nn) on financial arrangements between a physician (or immediate family member) and entity furnishing Designated Health Services and the federal Anti-Kickback Statute (42 U.S.C. 1320a-7b), which prohibits knowingly and willfully soliciting, receiving, offering, or paying any remuneration (including any kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, to any person, in return for or to induce such person to refer a person for the furnishing or arranging for the furnishing of an item or service for which payment may be made in whole or in part under Medicare, Medicaid, TRICARE or other Federal healthcare programs (as defined by 42 U.S.C. § 1320a-7b(f)); or (ii) purchase, lease, order or arrange for or recommend the purchasing, leasing or ordering of any good, facility, service, or item for which payment may be made in whole or in part under any Medicare, Medicaid, TRICARE or other Federal healthcare programs (as defined by 42 U.S.C. § 1320a-7b(f)). While the absence of federal reimbursement prevents the applicability of the foregoing laws and regulations to an Onward Physical Therapy Franchise and the Onward Physical Therapy Business operated in connection with your Onward Physical Therapy Franchise, certain states have enacted parallel restrictions (“State Anti-Kickback Laws”) that apply to all healthcare services, without regard to whether the payer is the patient, a private health plan, or a government program. A federal law enacted in 2018, the Eliminating Kickbacks in Recovery Act, 18 U.S.C. § 220, also prohibits the payment of remuneration in return for referring a patient to medical clinics and applies to payments from commercial and employer-sponsored health plans.

In addition, many states require that physicians make a proper disclosure to their patients regarding their affiliation with a person or entity if they will receive, directly or indirectly, remuneration for securing or soliciting the patient. Because of this, you will need to structure your marketing and financial arrangements carefully to ensure compliance. It is important to have a healthcare attorney evaluate these laws and regulations applicable to your Onward Physical Therapy Franchise.

Privacy and Data Security – Federal and state law impose privacy and data security requirements to the handling of patient records and communications of health information. The federal Health Insurance Portability and Accountability Act (“HIPAA”) laws, rules and regulations impose strict requirements as to safeguarding and maintaining the privacy of personal information and data collected and stored in medical records. You must assume that the operations of an Onward Physical Therapy Business, and the offer, sale, and performance of the Approved Clinic Products and Services are subject to HIPAA’s stringent privacy requirements. State laws may provide additional restrictions on privacy and data security practices. You

should consult with your own healthcare attorney to ensure that your HIPAA agreement complies with HIPAA requirement and other applicable laws, rules and regulations. You should also consult with a healthcare attorney to determine whether the activities, safeguards and measures of your Onward Physical Therapy Franchise comply with HIPAA requirements.

The Payment Card Industry Data Security Standard (“PCI”) requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data. You must also be sure to comply with applicable federal and state laws regulating the privacy and security of sensitive consumer and employee information.

If we grant you the right to operate an Onward Physical Therapy Business, we are not engaging in the practice of medicine. You must not engage in any other profession that requires specialized training or certification in which you are not properly licensed. The Franchise Agreement will not interfere, affect or limit the independent exercise of judgment by you or your physical therapists.

You should consult with a legal advisor about whether these and/or other requirements apply to your Onward Physical Therapy Franchise. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2 BUSINESS EXPERIENCE

Zachary Long: Chief Executive Officer

Mr. Long is our Chief Executive Officer in Charlotte, North Carolina and has been since our inception in November 2019. He is also the Co-Owner of Onward Charlotte LLC in Charlotte, North Carolina and has been since June 2019. He is also the Chief Executive Officer of our affiliate, ELD in Charlotte, North Carolina and has been since its inception in August 2025. He is also the Owner of Performance Plus Programming in Concord, North Carolina and has been since March 2023. He is also the Owner of The Barbell Physio in Concord, North Carolina and has been since March 2016.

Jeff Moore: Chief Strategy Officer

Mr. Moore is our Chief Strategy Officer in Fort Collins, Colorado and has been since our inception in November 2019. He is also the Chief Strategy Officer of our affiliate, ELD in Charlotte, North Carolina and has been since its inception in August 2025. He is also the Chief Executive Office of Institute of Clinical Excellence Inc. in Windsor, Colorado and has been since January 2012. Previously, Mr. Moore was Associate Professor for South College in Knoxville, Tennessee from January 2020 to October 2024. He was also Physical Therapist for Colorado In Motion in Windsor, Colorado from August 2016 to January 2020.

Jordan Berry: Chief Operations Officer

Mr. Berry is our Chief Operations Officer in Charlotte, North Carolina and has been since our inception in November 2019. He is also the Co-Owner of Onward Charlotte LLC in Charlotte, North Carolina and has been since June 2019. He is also the Chief Operations Officer of our affiliate, ELD in Charlotte, North Carolina and has been since its inception in August 2025. Mr. Berry is also senior faculty at the Institute of Clinical Excellence in Ft. Collins, Colorado and has been since August 2018.

ITEM 3 LITIGATION

Concluded Actions

Formal Action By the Attorney General of the State of Illinois Against Onward Physical Therapy, LLC

On July 18, 2025, OPT voluntarily reported itself to the Office of the Attorney General of the State of Illinois notifying the state that it came to OPT's attention that it had unknowingly violated the Illinois Franchise Disclosure Act (815 ILCS 705/1 *et seq*) by offering and selling an unregistered and non-exempt franchise in Illinois. OPT admitted that one franchise location existed in Illinois and was sold during July 2023. On August 12, 2025, OPT accepted the Assurance of Voluntary Compliance offered by the state, which required: (1) OPT and its officers, directors, agents, employees, assigns, successors, affiliates, representatives, and servants, to refrain from offering or selling any franchises in the State of Illinois until registered in the State of Illinois; (2) OPT to extend a rescission offer to the franchisee that the franchise was sold to in Illinois; (3) OPT to disclose the existence of the Assurance of Voluntary Compliance in its Franchise Disclosure Document; and (4) OPT to pay a civil penalty of \$2,000 to the State of Illinois. The franchisee rejected the offer of rescission. This matter was concluded on August 12, 2025.

Formal Action By the Maryland Securities Commission

On July 18, 2025, OPT voluntarily reported itself to the Office of the Attorney General of the State of Maryland notifying the state that it came to OPT's attention that it had unknowingly violated MD BUS REG § 14-214 by offering and selling an unregistered and non-exempt franchise in Maryland. OPT admitted that one franchise location existed in Maryland and was sold during October 2021. On September 30, 2025, we entered into a consent order with the Securities Division, which required: (1) OPT to extend a rescission offer to the franchisee that the franchise was sold to in Maryland; (2) if not accepted, OPT to register its Franchise Disclosure Document in the State of Maryland and provide it to the franchisee with a second offer of rescission; (3) provide to the Securities Division of the State of Maryland proof that the rescission offers were received; (3) OPT to disclose the existence of the Consent Order in its Franchise Disclosure Document; and (4) OPT to pay a civil penalty to the State of Maryland in the amount of \$5,000. As of the Issuance Date, as amended, we are working to complete the process above and conclude this matter.

Pending Actions

Pending Action By the Washington Department of Financial Institutions

On July 18, 2025, OPT voluntarily reported itself to the Department of Financial Institutions of the State of Washington notifying the state that it came to OPT's attention that it had unknowingly violated RCW 19.100 by offering and selling two unregistered and non-exempt franchises in Washington. OPT admitted that two franchise locations existed in Washington and were sold during January 2021 and January 2024. On September 10, 2025, the Washington Department of Financial Institutions notified us that the matter was still pending with the Securities Division, and remains pending as of the Issuance Date, as amended.

Other than the above, no litigation is required to be disclosed in this Item.

**ITEM 4
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5
INITIAL FEES**

Franchise Agreement

Initial Franchise Fee

You are not required to pay an “Initial Franchise Fee” when we grant and you accept the right to operate an Onward Physical Therapy Franchise. During our last fiscal year ended December 31, 2024, we did not collect any Initial Franchise Fees.

Area Development Agreement

Development Fee

We may also grant franchisees the rights to open additional Onward Physical Therapy Franchises by signing our Area Development Agreement. You are not required to pay a “Development Fee” when we grant and you accept the right to open multiple Onward Physical Therapy Franchises. You will sign the Initial Franchise Agreement for your first Onward Physical Therapy Franchise when you sign the Area Development Agreement. You will develop additional Onward Physical Therapy Franchises according to the Development Schedule included in the Area Development Agreement. You will sign an individual franchise agreement for each Onward Physical Therapy Franchise you open under the Area Development Agreement. If you form an entity to open any of the Onward Physical Therapy Franchise within the Development Territory, you must own at least 51% of each entity. You must provide us with necessary documentation to show your ownership interest. Area Developers must open a minimum of two Onward Physical Therapy Franchises. During our last fiscal year ended December 31, 2024, we did not collect any Development Fees.

**ITEM 6
OTHER FEES**

| Type of Fee ⁽³⁾ | Amount | Due Date | Remarks |
|----------------------------|-----------------------------------|---|---|
| Royalty ⁽¹⁾⁽²⁾ | 10% of Gross Sales ⁽²⁾ | Due on 15 th day of each month | The “ <u>Royalty</u> ” is based on “ <u>Gross Sales</u> ” during the previous month. Your Royalty is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance. Your Royalty will be capped at \$50,000 per calendar year, but reserve the right to modify this cap upon 90 days’ written notice to you, in which event the change will take place the following calendar year. Determination of our then-current Royalty is subject to increase based on changes to the Consumer Price Index (“ <u>CPI</u> ”) in the United States (see note 3). |

| Type of Fee ⁽³⁾ | Amount | Due Date | Remarks |
|--|---|----------------------------------|--|
| Local Advertising Payment | Not currently charged | Payable after receipt of invoice | We do not currently charge this fee. The Local Advertising Payment is discussed in Item 11. |
| Insurance | Reimbursement of our costs, plus a 20% administration charge | On demand | If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained plus 20% of the premium for an administrative cost of obtaining the insurance. |
| Additional Training or Assistance Fees | The then-current fee (currently not charged) | Within ten days after invoicing | We provide initial training at no charge to all franchisee owners. You are responsible for any expenses incurred by you or your employees in connection with attending training, including transportation, lodging, meals, wages and other incidentals. Determination of our then-current fee is subject to increase based on changes to the CPI (see note 3). |
| Technology Fee | The then-current fee (currently not charged) | Same as Royalty | The “ <u>Technology Fee</u> ” would cover certain technologies used in the operation of your Onward Physical Therapy Franchise. In no event will we increase this fee by more than 10% in a calendar year, and in no event will this fee exceed \$200 per month. This limitation will not apply to price increases from third-parties or price increases from us to reflect upgrades, modifications or additional software (each of which is not limited, and you will be responsible for paying). |
| Late Payment Fee | \$100 per occurrence, plus the lesser of the daily equivalent of 1.5% per year simple interest or the highest rate allowed by law | As incurred | Payable if any payment due to us or our affiliate is not made by the due date. Interest accrues from the original due date until payment is received in full. |
| Non-Sufficient Funds Fee | \$100 per occurrence, plus the lesser of the daily equivalent of 1.5% per year simple interest or the highest rate allowed by law | As incurred | Payable if any check or electronic payment is not successful due to insufficient funds, stop payment or any similar event. |

| Type of Fee ⁽³⁾ | Amount | Due Date | Remarks |
|---------------------------------------|--|--|---|
| Failure to Submit Required Report Fee | \$100 per occurrence and \$100 per week | Your bank account will be debited for failure to submit any requested report or financial statement when due | Payable if you fail to submit any required report or financial statement when due. You will continue to incur this fee until you submit the required report. |
| Audit Expenses | Cost of audit and inspection, any understated amounts, and any related accounting, legal and travel expenses | On demand | You will be required to pay this if an audit reveals that you understated weekly Gross Sales by more than 3% or you fail to submit required reports. |
| Professional Fees and Expenses | Will vary under circumstances | As incurred | You must reimburse us for any legal, accounting or other professional fees, including all reasonable attorneys' fees, (" <u>Professional Fees</u> ") that we incur as a result of any breach or termination of your Franchise Agreement or as a result of your indemnity obligations. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement. |
| Indemnification | Will vary under circumstances | As incurred | You must indemnify and reimburse us for any expenses or losses, including Professional Fees, that we or our representatives incur related in any way to your Onward Physical Therapy Franchise. |
| Renewal Fee | Our actual costs | At the time you sign the successor franchise agreement | If you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement, you must reimburse us for our actual costs incurred in effectuating the renewal of your Onward Physical Therapy Business. |
| De-Identification | All amounts incurred by us related to de-identification | As incurred | Payable if we must de-identify your Onward Physical Therapy Franchise upon its termination, relocation or expiration. |

| Type of Fee ⁽³⁾ | Amount | Due Date | Remarks |
|----------------------------|---|--|---|
| Transfer Fee | 40% of the purchase price if the sale is completed within the first 2 years of the initial term of the Franchise Agreement; 35% of the purchase price if the sale is completed between 2 and 5 years into the initial term of the Franchise Agreement; or 30% of the purchase price if the sale is completed more than 5 years into the initial term of the Franchise Agreement | \$1,000 non-refundable deposit at time of transfer application submittal and the remaining balance of fee at time of the approved transfer | Payable in connection with the transfer of your Onward Physical Therapy Franchise, a transfer of ownership of your legal entity, or the Franchise Agreement (this does not apply to the transfer of an entity you control—see below). |
| Transfer to Entity Fee | Our actual costs | On demand | If you are transferring the Franchise Agreement to an entity that you control, you will not be required to pay a transfer fee, but you must pay our actual costs. Transfer fees are subject to state law. |
| Termination Fee | \$25,000 | Within 15 days after termination of the Franchise Agreement | Due if: (i) you elect to terminate your Franchise Agreement; or (ii) we terminate the Franchise Agreement based on your uncured default, in the first 3 years of operating your Onward Physical Therapy Business. |

Notes:

1. Royalty. All Royalties collected must comply with federal, state, and/or local government laws, rules or regulations. Your Royalties are based on your Gross Sales.
2. “Gross Sales” means all income or revenue of the Onward Physical Therapy Clinic, including the revenue generated from the sale of all products, and services offered at or from the Onward Physical Therapy Clinic, and all other income or revenue of every kind and nature related to, derived from, or originating from the Onward Physical Therapy Clinic, whether at retail or wholesale, including off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not) (“Sales”), and proceeds of any business interruption insurance policies, whether any of the products or services are sold for cash, check, or credit. For the purposes of revenue generated from Sales which are financed, either by you or a third party, where such financing leads to a delay in payment, Gross Revenue will be calculated based on revenue actually received by you or the third party, and Royalties will be calculated only when you receive either payment for Sales or payment from a third party. Royalties are calculated on the amount charged for Sales, not the amount remitted to you by any third party, if such amount is less than the amount of the Sales. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to patients, if the taxes are separately stated when the patient is charged and if the taxes are paid to the appropriate taxing

authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips and allowances you give in good faith to your patients. All barter or exchange transactions in which you furnish products or services in exchange for products or services provided to you by a vendor, supplier or patient will, for the purpose of determining Gross Sales, be valued at the full retail value of the products or services so provided to you.

3. **Fees.** All fees paid to us or our affiliates are uniform and not refundable. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. All fees are current as of the Issuance Date of this Franchise Disclosure Document. If a certain fee may increase over the term of the Franchise Agreement, we have noted it in the table above. Also, any fee expressed as a fixed dollar amount may be subject to adjustment based on changes to the CPI in the United States. We may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). In such event, we have the right to increase these fees by a maximum of 20% per year, calculated cumulatively over the term of the Franchise Agreement. Additionally, we may also increase fees by the amount of any increases in fees from third parties for the underlying products or services, as applicable, which will be added to the capped fee increase. We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year. If you enter into an Area Development Agreement to operate multiple Onward Physical Therapy Businesses, the fees indicated in the chart above are the fees charged and/or incurred for each Onward Physical Therapy Businesses.

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

Single Onward Physical Therapy Franchise

| Type of Expenditure | Amount | | Method of Payment | When Due | To Whom Payment is to be Paid |
|--|----------|----------|-------------------|---------------------------------------|-------------------------------|
| | Low | High | | | |
| Initial Franchise Fee ⁽¹⁾ | \$0 | \$0 | Lump Sum | When You Sign the Franchise Agreement | Us |
| Equipment | \$10,000 | \$25,000 | Lump Sum | Before Opening | Third Parties |
| Furniture, Fixtures, Equipment and Supplies ⁽²⁾ | \$1,000 | \$10,000 | As Incurred | As Incurred | Third Parties |
| Computer / POS System and Office Supplies and Equipment ⁽³⁾ | \$2,500 | \$5,000 | As Incurred | As Incurred | Third Parties |
| 3 Months' Lease Payments ⁽⁴⁾ | \$6,000 | \$15,000 | As Incurred | As Incurred | Landlord |

| Type of Expenditure | Amount | | Method of Payment | When Due | To Whom Payment is to be Paid |
|--|----------|-----------|-------------------|----------------|--|
| | Low | High | | | |
| Leasehold Improvements ⁽⁵⁾ | \$0 | \$25,000 | As Incurred | As Incurred | Landlord and Approved Contractors |
| Utility and Security Deposits ⁽⁶⁾ | \$0 | \$5,000 | As Incurred | Before Opening | Third Parties, including Utility Companies |
| Signage ⁽⁷⁾ | \$500 | \$5,000 | As Incurred | As Incurred | Third Parties |
| Licenses and Permits ⁽⁸⁾ | \$100 | \$500 | As Incurred | As Incurred | Appropriate State/Local Authorities or Third Party |
| Insurance ⁽⁹⁾ | \$100 | \$1,000 | As Incurred | As Incurred | Insurance Company |
| Professional Fees ⁽¹⁰⁾ | \$0 | \$1,000 | As Incurred | As Incurred | Your Attorneys, Advisors, CPAs and Other Professionals |
| Training ⁽¹¹⁾ | \$2,000 | \$10,000 | As Incurred | As Incurred | Providers of Travel, Lodging, and Food Services |
| Additional Funds – 3 Months ⁽¹²⁾ | \$3,000 | \$20,000 | As Incurred | As Incurred | Third Parties |
| TOTAL ESTIMATED INITIAL INVESTMENT ⁽¹³⁾ | \$25,200 | \$122,500 | | | |

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Onward Physical Therapy Franchise. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. See Item 5 for additional information.
2. Furniture, Fixtures, Equipment and Supplies. This estimate involves the furniture, fixtures, equipment and supplies you will need to open an Onward Physical Therapy Business. Some of these expenses will depend on Onward Physical Therapy Clinic size, shipping distances, supplier chosen and your credit history.

3. Computer / POS System and Office Supplies and Equipment. You are required to purchase a computer and POS system, which we currently estimate will cost between \$1,500 and \$3,500. You will also need to purchase appropriate office supplies and equipment for your Onward Physical Therapy Clinic. See Item 11 for additional information about the required hardware and software.
4. 3 Months' Lease Payments. This estimate covers three months of pre-opening rent. Your actual rent payments may vary depending upon your location and your market's retail lease rates. Onward Physical Therapy Businesses will typically be 1,000 to 2,000 square feet in size. Onward Physical Therapy Businesses are typically located in a professional office environment, including office buildings, business parks, and other commercial real estate locations, but may be located in certain standalone buildings. If you purchase instead of leasing the premises for your Onward Physical Therapy Clinic, then the purchase price, down payment, interest rates and other financing terms will determine your monthly mortgage payments.
5. Leasehold Improvements. This estimate does not include any construction allowances that may be offered by your landlord. This estimate includes setup expenses you will incur in building out your Onward Physical Therapy Clinic, including all costs required to set up the equipment. Building and construction costs will vary depending upon the condition and size of the premises for your Onward Physical Therapy Clinic and local construction costs.
6. Utility and Security Deposits. This estimate includes security deposits required by the landlord, cable and utility companies.
7. Signage. The type and size of the signage you install will be based upon the zoning and property use requirements and restrictions. There could be an occasion where certain signage is not permitted because of zoning or use restrictions.
8. Licenses and Permits. You may be required to obtain business licenses from the local government agencies to operate your Onward Physical Therapy Business.
9. Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. If you have had prior issues or claims from previous operations unrelated to the operation of an Onward Physical Therapy Business, your rates may be significantly higher than those estimated above.
10. Professional Fees. We recommend that you hire a lawyer, accountant or other professional to advise you on this Franchise offering and to assist you in setting up your Onward Physical Therapy Franchise. Additionally, we recommend you hire healthcare counsel to ensure your Onward Physical Therapy Franchise will comply with all applicable healthcare laws. Rates for professionals can vary significantly based on area and experience.
11. Training. We provide training at our training center in Charlotte, North Carolina or at another location designated by us. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all initial training program attendees. Initial training is provided at no charge for all franchisee owners, regardless of the number of owners.
12. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month start-up phase of your Onward Physical Therapy Franchise. They include payroll, administrative, maintenance, utilities, software license fees, including the Technology Fees, working capital and other items. These figures do not include Royalties or advertising fees payable under the Franchise Agreement or debt service and assume that

none of your expenses are offset by any sales generated during the start-up phase. For purposes of this disclosure, we estimated the start-up phase to be three months from the date your Onward Physical Therapy Franchise opens for business. These figures are estimates.

Our estimates are based on our experience, the experience of our affiliates, and our current requirements for Onward Physical Therapy Franchises. Your costs will depend on factors such as: how well you follow our methods and procedures; your management skills, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; the sales level reached during the start-up period; and the size of your Onward Physical Therapy Clinic.

13. This is an estimate of your initial start-up expenses for one Onward Physical Therapy Franchise.

Conversion Onward Physical Therapy Franchise

| Type of Expenditure | Amount | | Method of Payment | When Due | To Whom Payment is to be Paid |
|--|---------|----------|-------------------|---------------------------------------|--|
| | Low | High | | | |
| Initial Franchise Fee | \$0 | \$0 | Lump Sum | When You Sign the Franchise Agreement | Not Applicable |
| Furniture, Fixtures Equipment and Supplies ⁽¹⁾ | \$1,000 | \$5,000 | As Incurred | As Incurred | Third Parties |
| Computer / POS System and Office Supplies and Equipment ⁽²⁾ | \$0 | \$3,500 | As Incurred | As Incurred | Third Parties |
| 3 Months' Lease Payments ⁽³⁾ | \$6,000 | \$15,000 | As Incurred | As Incurred | Landlord |
| Leasehold Improvements ⁽⁴⁾ | \$0 | \$25,000 | As Incurred | As Incurred | Landlord and Approved Contractors |
| Utility and Security Deposits ⁽⁵⁾ | \$0 | \$500 | As Incurred | Before Opening | Third Parties, including Utility Companies |
| Signage | \$0 | \$5,000 | As Incurred | As Incurred | Third Parties |
| Licenses and Permits ⁽⁶⁾ | \$0 | \$500 | As Incurred | As Incurred | Appropriate State/Local Authorities or Third Party |
| Insurance ⁽⁷⁾ | \$0 | \$500 | As Incurred | As Incurred | Insurance Company |

| Type of Expenditure | Amount | | Method of Payment | When Due | To Whom Payment is to be Paid |
|--|----------|----------|-------------------|-------------|--|
| | Low | High | | | |
| Professional Fees ⁽⁸⁾ | \$0 | \$500 | As Incurred | As Incurred | Your Attorneys, Advisors, CPAs and Other Professionals |
| Training | \$2,000 | \$10,000 | As Incurred | As Incurred | Providers of Travel, Lodging, and Food Services |
| Additional Funds – 3 Months ⁽⁹⁾ | \$3,000 | \$20,000 | As Incurred | As Incurred | Third Parties |
| TOTAL ESTIMATED INITIAL INVESTMENT ⁽¹⁰⁾ | \$12,000 | \$85,500 | | | |

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Onward Physical Therapy Franchise as a Conversion Owner. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Furniture, Fixtures, Equipment and Supplies. This estimate involves the furniture, fixtures, equipment and supplies you will need to open an Onward Physical Therapy Franchise as a Conversion Owner. The low end of this estimate assumes your existing business will not require any additional furniture, fixtures, equipment or supplies. Some of these expenses will depend on Onward Physical Therapy Clinic size, shipping distances, supplier chosen and your credit history.
2. Computer / POS System and Office Supplies and Equipment. You are required to purchase a computer and POS system. You will also need to purchase appropriate office supplies and equipment for your Onward Physical Therapy Clinic. The low end of this estimate assumes your existing business will not require any additional computer hardware, software, office supplies or equipment. See Item 11 for additional information about the required hardware and software.
3. 3 Months' Lease Payments. As a Conversion Owner, this estimate assumes you already have a space where your Onward Physical Therapy Clinic will be located and will not incur any new lease payments as a result of opening the Onward Physical Therapy Clinic. You may incur additional lease expenses if you change the location or have to acquire additional space for your Onward Physical Therapy Clinic.
4. Leasehold Improvements. This estimate covers the cost to make necessary changes to your existing business premises to convert it to an Onward Physical Therapy Clinic, including costs

- required to set up the equipment. The low end of this estimate assumes you will not need to make any leasehold improvements to your existing business.
5. Utility and Security Deposits. As a Conversion Owner, this estimate assumes you already have all necessary utility and security deposits in place for your Onward Physical Therapy Clinic and will not have to pay any additional deposits. You may incur additional utility and security deposit expenses if you change the location or have to acquire additional space for your Onward Physical Therapy Clinic.
 6. Licenses and Permits. You may be required to obtain business licenses from the local government agencies to operate your Onward Physical Therapy Franchise. The low end of this estimate assumes you already have the licenses and permits needed to operate your Onward Physical Therapy Franchise as a Conversion Owner.
 7. Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. If you have had prior issues or claims from previous operations unrelated to the operation of an Onward Physical Therapy Franchise, your rates may be significantly higher than those estimated above. The low end of this estimate assumes you have sufficient insurance to operate as a Conversion Owner and that your insurance premiums do not become due within the first three months of operating your Onward Physical Therapy Franchise.
 8. Professional Fees. We recommend that you hire a lawyer, accountant or other professional to advise you on this Franchise offering and to assist you in setting up your Onward Physical Therapy Franchise. Additionally, we recommend you hire healthcare counsel to ensure your Onward Physical Therapy Franchise will comply with all applicable healthcare laws. Rates for professionals can vary significantly based on area and experience.
 9. Additional Funds. These amounts represent our estimate of the amount needed to cover your expenses for the initial three-month start-up phase of your Onward Physical Therapy Franchise as a Conversion Owner. They include payroll, administrative, maintenance, utilities, software license fees, including Technology Fees, working capital and other items. These figures do not include Royalties, or advertising fees payable under the Franchise Agreement or debt service and assume that none of your expenses are offset by any sales generated during the conversion phase. For purposes of this disclosure, we estimated the start-up phase to be three months from the date your Onward Physical Therapy Franchise opens for business. These figures are estimates. Our estimates are based on our experience, the experience of our affiliates, and our current requirements for Onward Physical Therapy Franchises.
 10. This is an estimate of your initial start-up expenses for one Onward Physical Therapy Franchise as a Conversion Owner.

Area Development Agreement

| Type of Expenditure | Amount | | Method of Payment | When Due | To Whom Payment is to be Made |
|--|-----------|-----------|-------------------|-----------------|-------------------------------|
| | Low | High | | | |
| Initial Investment for the First Onward Physical Therapy Franchise ⁽¹⁾ | \$25,200 | \$122,500 | Per Table Above | Per Table Above | Per Table Above |
| TOTAL ESTIMATED INITIAL INVESTMENT FOR UP TO TWO ONWARD PHYSICAL THERAPY FRANCHISES ⁽²⁾ | \$50,400 | \$245,000 | | | |
| TOTAL ESTIMATED INITIAL INVESTMENT FOR UP TO THREE ONWARD PHYSICAL THERAPY FRANCHISES ⁽²⁾ | \$75,600 | \$367,500 | | | |
| TOTAL ESTIMATED INITIAL INVESTMENT FOR UP TO FOUR ONWARD PHYSICAL THERAPY FRANCHISES ⁽²⁾ | \$100,800 | \$490,000 | | | |
| TOTAL ESTIMATED INITIAL INVESTMENT FOR UP TO FIVE ONWARD PHYSICAL THERAPY FRANCHISES ⁽²⁾ | \$126,000 | \$612,500 | | | |

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating multiple Onward Physical Therapy Franchises under an Area Development Agreement. We do not offer direct or indirect financing for these items. The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Area Development Franchise may be greater or less than the estimates given depending upon the locations of

your Onward Physical Therapy Franchises and current relevant market conditions. All expenses payable to the parties are non-refundable, except as you may otherwise arrange.

1. Initial Investment for First Onward Physical Therapy Franchise. These are the estimates to start your Onward Physical Therapy Franchise as described in the Standard Onward Physical Therapy Franchise chart above. Costs associated with starting additional Onward Physical Therapy Franchises are subject to factors that we cannot estimate or control, such as inflation, increased labor costs or increased materials costs and will depend on when the additional Onward Physical Therapy Franchises are opened.
2. If you purchase multiple franchised businesses under the Area Development Agreement, you will incur all of the costs listed above for each Onward Physical Therapy Franchise you open. This is only an estimate of your initial investment and is based on our estimate of domestic costs and market conditions prevailing as of the Issuance Date of this Franchise Disclosure Document.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Onward Physical Therapy Business according to our System and specifications. This includes purchasing or leasing all products, services, supplies, fixtures, equipment, inventory, computer hardware and software, and real estate related to establishing and operating the Onward Physical Therapy Business under our specifications, which may include purchasing these items from: (i) our designees; (ii) approved suppliers; and/or (iii) us or our affiliates. You must not deviate from these methods, standards and specifications without our prior written consent, or otherwise operate in any manner which reflects adversely on our Marks or the System.

Our confidential operations manual (“Franchise Operations Manual”) states our standards, specifications and guidelines for all products and services we require you to obtain in establishing and operating your Onward Physical Therapy Business and approved vendors for these products and services. We will notify you of new or modified standards, specifications and guidelines through periodic amendments or supplements to the Franchise Operations Manual or through other written communication (including electronic communication such as email or through a system-wide intranet).

We may list standards and specifications to follow for fixtures, furnishings, equipment, signs and supplies that conform to our brand standards in the Franchise Operations Manual or otherwise in writing.

We are not currently an approved supplier of any products or services provided to franchisees. We and our affiliates reserve the right to become approved suppliers in the future. None of our officers own an interest in any supplier.

You will need certain computer hardware and software, including the point-of-sale system if we designate one, to operate your Onward Physical Therapy Franchise. You must obtain the computer hardware, software licenses, maintenance and support services and other related services that meet our specifications, and if applicable, from suppliers we specify. You may need to enlist certain technology business solutions (at your expense) that will support your business, which may include phone systems, security systems, scheduling software, employee shift/task management software, inventory solutions and any other solutions, which we may specify from time to time in the Franchise Operations Manual.

You must obtain the insurance coverage required under the Franchise Agreement, as follows:

1. Comprehensive commercial general liability insurance in amounts of \$1,000,000 per occurrence, and \$3,000,000 aggregate, including for damages you create to rented premises in the amount of \$100,000 per occurrence, and products-completed/operations aggregate of \$3,000,000;
2. Professional liability coverage for you and/or all authorized physical therapists with limits of \$1,000,000 per occurrence, and \$3,000,000 aggregate or as required by state law, whichever is greater;
3. Personal and advertising injury liability insurance in the amount of \$1,000,000 per occurrence;
4. Any other insurance required by the state or locality in which the Onward Physical Therapy Franchise is located and operated, in such amounts as required by statute; and
5. Other insurance coverage or specifications, as we, your state or the landlord may reasonably require.

The insurance company must be authorized to do business in the state where your Onward Physical Therapy Franchise is located. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. All insurance policies must name us and any affiliates we designate as additional named insured parties. Your policy must provide that the insurer will not cancel or materially alter the policies without giving us at least 30 days' prior written notice.

If we have any designated and approved suppliers, we will list them in our Franchise Operations Manual. If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved, you will notify us and submit to us the information, specifications and samples we may request. We will use reasonable efforts to notify you within 10 days after receiving your notice and related information and materials if we need additional information or don't authorize you to purchase or lease the product or service from that supplier or provider. We apply the following general criteria in approving a proposed supplier: (1) quality of services; (2) production and delivery capability; (3) proximity to Onward Physical Therapy Franchises to ensure timely deliveries of the products or services; (4) the dependability of the supplier; and (5) other factors. The supplier may also be required to sign a supplier agreement with us. We may revoke our approval of a supplier, product or service that does not continue to meet our brand image. We do not provide material benefits to you based solely on your use of our designated or approved sources.

We estimate that approximately 50% to 75% of purchases required to open your Onward Physical Therapy Franchise will be from us or from other approved suppliers or under our specifications. We estimate that approximately 50% to 75% of purchases required to operate your Onward Physical Therapy Franchise will be from us or from other approved suppliers or under our specifications. We and our affiliates may receive rebates from some suppliers based on your purchase of products and services and we have no obligation to pass them on to our franchisees or use them in any particular manner. During our last fiscal year ended December 31, 2024, neither we nor our affiliates derived revenue or other material consideration as a result of franchisees' required purchases or leases.

We may negotiate purchase arrangements with suppliers and distributors for the benefit of our franchisees, and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you. We currently have agreements with suppliers of rubber flooring and an electronic medical records (EMR) system that may result in discounts on certain items you choose to purchase from them. We currently do not have any purchasing or distribution cooperatives.

**ITEM 9
FRANCHISEE’S OBLIGATIONS**

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

| Obligation | Section in Franchise Agreement (“FA”)/ Area Development Agreement (“ADA”) | Disclosure Document Item |
|--|--|---|
| a. Site selection and acquisition/lease | FA Section 7 ADA Section 6 | Items 7 and 11 |
| b. Pre-opening purchases/leases | FA Sections 7 and 19 | Items 7, 8 and 11 |
| c. Site development and other pre-opening requirements | FA Sections 7 and 19 ADA Section 7 | Items 7 and 11 |
| d. Initial and ongoing training | FA Section 8 | Items 6, 7 and 11 |
| e. Opening | FA Sections 7 and 12 ADA Section 7 | Items 6, 7, 9 and 11 |
| f. Fees | FA Sections 5, 6, 7, 8, 10, 12, 14, 16 and 20 ADA Section 3 | Items 5, 6 and 7 |
| g. Compliance with standards and policies/operating manual | FA Sections 9, 12 and 13 ADA Section 12 | Items 8, 11, 12, 14 and Exhibit H |
| h. Trademarks and proprietary information | FA Sections 9, 14 and 17 ADA Section 1 | Items 13 and 14 |
| i. Restrictions on products/services offered | FA Section 13 | Items 8 and 16 |
| j. Warranty and customer service requirements | FA Section 13 | Items 1 and 11 |
| k. Territorial development and sales quotas | FA Section 4 ADA Section 5 | Items 1, 11 and 12 |
| l. Ongoing product/service purchases | FA Section 13 | Items 8 and 16 |
| m. Maintenance, appearance and remodeling requirements | FA Section 13 | Items 7, 8 and 11 |
| n. Insurance | FA Section 19 | Items 6, 7 and 8 |
| o. Advertising | FA Section 12 | Items 11, 13 and 14 |
| p. Indemnification | FA Section 22 ADA Section 13 | Not Applicable |
| q. Owner’s participation/management and staffing | FA Section 10 ADA Section 12 | Items 11, 15 and 17 |
| r. Records and reports | FA Section 20 | Item 11 |
| s. Inspections and audits | FA Section 21 | Items 6 and 11 |
| t. Transfer | FA Sections 15 and 16 ADA Section 9 | Item 17 |
| u. Renewal | FA Section 5 | Item 17 |
| v. Post-termination obligations | FA Sections 18 and 26 ADA Section 8 | Item 17 |
| w. Non-competition covenants | FA Section 18 ADA Section 2 | Item 17 and Exhibit H-2 |
| x. Dispute resolution | FA Section 28 ADA Section 17 | Item 17 |

ITEM 10 FINANCING

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

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

Except as listed below, OPT is not obligated to provide you with any assistance.

Pre-opening Obligations

Before you open your Onward Physical Therapy Franchise, we (or our designee) will provide the following assistance and services to you:

1. Provide an initial training program (See Franchise Agreement - Section 5.1). We will not be responsible for providing business or operations training to your employees or independent contractors. We may provide limited training on the System and brand standards to your key employees or independent contractors, such as optional recorded trainings. You will be primarily responsible for hiring, training, directing, scheduling and supervising your employees and independent contractors in the day-to-day operations of the Onward Physical Therapy Franchise.

2. Loan you one copy of, or allow you digital access to, the Franchise Operations Manual. If printed, the Franchise Operations Manual contains approximately 36 pages. The table of contents for the Franchise Operations Manual is attached to this Franchise Disclosure Document as Exhibit F (See Franchise Agreement - Section 6.1). All mandatory provisions in the Franchise Operations Manual are binding on you, subject to the Professional Judgment exercised by the authorized physical therapist(s).

3. Once you have an approved premises for your Onward Physical Therapy Clinic, we will designate a territory. If you sign an Area Development Agreement, we will designate the Development Territory before you sign the Area Development Agreement.

4. Provide you with advice in identifying a suitable location for your Onward Physical Therapy Clinic if you request assistance (See Franchise Agreement - Section 7). We do not require that you use a specific vendor in locating the site for your Onward Physical Therapy Clinic but can introduce you to our preferred vendor if you require assistance. We must approve the site before you sign the lease. If you are a Conversion Owner, we must approve of your current site, and lease, if applicable, for the Onward Physical Therapy Clinic prior to signing the Franchise Agreement.

In evaluating the proposed premises, we consider such factors as general location and neighborhood, traffic patterns, parking, size, lease terms, income per capita, existence of competitors, and other physical characteristics, which may include us conducting on site or video inspections of the site. Before leasing or purchasing the site for your Onward Physical Therapy Clinic, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. We will have two weeks after we receive the information and materials to evaluate the proposed site. If we disapprove of the proposed site, you must select another site, subject to our consent. You must purchase or lease the site for your Onward Physical Therapy Clinic within nine months after signing the Franchise Agreement. We generally do not own the premises for the Onward Physical Therapy Clinic and lease it to you. If you do not locate a site that is acceptable to us within nine months of signing the Franchise Agreement, we may extend the deadline, require you to engage the services of a professional real estate broker of our choosing, or terminate the Franchise Agreement.

5. Review your lease agreement for the premises of your Onward Physical Therapy Clinic to ensure that its terms contain our required provisions and otherwise meet our minimum standards (See Franchise Agreement - Section 7.2).

6. We will provide a copy of our basic specifications for the design and layout for the premises of the Onward Physical Therapy Clinic. You are responsible for the costs of preparing architectural, engineering and construction drawings and site plans, which you must submit to us for our review and approval before you begin construction of the premises for your Onward Physical Therapy Clinic. You are responsible for the costs of construction and remodeling. We do not assist you in conforming the premises to local ordinance and building codes nor do we assist you in obtaining any required permits. We do not assist you in remodeling or decorating your Onward Physical Therapy Clinic (Franchise Agreement - Section 7.3.).

7. We will provide you with a written list of furniture, fixtures, equipment, products and services (or specifications for such items) we recommend for the development and operation of your Onward Physical Therapy Franchise and a list of any designated or approved suppliers for such items. You are responsible for the costs and expense of delivery and installation of all equipment, furniture, fixtures, equipment, signs or other supplies (See Franchise Agreement – Section 9.1).

We do not provide the above services to renewal franchisees and may not provide all of the above services to franchisees that purchase an additional or existing Onward Physical Therapy Franchise, or who are operating as a Conversion Owner.

Continuing Obligations

During the operation of your Onward Physical Therapy Franchise, we (or our designee) will provide the following assistance and services to you:

1. Inform you of mandatory standards, specifications and procedures for the operation of your Onward Physical Therapy Franchise (See Franchise Agreement - Sections 4.2, 7.3, 12.2, 12.6, 12.7, 12.8 and 17.1).

2. Upon reasonable request, provide advice regarding your Onward Physical Therapy Franchise's operation based on reports or inspections. Advice will be given during our regular business hours and through written materials, electronic media, telephone or other methods in our discretion (See Franchise Agreement - Section 6.3).

3. Provide additional training to you for newly hired personnel on the Onward Physical Therapy brand and System guidelines, refresher training courses and additional training or assistance that you request or we determine, in our discretion, you need (See Franchise Agreement - Section 5).

4. Allow you to continue to use confidential materials, including the Franchise Operations Manual and the Marks (See Franchise Agreement - Sections 6.1, 12.1, 12.2, 14.2 and 17).

Schedule for Opening

The typical length of time between signing the Franchise Agreement or the payment of any fees and the opening of your Onward Physical Therapy Franchise can range from three to twelve months. Some factors which may affect this timing are your ability to acquire a location through lease or purchase negotiations; your ability to secure any necessary financing; your ability to comply with local zoning and other ordinances; your ability to obtain any necessary permits and certifications; the timing of the delivery

of equipment, tools and inventory; and the time to convert, renovate or build out the premises for your Onward Physical Therapy Franchise. These lengths of time may be shorter if you are a Conversion Owner.

You must open your Onward Physical Therapy Franchise to the public within 12 months of signing the Franchise Agreement. If you do not open your Onward Physical Therapy Franchise within 12 months of signing, we may extend the deadline if, in our opinion, you are making reasonable and diligent efforts to open, or terminate the Franchise Agreement.

If you are an Area Developer, you must sign the Initial Franchise Agreement at the same time you sign the Area Development Agreement. The typical length of time between the signing of the Franchise Agreement and the opening of your first Onward Physical Therapy Franchise under an Area Development Agreement is the same as for a single Onward Physical Therapy Franchise. Each additional Onward Physical Therapy Franchise you develop must be opened according to the terms of your Development Schedule. The determination of the territory and the site selection and acceptance process for each Onward Physical Therapy Clinic under an Area Development Agreement is the same as that for a single Onward Physical Therapy Clinic and will be governed by the Franchise Agreement signed for that location.

Optional Assistance

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

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques.
2. Provide you with marketing materials for your Onward Physical Therapy Franchise, which may include videos for television advertisements, audio for radio advertisements, brochures, hand-outs and mailers. These materials will generally be provided as templates. You may be required to modify such materials for your local market. Upon request, we may provide modifications services to these materials. There may be a fee charged for any modification. You may but are not required to use the marketing materials we provide. We will provide the materials at no charge, but you are responsible for any printing, airing or other costs associated with using the advertising materials. You are responsible for ensuring any advertisements made on behalf of your Onward Physical Therapy Franchise comply with the applicable advertising laws of your state.
3. Make periodic visits to the Onward Physical Therapy Clinic for the purpose of assisting in all aspects of the operation and management of the Onward Physical Therapy Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Onward Physical Therapy Franchise, and detailing any problems in the operations which become evident as a result of any visit.
4. Hold periodic national or regional conferences to discuss business and operational issues affecting Onward Physical Therapy franchisees.
5. Reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions as allowed by law.

Advertising

We do not require you to participate in an advertising fund.

Local Advertising

We do not require you to conduct a minimum amount of local advertising for your Onward Physical Therapy Business. If you wish to advertise online, you must follow our online policy contained in our Franchise Operations Manual. We may make marketing materials available from us or other suppliers. Use of logos, Marks and other name identification materials must follow our approved brand and advertising standards. We may require you to discontinue using any advertising materials that do not comply, in which case you must immediately cease using such materials upon receiving notice from us. We do not require franchisees to participate in any advertising cooperatives.

System Website

We have established a website for Onward Physical Therapy Franchises (“System Website”). We intend that any franchisee website will be accessed only through our System Website. We may update and modify the System Website from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the System Website. We may modify, update or add to the System Website at any time. We are only required to reference your Onward Physical Therapy Franchise on the System Website while you are in full compliance with your Franchise Agreement and all System standards.

Advisory Council

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

Computer System

You are required to purchase a computer system (“Computer System”) that consists of the following hardware and software: (a) a Windows or Apple computer; and (b) an EMR system (we currently recommend Jane), Google Workspace, MailChimp, Open Phone or Google Voice and Slack. We currently estimate the cost of purchasing the Computer System will be between \$1,500 to \$3,500. You must use the approved online billing and appointment software that we require in the Franchise Operations Manual. The Computer System will manage the daily workflow of the Onward Physical Therapy Franchise, manage patient records, maintain patient appointment calendars, monitor collections, aggregate sales data, and collect other information. You must record all Gross Sales on the Computer System. You must store all data and information in the Computer System that we designate, and report data and information in the manner we specify. The Computer System will generate reports on the Gross Sales of your Onward Physical Therapy Franchise. You must also maintain a high-speed internet connection at the premises of the Onward Physical Therapy Franchise. You must accept all credit cards and debit cards that we designate.

We are not required to provide you with any ongoing maintenance, repairs, upgrades, updates or support for the Computer System (Franchise Agreement - Section 12.6). You must arrange for installation, maintenance and support of the Computer System at your cost. There are no limitations in the Franchise

Agreement regarding the costs of such required support, maintenance, repairs or upgrades relating to the Computer System.

The cost of maintaining, updating, or upgrading the Computer System or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances. We estimate the annual cost will be approximately \$0 to \$500, but this could vary (as discussed above). We may revise our specifications for the Computer System periodically.

You must pay technology business solutions fees to approved suppliers for certain business solutions that will support your business efficiencies, which may include phone systems, security systems, scheduling software, employee shift/task management software, music subscription, inventory solutions and any other solutions we may require from time to time in the Franchise Operations Manual for your Onward Physical Therapy Franchise. We reserve the right to upgrade, modify and add new systems and software, which may result in additional initial and ongoing expenses that you will be responsible for. You will be responsible for any increase in fees that result from any upgrades, modifications or additional systems or software and for any increase in fees from third-party providers.

We (or our designee) have the right to independently access the electronic information and data relating to your Onward Physical Therapy Franchise and to collect and use your electronic information and data in any manner, including to promote the System and the sale of Onward Physical Therapy Franchises. This may include posting financial information of each franchisee on an intranet website. Subject to applicable privacy laws, such as HIPAA, there is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Computer System remotely, in your Onward Physical Therapy Clinic or from other locations.

Training

Initial Training

All franchisee owners will complete the initial training to our reasonable satisfaction, as determined by the specific program instructors, before you open your Onward Physical Therapy Franchise. You or your Responsible Owner is responsible for training future employees after you open your Onward Physical Therapy Franchise. Initial training classes are held whenever necessary to train new franchisees. You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program. You are responsible for all your expenses to attend any training program, including lodging, transportation, food and similar expenses. We plan to provide the training listed in the table below.

TRAINING PROGRAM

| INITIAL TRAINING PROGRAM | | | |
|---------------------------------|------------------------------------|-------------------------------------|-----------------|
| Subject | Hours of Classroom Training | Hours of On-The-Job Training | Location |
| Account Creations | 20 | 0 | Virtual |
| Digital Build Out | 10 | 0 | Virtual |
| Clinic Build Out | 5 | 0 | Virtual |
| Sales Training | 20 | 0 | Virtual |
| Marketing Training | 10 | 0 | Virtual |
| SOP Implementation | 10 | 0 | Virtual |
| TOTAL TRAINING HOURS | 75 | 0 | |

Notes:

1. We reserve the right to vary the length and content of the initial training program based upon the experience and skill level of the individual attending the initial training program. Though we intend to conduct training online, we reserve the right to move all or some training to in-person sessions. We will use the Franchise Operations Manual as the primary instruction materials during the initial training program.
2. Jordan Berry currently oversees our training program. Jordan is one of our founders and our Chief Operations Officer, as well as the Chief Operations Officer of our affiliate. Jordan is the Co-owner of Onward Charlotte and is senior faculty at the Institute of Clinical Excellence. He has more than five years of clinical experience. We reserve the right to appoint and substitute other individuals to assist in providing training, but all of our training personnel will have at least one year of experience in the subject matters that they teach.

Clinical Training

In addition to the initial training program, all franchisee owners at the Onward Physical Therapy Clinic, must have completed specific clinical training (“Clinical Training”). This Clinical Training is not conducted by us and is not included in the initial training program. The minimum Clinical Training is successful completion of one program through the Institute of Clinical Excellence. We may waive this requirements for franchisee owners, on a case-by-case basis, upon demonstration of either recent training or significant and recent professional experience administering the Onward Physical Therapy Clinic services such that, in our sole discretion, we deem such training or experience as warranting a waiver to the Clinical Training requirements. Clinical Training requirements (or a waiver) will be satisfied prior to your Onward Physical Therapy Business opening for business.

Ongoing Training

From time to time, we may offer system-wide refresher or additional training courses. If you appoint a new Responsible Owner or transfer ownership, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Onward Physical Therapy Franchise. You may also request that we provide additional training (either at corporate headquarters or at your Onward Physical Therapy Clinic). You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all of your training program attendees. If we determine that you are not operating your Onward Physical Therapy Franchise in compliance with the Franchise Agreement or the Franchise Operations Manual, we may require that your Responsible Owner attend remedial training.

ITEM 12 TERRITORY

Franchise Agreement

You will receive an exclusive territory (“Territory”), which will typically contain a population of at least 50,000 people, which means that during the term of the Franchise Agreement, we will not establish or franchise others to establish another Onward Physical Therapy Business within your Territory, except as described below. You may operate your Onward Physical Therapy Business only at the approved location. The approved location for your Onward Physical Therapy Clinic will be listed in the Franchise Agreement. If you have not identified a location for your Onward Physical Therapy Clinic when you sign the Franchise Agreement, as is typically the case, you and we will agree on the approved location in writing and amend

the Franchise Agreement after you select the location within the designated territory. You are not guaranteed any specific approved location, and you may not be able to obtain your top choice as your approved location. You may not conduct your Onward Physical Therapy Business from any other location.

The Territory is determined based on the geographic area and population within that area and other relevant demographic characteristics. The population statistics used in determining your Territory will be based on numbers derived from the current U.S. Census report and supplemented with other information available and other population statistical sources of our choosing to determine populations. In certain densely populated metropolitan areas, the size of the territory may be small if it has a high population density, while franchisees operating in less densely populated urban areas may have significantly larger areas.

Together the factors listed above will determine whether you are granted a “Type 1 Franchise” or a “Type 2 Franchise.” Generally, Type 1 Franchises are located in more rural or suburban areas where overall population and population density are typically 200,000 people or less in the target city or within a 30-minute drive of city center. If you are a Type 1 Franchise, your Territory will typically be the city limits where your Onward Physical Therapy Clinic is located.

Type 2 Franchises are typically located in more urban or population-dense areas where overall population and population density are typically more than 200,000 people or more than a 30-minute drive of city center. If you are a Type 2 Franchise, your Territory will be based on our three-level territory structure described in the table below. Type 2 Franchises will receive a Level 1 Territory and a Level 2 Territory, and in certain instances, a Level 3 Territory. There are numerous factors that will be used to determine if a Type 2 Franchisee receives a Level 3 Territory, such as the location of your personal residence, population density, and traffic patterns and infrastructure.

| TERRITORY LEVELS |
|---|
| “ <u>Level 1 Territory</u> ”: a five-mile radius around the Onward Physical Therapy Clinic location. Not subject to the Performance Benchmarks (defined below). |
| “ <u>Level 2 Territory</u> ”: a larger geographic area around the radius of the Level 1 Territory. Also includes the Level 1 Territory. Subject to Performance Benchmarks. Not based on radius. |
| “ <u>Level 3 Territory</u> ”: a larger geographic area around the Level 2 Territory. Includes the Level 1 and Level 2 Territory. Subject to Performance Benchmarks. Not based on radius. |

Level 2 and Level 3 Territories and their exclusivity will remain in place as long as you meet the “Performance Benchmarks” outlined in the table below. This means that if you are a Type 2 Franchise and you fail to meet the Level 2 and, if applicable, Level 3 Territory Performance Benchmarks, you will lose those respective territorial rights, but you will always retain the Level 1 Territory rights.

PERFORMANCE BENCHMARKS BY TERRITORY LEVEL

“Level 2 Territory Performance Benchmarks”: (i) you have at least 500 but less than 750 Patient Visits (defined below) at the Onward Physical Therapy Business in the second year of operations; (ii) you have at least 1,200 Patient Visits at the Onward Physical Therapy Business in the third year of operations; and (d) you have at least 2,000 Patient Visits at the Onward Physical Therapy Business for each subsequent year for the remainder of the term of your Franchise Agreement, including any renewals. If you do not meet the Level 2 Territory Performance Benchmarks, your Territory will be reverted to your Level 1 Territory, and we will amend the Franchise Agreement to specify the reduced and modified Territory. You will then no longer be subject to the Level 2 Territory Performance Benchmarks, and we may establish or franchise others to establish another Onward Physical Therapy Business within the Level 2 Territory. Your Level 1 Territory will remain exclusive.

“Level 3 Territory Performance Benchmarks”: (i) you have 750 or more Patient Visits at the Onward Physical Therapy Business in the second year of operations; (ii) you have at least 1,200 Patient Visits at the Onward Physical Therapy Business in the third year of operations; and (d) you have at least 2,000 Patient Visits at the Onward Physical Therapy Business for each subsequent year for the remainder of the term of your Franchise Agreement, including any renewals. If you do not meet the Level 3 Territory Performance Benchmarks, your Territory will be reverted to a Level 2 Territory (or Level 1 if Level 2 Territory Performance Benchmarks are also not met), and we will amend the Franchise Agreement to specify the reduced and modified Territory. You will no longer be subject to the Level 3 Territory Performance Benchmarks (and Level 2 Benchmarks, if your Territory is reverted to a Level 1 Territory), and we may establish or franchise others to establish another Onward Physical Therapy Business within the Level 3 Territory (and Level 2 Territory if your Territory is reverted to a Level 1 Territory). If you maintain your Level 2 Territory, it will remain exclusive. Your Level 1 Territory will remain exclusive.

“Patient Visits” means any patient that pays for physical therapy services from you at one or more Onward Physical Therapy Clinic in any continuous 12 month period.

You may not directly market to or solicit customers whose principal residence is outside of your Territory. You may service clients that work or reside in another franchisee’s territory, provided you do so only from your approved location or in an area that is not part of another franchisee’s territory. You must follow our extra-territorial policies and procedures in our Franchise Operations Manual, which may change over the term of the Franchise Agreement and may prevent you from providing services outside of your Territory. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. If you renew your Franchise, your Territory may be modified depending on the then-current demographics of the Territory, and on our then-current standards for territories.

We retain all territory rights (for ourselves and our affiliates) not expressly granted to you. We may use the Marks or the System to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Territory. We and our affiliates have the right to operate, and to license others to operate, Onward Physical Therapy Franchises at any location outside the Territory, even if doing so will or might affect your operation of your Onward Physical Therapy Franchise. You are not granted any rights to use alternative channels of distribution, such as wholesale, internet or mail order sales and may not independently market on the internet or conduct e-commerce unless we have expressly allowed you to do so under our online policy in the Franchise Operations Manual.

We may use trademarks other than the Marks to sell any products or services similar to those which you will sell within or outside of the Territory. We may purchase, be purchased by, merge or otherwise acquire competitive businesses within and outside the Territory. If such a situation occurs, the newly acquired businesses may not operate under the Marks in the Territory but may operate under the System. We may implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We have the right to issue mandatory policies to coordinate such multi-area marketing programs. Although we reserve the rights described, neither we nor any affiliate, operates, franchises or has plans to operate or franchise a business under a different trademark that sells or will sell goods or services similar to those offered by you or our other Franchises.

We will not be required to pay any compensation for soliciting or accepting orders inside your Territory, or for exercising any of our other rights within your Territory.

You must notify us if you plan to relocate your Onward Physical Therapy Business and obtain our prior written approval of the new Territory, if applicable.

You do not receive the right to acquire additional Onward Physical Therapy Franchises unless you purchase the right in your Area Development Agreement. You are not given a right of first refusal on the sale of existing Onward Physical Therapy Franchises.

If you wish to purchase an additional Onward Physical Therapy Franchise, you must apply to us, and we may, at our discretion, offer an additional Onward Physical Therapy Franchise to you. We consider a variety of factors when determining whether to grant additional Onward Physical Therapy Franchises to existing franchisees. Among the factors we consider, in addition to the then-current requirements for new Onward Physical Therapy franchisees, are whether or not the franchisee is in compliance with the requirements under their current Franchise Agreement, and the overall performance of your Onward Physical Therapy Franchise.

Area Development Agreement

You are assigned a Development Territory in the Area Development Agreement. You must develop a designated number of Onward Physical Therapy Franchises in the Development Territory. The size of the Development Territory will depend on the number of Onward Physical Therapy Franchises to be developed, the demographics of the territory, the population and other factors, including whether you will develop Type 1 or Type 2 Franchises or a combination. The size of the Development Territory may be a single or multi-city area, single county area or some other area, and will be described in Attachment A of your Area Development Agreement. We will determine the Development Territory before you sign the Area Development Agreement based on various market and economic factors. In certain densely populated metropolitan areas, a Development Territory may be small if it has a high population density, while Development Territories in less densely populated urban areas may have significantly larger areas. The determination of the territory and the site selection and acceptance process for each Onward Physical Therapy Clinic under an Area Development Agreement is the same as that for a single Onward Physical Therapy Clinic and will be governed by the Franchise Agreement signed for that location.

The Development Territory will be an exclusive territory for the development of Onward Physical Therapy Franchises during the term of the Area Development Agreement so long as you are in compliance with the Area Development Agreement and each other agreement with us. This exclusivity grants you the exclusive rights to open a certain number of Franchises in the Development Territory. The rights granted under the Area Development Agreement relate only to the development of the Onward Physical Therapy Franchises identified in the Area Development Agreement. So long as you are in compliance with the Area Development Agreement, we will not establish or franchise others to establish another Onward Physical Therapy Franchise within your Development Territory during the term of the Area Development Agreement.

We may conduct any other type of activities within your Development Territory that we are permitted to conduct under the Franchise Agreement. The Development Territory will terminate upon the earlier of completion of the Development Schedule or the termination of the Area Development Agreement, provided however that if you are at all times in full compliance with the Development Schedule and Area Development Agreement, the Development Territory and associated territorial protections you receive in the Area Development Agreement will not expire any earlier than the end of the initial term of the first franchise agreement signed under the Area Development Agreement. After the termination or expiration of

the Area Development Agreement, the only territorial protections that you will receive upon termination will be those under each individual franchise agreement.

Your failure to adhere to the Development Schedule will constitute a material event of default under the Area Development Agreement and we may: (i) terminate the Area Development Agreement; (ii) reduce the area of the Development Territory; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

Area Developers must own at least a 51% equity interest in the franchisee for each Onward Physical Therapy Franchise developed under the Area Development Agreement.

ITEM 13 TRADEMARKS

The Marks and the System are owned by us. No agreement significantly limits our right to use or license the Marks in any manner material to the in any manner material to the Onward Physical Therapy Franchise. You may also use other future trademarks, service marks, and logos we approve to identify your Onward Physical Therapy Franchise. We have registrations with the United States Patent and Trademark Office (“USPTO”) for the following Marks:

| Mark | Registration No. | Registration Date | Register |
|--|------------------|-------------------|-----------|
| ONWARD | 5,949,742 | December 31, 2019 | Principal |
|  | 7,751,726 | April 8, 2025 | Principal |
| RESTORE & PERFORM | 7,745,067 | April 1, 2025 | Principal |
| HURT LESS, GET HURT LESS | 7,745,066 | April 1, 2025 | Principal |

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board or the trademark administrator of any state, or any court, and no pending infringement, opposition or cancellation proceedings or material litigation involving the Marks. All required affidavits and renewals have been filed.

We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks. You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement and with a conspicuous sign in the premises of your Onward Physical Therapy Clinic that you are an independently owned and operated licensed franchisee of Onward Physical Therapy. You may not use the Marks in the sale of unauthorized products or services or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale or other disposition of the Onward Physical Therapy Franchise, or any interest in the Onward Physical Therapy Franchise. All rights and goodwill from the use of the Marks accrue to us.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. You must notify us within three business days if you learn that any party is using the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you.

If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within 30 days after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must not directly or indirectly contest our right to the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information in the Franchise Operations Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the ingredients and formula of our products and methods of our services, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Franchise Operations Manual, our advertising materials, the content and format of our products or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for the operation of your Onward Physical Therapy Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

Our Franchise Operations Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of Onward Physical Therapy Franchises, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of Onward Physical Therapy Franchises and other related materials are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement and the Franchise Operations Manual. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Onward Physical Therapy Franchise during training and in

guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Onward Physical Therapy Franchises during the term of the Franchise Agreement.

You must notify us promptly after you learn about another's use of language, a visual image or a recording of any kind that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets. No patents or patents pending are material to us at this time.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require that you directly operate your Onward Physical Therapy Franchise. You must also appoint an individual who will be principally responsible for communicating with us about the Onward Physical Therapy Franchise (“Responsible Owner”). The Responsible Owner must have the authority and responsibility for the day-to-day operations of your Onward Physical Therapy Franchise. If you are an individual, you are the Responsible Owner. If you are a legal entity, you must appoint an individual that has at least a 25% equity interest in the legal entity to be the Responsible Owner. Your Responsible Owner must successfully complete our training program (See Item 11). If you replace your Responsible Owner, the new Responsible Owner must satisfactorily complete our training program.

If you are a legal entity, each direct and indirect owner (i.e., each person holding a direct or indirect ownership interest in you) must sign a Franchise Owners Agreement, which is attached to the Franchise Agreement as Attachment C. Any manager or other key personnel must sign the “System Protection Agreement,” the form of which is attached to this Franchise Disclosure Document in Exhibit H (unless they already signed a Franchise Owners Agreement). All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a confidentiality agreement (unless they already signed a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in Exhibit H.

You must make sure that the Onward Physical Therapy Clinic is adequately staffed and open and operating to meet the needs of the Onward Physical Therapy Franchise.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Onward Physical Therapy Health Care Business model, including without limitation all approved Clinic products and services, has been developed in reliance on extensive input, review, and approval with attention to product and service quality and safety consistent with clinical standards. You must endorse and provide the approved Clinic products and services at the Onward Physical Therapy Clinic, so that the Onward Physical Therapy Business at all times offers and sells approved Clinic products and services only in a manner consistent with our brand standards. Similarly, you must not offer for sale or sell at or from the Onward Physical Therapy Clinic any services or products we have not approved, and you must offer and sell only those services and products that we have approved, and that you cooperate in discontinuing the selling and offering for sale any services or products that we disapprove. You will discontinue selling and offering for sale any services or products that we, at any time, decide in our sole discretion, to disapprove in writing. You will retain clinical autonomy and, at no time, will we or our affiliates attempt to or actually control, manage or otherwise dictate any physical therapy services to be performed to any patients or otherwise attempt to control the therapist-patient relationship or therapeutic services. Onward Physical Therapy Franchisees are currently limited to providing physical therapy. Specific authorized treatments may vary based on state law and professional licensure requirements and restrictions.

During the term of the Franchise Agreement for an Onward Physical Therapy Business:

1. The Onward Physical Therapy Business must provide all approved services;
3. The Onward Physical Therapy Business must offer and sell approved services and products, as permitted in accordance with state and federal health laws and regulations, only in the manner we have prescribed, and you will offer and sell only those services and products that we have approved;
4. The Onward Physical Therapy Business must offer and sell only those products and merchandise we previously authorized, only in accordance with the requirements of the Franchise Agreement and the procedures set forth in the Franchise Operations Manual; and
5. The Onward Physical Therapy Business must discontinue selling and offering for sale any services or products that we at any time decide to disapprove in writing. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions as allowed by law.

You, may establish an account or participate in social networking sites or blogs, subject to our online policy. Our online policy may completely prohibit you and any authorized physical therapist from any use of the Marks in social networking sites or other online use. Neither you, nor any authorized physical therapist may sell products through other channels of distribution such as wholesale, internet or mail order sales. Otherwise, we place no restrictions upon your or your authorized physical therapist's ability to serve customers, provided you do so from your Onward Physical Therapy Clinic in accordance with our policies.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

| Provision | Section in Franchise Agreement | Summary |
|---|--------------------------------|---|
| a. Length of the franchise term | Section 5.1 | Ten years. |
| b. Renewal or extension | Section 5.1 | If you are in good standing and you meet other requirements, you may add additional successor terms of five years each. |
| c. Requirements for franchisee to renew or extend | Section 5.2 | The term “renewal” refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. Your successor franchise rights permit you to remain as a Franchise after the initial term of your Franchise Agreement expires if you are in good standing and you meet other requirements. You must notify us in writing of your desire to enter into a successor franchise agreement not less than 60 days nor more than 180 days before the expiration of the term. You must sign our then-current Franchise Agreement and ancillary documents for the successor term, and this new franchise agreement may have materially different terms and conditions (including, e.g., higher royalty and advertising contributions) from the Franchise Agreement that covered your original term. The number and length of renewal terms in your original Franchise Agreement will supersede the number and length of renewal terms in any successor Franchise Agreement. |
| d. Termination by franchisee | Section 23 | You may terminate the Franchise Agreement if you are in compliance with it, and we are in material breach, and we fail to cure that breach within 30 days of receiving written notice. You may terminate under any grounds permitted by law. |
| e. Termination by franchisor without cause | Not Applicable | Not applicable. |

| Provision | Section in Franchise Agreement | Summary |
|---|--------------------------------|--|
| f. Termination by franchisor with cause | Section 24.2 | We can terminate upon certain violations of the Franchise Agreement by you. We can also terminate if you default under another franchise agreement or any other agreement with us or our affiliate (except we may not terminate the Franchise Agreement due to the termination of any Area Development Agreement you have with us due to your failure to meet the Development Schedule). |
| g. "Cause" defined - curable defaults | Section 24.3 | You have 30 days to cure defaults listed in Section 24.3. |
| h. "Cause" defined - non-curable defaults | Section 24.2 | Non-curable defaults: the defaults listed in Section 24.2 of the Franchise Agreement. We can also terminate if you default under another franchise agreement or any other agreement with us or an affiliate (except we may not terminate your Franchise Agreement due to the termination of any Area Development Agreement you have with us due to your failure to meet the Development Schedule). |
| i. Franchisee's obligations on termination/non-renewal | Sections 5.3, 18.3, 25 and 26 | Obligations include complete de-identification, payment of amounts due and return or destruction of confidential Franchise Operations Manual, all Confidential Information, Trade Secrets and records. |
| j. Assignment of contract by franchisor | Section 15 | No restriction on our right to assign. |
| k. "Transfer" by franchisee – defined | Section 16.1 | Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest or change of ownership in the Franchise Agreement, the Franchise or interest in the Franchise. |
| l. Franchisor approval of transfer by franchisee | Section 16.1 | We have the right to approve all transfers, We will not unreasonably withhold approval of any transfer. |
| m. Conditions for franchisor approval of transfer | Section 16.3 | If you are in good standing and meet other requirements listed in Section 16.3, we may approve your transfer to a new owner. |
| n. Franchisor's right of first refusal to acquire franchisee's business | Section 16.2 | We have 30 days to match any offer for your business. |
| o. Franchisor's option to purchase franchisee's business | Section 27 | We may, but are not required to, purchase your Franchise, inventory or equipment at fair market value if your Franchise is terminated for any reason. |

| Provision | Section in Franchise Agreement | Summary |
|--|--------------------------------|---|
| p. Death or disability of franchisee | Section 16.5 | The Franchise Agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Franchise Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability. |
| q. Non-competition covenants during the term of the franchise | Section 18.2 | You may not participate in a diverting business, have owning interest of more than 5%, inducing any customer to transfer their business to you or perform services for a competitive business anywhere. You may not interfere with our or our other franchisees' Onward Physical Therapy Franchises. |
| r. Non-competition covenants after the franchise are terminated or expires | Section 18.3 | Owners may not have an interest in, own, manage, operate, finance, control or participate in any competitive business within (i) a 10-mile radius of the Onward Physical Therapy Business; and (ii) a 10-mile radius from all other Onward Physical Therapy Businesses that are operating or under construction as of the date of the termination, expiration or Transfer of this Franchise Agreement, for one year. If you or your Responsible Owner engages in any activities prohibited by the Franchise Agreement during the restricted period, then the restricted period applicable to you or the non-compliant Responsible Owner shall be extended by the period of time during which you or the non-compliant Responsible Owner, as applicable, engaged in the prohibited activities. |
| s. Modification of agreement | Sections 9.1 and 30.9 | No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Franchise Operations Manual is subject to change at any time in our discretion. Modifications are permitted on renewal. |
| t. Integration/merger clause | Section 29.9 | Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in this Franchise Disclosure Document. |

| Provision | Section in Franchise Agreement | Summary |
|---|--------------------------------|--|
| u. Dispute resolution by arbitration or mediation | Section 28 | All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Charlotte, North Carolina), subject to applicable state law. |
| v. Choice of forum | Section 28.4 | All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Charlotte, North Carolina), subject to applicable state law. |
| w. Choice of law | Section 30.1 | North Carolina law applies, subject to applicable state law. |

THE AREA DEVELOPER RELATIONSHIP

This table lists certain important provisions of the development agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

| Provision | Section in Area Development Agreement | Summary |
|---|---------------------------------------|--|
| a. Length of the franchise term | Section 2 | Expiration or termination of the Area Development Agreement or completion of the obligations in the Development Schedule, provided however that if you remain in full compliance with the Development Schedule, the Development Territory and associated territorial protections will not expire any earlier than the initial term of the first franchise agreement entered into under the Area Development Agreement. |
| b. Renewal or extension | Not applicable | Not applicable. |
| c. Requirements for area developer to renew or extend | Not applicable | Not applicable. |
| d. Termination by area developer | Not applicable | You may terminate under any grounds permitted by law. |

| Provision | Section in Area Development Agreement | Summary |
|---|---------------------------------------|--|
| e. Termination by franchisor without cause | Not applicable | We may also terminate if our counsel advises our business model or fee structure is unlawful in your state and either you and we fail to agree on changes to business model or fee structure to make it lawful or the required changes would result in fundamental changes to the Franchise Agreement. This would be deemed a “no fault” termination and we would not impose liquidated damages. |
| f. Termination by franchisor with cause | Sections 5.4, 8.1 and 8.3 | We can terminate if you or any of your affiliates materially default under the Area Development Agreement, any individual Franchise Agreement or any other agreement with us, or if you fail to comply with the Development Schedule on two or more occasions. |
| g. “Cause” defined – curable defaults | Not applicable | Not applicable. |
| h. “Cause” defined – non-curable defaults | Sections 5.4, 8.1 and 8.3 | If you default under the Area Development Agreement or any individual Franchise Agreement, or any other agreement with us, or if you fail to comply with the Development Schedule. |
| i. Area Developer’s obligations on termination/non-renewal | Section 8.3 | Obligations include the payment of all amounts due. You remain bound by all Franchise Agreements. |
| j. Assignment of contract by franchisor | Section 9.1 | No restrictions on our right to assign the Area Development Agreement. |
| k. “Transfer” by area developer – definition | Not applicable | Not applicable. |
| l. Franchisor approval of transfer by area developer | Section 9.2 | You may not assign the Area Development Agreement or any rights to the Development Territory. |
| m. Conditions for franchisor approval of transfer | Not applicable | Not applicable. |
| n. Franchisor’s right of first refusal to acquire area developer’s business | Not applicable | Not applicable. |
| o. Franchisor’s option to purchase area developer’s business | Not applicable | Not applicable. |
| p. Death or disability of area developer | Section 8.2 | The Area Development Agreement must be transferred or assigned to a qualified party within 180 days of death or disability or the Area Development Agreement may be terminated. Your estate or legal representative must apply to us for the right to transfer to the next of kin within 120 calendar days of your death or disability. |

| Provision | Section in Area Development Agreement | Summary |
|---|---------------------------------------|--|
| q. Non-competition covenants during the term of the franchise | Not applicable | Not applicable. |
| r. Non-competition covenants after the franchise is terminated or expires | Not applicable | Not applicable. |
| s. Modification of agreement | Section 11 | No modifications of the Area Development Agreement unless agreed to in writing. |
| t. Integration/merger clause | Section 11 | Only the terms of the Area Development Agreement are binding (subject to state law). Any representations or promises outside of this Franchise Disclosure Document and the Area Development Agreement may not be enforceable. Notwithstanding the foregoing, nothing in the Area Development Agreement or in any related agreement is intended to disclaim the representations made in this Franchise Disclosure Document. |
| u. Dispute resolution by arbitration or mediation | Section 17 | All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Charlotte, North Carolina), subject to applicable state law. |
| v. Choice of forum | Section 17 | All disputes will be resolved in accordance with the terms and conditions of the initial franchise agreement. All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Charlotte, North Carolina), subject to applicable state law. |
| w. Choice of law | Section 15 | North Carolina law applies, subject to applicable state law. |

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our Franchise.

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to disclose 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 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 performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets, outside of the information provided above. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Zachary Long, 529 W. Summit Ave. Suite 1B, Charlotte, NC 28203, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

Table No. 1

Systemwide Outlet Summary
For Years 2022 - 2024

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|--------------------|------|----------------------------------|--------------------------------|------------|
| Franchised Outlets | 2022 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| Company-Owned* | 2022 | 1 | 1 | 0 |
| | 2023 | 1 | 1 | 0 |
| | 2024 | 1 | 1 | 0 |
| Total Outlets | 2022 | 1 | 1 | 0 |
| | 2023 | 1 | 1 | 0 |
| | 2024 | 1 | 1 | 0 |

*Owned and operated by our affiliate.

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 - 2024

| State | Year | Number of Transfers |
|--------|------|---------------------|
| Totals | 2022 | 0 |
| | 2023 | 0 |
| | 2024 | 0 |

Table No. 3

Status of Franchised Outlets
For Years 2022 - 2024

| State | Year | Outlets at Start of the Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations-Other Reasons | Outlets at End of the Year |
|-------|------|------------------------------|----------------|--------------|--------------|--------------------------|---------------------------------|----------------------------|
| Total | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Table No. 4

Status of Company-Owned Outlets
For Years 2022 - 2024

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired From Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|-----------------|------|--------------------------|----------------|------------------------------------|----------------|----------------------------|------------------------|
| North Carolina* | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 1 |
| Total Outlets | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |

*Owned and operated by our affiliate.

Table No. 5

Projected Openings as of
December 31, 2024

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
|------------|---|--|---|
| California | 0 | 1 | 0 |
| Minnesota | 0 | 1 | 0 |
| New York | 0 | 1 | 0 |
| Total | 0 | 3 | 0 |

OUTLETS AND LICENSEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For Years 2022 - 2024

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|------------------|------|----------------------------------|--------------------------------|------------|
| Licensed Outlets | 2022 | 10 | 16 | +6 |
| | 2023 | 15 | 21 | +6 |
| | 2024 | 21 | 30 | +9 |
| Company-Owned* | 2022 | 1 | 1 | 0 |
| | 2023 | 1 | 1 | 0 |
| | 2024 | 1 | 1 | 0 |
| Total Outlets | 2022 | 11 | 17 | +6 |
| | 2023 | 16 | 22 | +6 |
| | 2024 | 22 | 31 | +9 |

*Owned and operated by our affiliate; already accounted for in Outlets and Franchisee Information tables.

Table No. 2

Transfers of Outlets from Licensees to New Owners (other than the Franchisor)
For Years 2022 - 2024

| State | Year | Number of Transfers |
|--------|------|---------------------|
| Totals | 2022 | 0 |
| | 2023 | 0 |
| | 2024 | 0 |

Table No. 3

Status of Licensed Outlets
For Years 2022 – 2024

| State | Year | Outlets at Start of the Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired by Franchisor | Ceased Operations-Other Reasons | Outlets at End of the Year |
|---------|------|------------------------------|----------------|--------------|--------------|---------------------------|---------------------------------|----------------------------|
| Alabama | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |

| State | Year | Outlets at Start of the Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired by Franchisor | Ceased Operations-Other Reasons | Outlets at End of the Year |
|-----------|------|------------------------------|----------------|--------------|--------------|---------------------------|---------------------------------|----------------------------|
| Arizona | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Colorado | 2022 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| Delaware | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Florida | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Georgia | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Idaho | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Illinois | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Kansas | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Louisiana | 2022 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Maryland | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Michigan | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 2 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |

| State | Year | Outlets at Start of the Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired by Franchisor | Ceased Operations-Other Reasons | Outlets at End of the Year |
|----------------|------|------------------------------|----------------|--------------|--------------|---------------------------|---------------------------------|----------------------------|
| Nevada | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| New Jersey | 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 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Ohio | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Pennsylvania | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| South Carolina | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Tennessee | 2022 | 1 | 2 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 1 | 2 |
| Virginia | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Washington | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Wisconsin | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Total | 2022 | 10 | 6 | 0 | 0 | 0 | 0 | 16 |
| | 2023 | 15 | 5 | 0 | 0 | 0 | 0 | 21 |
| | 2024 | 21 | 10 | 0 | 0 | 0 | 1 | 30 |

Table No. 4

Status of Company-Owned Outlets
For Years 2022 – 2024

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired From Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|-----------------|------|--------------------------|----------------|------------------------------------|----------------|----------------------------|------------------------|
| North Carolina* | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 1 |
| Total Outlets | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |

*Owned and operated by our affiliate; already accounted for in Outlets and Franchisee Information tables.

Table No. 5

License Agreements Signed as of
December 31, 2024

| State | License Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
|---------|---|--|---|
| Florida | 2 | 0 | 0 |
| Total | 2 | 0 | 0 |

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit E. The name and last known address and telephone number of every current franchisee and every franchisee who has had an Onward Physical Therapy Franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one-year period December 31, 2024, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit E. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Onward Physical Therapy Franchise System. During the last three years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Onward Physical Therapy Franchise System. You may wish to speak with current and former franchisees but know that not all such franchisees can communicate with you. If you buy an Onward Physical Therapy Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark-specific franchisee organizations.

ITEM 21
FINANCIAL STATEMENTS

Exhibit B contains the financial statements required to be included with this Franchise Disclosure Document: our unaudited financial statements as of July 31, 2025 and our audited financial statements as of December 31, 2024, December 31, 2023 and December 31, 2022. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

| | |
|-----------|--|
| Exhibit C | Franchise Agreement |
| Exhibit D | Area Development Agreement |
| Exhibit G | State Addenda and Agreement Riders |
| Exhibit H | Contracts for use with the Onward Physical Therapy Franchise |
| Exhibit I | Franchise Disclosure Questionnaire |

ITEM 23
RECEIPTS

The last pages of this Franchise Disclosure Document, Exhibit K are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

**STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

**STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS**

| | | |
|---|---|--|
| <p><u>CALIFORNIA</u></p> <p><u>State Administrator and Agent for Service of Process:</u> Commissioner Department of Financial Protection and Innovation 320 W. 4th Street, #750 Los Angeles, CA 90013 (213) 576-7500 (866) 275-2677</p> <p><u>HAWAII</u></p> <p>Commissioner of Securities of the State of Hawaii 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722</p> <p><u>Agent for Service of Process:</u> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722</p> <p><u>ILLINOIS</u></p> <p>Illinois Attorney General Chief, Franchise Division 500 S. Second Street Springfield, IL 62706 (217) 782-4465</p> <p><u>INDIANA</u></p> <p>Secretary of State Securities Division Room E-018 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681</p> <p><u>MARYLAND</u></p> <p>Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360</p> | <p><u>MARYLAND CONTINUED</u></p> <p><u>Agent for Service of Process:</u> Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020</p> <p><u>MICHIGAN</u></p> <p>Michigan Department of Attorney General Consumer Protection Division 525 W. Ottawa Street Lansing, MI 48913 (517) 373-7117</p> <p><u>MINNESOTA</u></p> <p>Department of Commerce Commissioner of Commerce 85 Seventh Place East, Suite 280 St. Paul, MN 55101-3165 (651) 539-1600</p> <p><u>NEW YORK</u></p> <p><u>Administrator:</u> NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222</p> <p><u>Agent for Service of Process:</u> Secretary of State 99 Washington Avenue Albany, NY 12231</p> <p><u>NORTH DAKOTA</u></p> <p><u>Administrator:</u> North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712</p> <p><u>Agent for Service of Process:</u> Securities Commissioner 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510</p> | <p><u>RHODE ISLAND</u></p> <p>Department of Business Regulation 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920 (401) 462-9527</p> <p><u>SOUTH DAKOTA</u></p> <p>Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563</p> <p><u>VIRGINIA</u></p> <p>State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219</p> <p><u>Agent for Service of Process:</u> Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219</p> <p><u>WASHINGTON</u></p> <p><u>State Administrator:</u> Washington Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760</p> <p><u>Agent for Service for Process:</u></p> <p>Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501</p> <p><u>WISCONSIN</u></p> <p>Department of Financial Institutions Division of Securities 201 W. Washington Avenue Madison, WI 53703 (608) 266-3364</p> |
|---|---|--|

Rev. 090723



EXHIBIT B
FINANCIAL STATEMENTS

UNAUDITED FINANCIAL STATEMENTS

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

Onward Physical Therapy

Balance Sheet As of July 31, 2025

| | TOTAL |
|---|--------------------|
| ASSETS | |
| Current Assets | |
| Bank Accounts | |
| Checking 0857 | 26,053.01 |
| Savings 9307 | 73,314.03 |
| Total Bank Accounts | \$99,367.04 |
| Total Current Assets | \$99,367.04 |
| TOTAL ASSETS | \$99,367.04 |
| LIABILITIES AND EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Credit Cards | |
| Amex 1007 (Blue Business) | 1,652.59 |
| Amex Platinum 72002 | 1,256.52 |
| Bonvoy Amex Card (canceled?) | 0.00 |
| Chase CC 4742 | 821.22 |
| Chase CC 7501 | 9,372.00 |
| Total Credit Cards | \$13,102.33 |
| Total Current Liabilities | \$13,102.33 |
| Total Liabilities | \$13,102.33 |
| Equity | |
| Officers' life insurance | -3,489.82 |
| Shareholders' equity | |
| JEFF MOORE CAPITAL | |
| Jeffrey Moore Contributions/Distributions | -70,141.96 |
| Jeffrey Moore RE Capital - Other | 0.00 |
| Total JEFF MOORE CAPITAL | -70,141.96 |
| JORDAN BERRY CAPITAL | |
| Jordan Berry Contributions/Distributions | -70,141.96 |
| Jordan Berry RE Capital - Other | 0.00 |
| Total JORDAN BERRY CAPITAL | -70,141.96 |
| ZACH LONG CAPITAL | |
| Zach Long Contributions/Distributions | -70,141.96 |
| Zach Long RE Capital - Other | 0.00 |
| Total ZACH LONG CAPITAL | -70,141.96 |
| Total Shareholders' equity | -210,425.88 |
| ZzRetained Earnings | 17,599.96 |
| Net Income | 282,580.45 |
| Total Equity | \$86,264.71 |
| TOTAL LIABILITIES AND EQUITY | \$99,367.04 |

Onward Physical Therapy

Profit and Loss January - July, 2025

| | TOTAL |
|-------------------------------|---------------------|
| Income | |
| Affiliate Income | 39.40 |
| Sales of Product Income | 517.75 |
| Services | 427,775.21 |
| Total Income | \$428,332.36 |
| GROSS PROFIT | \$428,332.36 |
| Expenses | |
| Advertising & marketing | 48,535.62 |
| Bank fees & service charges | 3,627.88 |
| Business licenses | 650.00 |
| Event Expense | 13,000.00 |
| Legal & Professional Services | 47,782.47 |
| Meals | 1,599.00 |
| Office Supplies | 2,492.96 |
| Rent | 21,204.80 |
| Software Subscriptions | 3,875.77 |
| Taxes paid | 100.00 |
| PTE Tax Payments | 1,275.00 |
| SOS Filing | 344.00 |
| Total Taxes paid | 1,719.00 |
| Travel | 1,974.99 |
| Uniforms | 62.21 |
| Total Expenses | \$146,524.70 |
| NET OPERATING INCOME | \$281,807.66 |
| Other Income | |
| Interest earned | 772.79 |
| Total Other Income | \$772.79 |
| NET OTHER INCOME | \$772.79 |
| NET INCOME | \$282,580.45 |



ONWARD PHYSICAL THERAPY LLC

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

DECEMBER 31, 2024, 2023 and 2022



ONWARD PHYSICAL THERAPY LLC

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| Notes to the financial statements | 9 |



Independent Auditor's Report

To the Members
Onward Physical Therapy, LLC
Charlotte, NC

Opinion

We have audited the accompanying financial statements of Onward Physical Therapy, LLC, which comprise the balance sheets as of December 31, 2024, 2023 and 2022, and the related statements of operations, members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Onward Physical Therapy, LLC as of December 31, 2024, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's 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 generally accepted auditing standards 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, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, 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 the Company's 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 the Company's 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.

Restrictions on Use

The use of this report is restricted to inclusion within the Company's Franchise Disclosure Document (FDD) and is not intended to be, and should not be, used or relied upon by anyone for any other use.

Kezas $\frac{1}{3}$ Dunbar

St. George, Utah
May 4, 2025

ONWARD PHYSICAL THERAPY, LLC
BALANCE SHEETS
As of December 31, 2024, 2023 and 2022

| | <u>2024</u> | <u>2023</u> | <u>2022</u> |
|--|------------------|------------------|------------------|
| Assets | | | |
| Current assets | | | |
| Cash and cash equivalents | \$ 49,118 | \$ 21,045 | \$ 14,604 |
| Prepaid expenses | 8,688 | - | - |
| Accounts receivable | 16,647 | - | - |
| Total assets | <u>\$ 74,453</u> | <u>\$ 21,045</u> | <u>\$ 14,604</u> |
| Liabilities and Members' Equity | | | |
| Current Liabilities | | | |
| Credit cards payable | \$ 33,929 | \$ 13,505 | \$ 9,105 |
| Total liabilities | <u>33,929</u> | <u>13,505</u> | <u>9,105</u> |
| Members' Equity | 40,524 | 7,540 | 5,499 |
| Total liabilities and members' equity | <u>\$ 74,453</u> | <u>\$ 21,045</u> | <u>\$ 14,604</u> |

The accompanying notes to the financial statements are integral part of these financial statements

ONWARD PHYSICAL THERAPY, LLC
STATEMENTS OF OPERATIONS
For the years ended December 31, 2024, 2023 and 2022

| | 2024 | 2023 | 2022 |
|----------------------------|-------------|-------------|-------------|
| Operating revenues | | | |
| Royalty fees | \$ 511,297 | \$ 290,596 | \$ 147,437 |
| Total operating revenues | 511,297 | 290,596 | 147,437 |
| Operating expenses | | | |
| Advertising fees | 87,281 | 73,787 | 36,821 |
| Professional fees | 35,363 | 13,830 | 6,925 |
| General and administrative | 63,759 | 34,738 | 23,176 |
| Total operating expenses | 186,403 | 122,355 | 66,922 |
| Net income | \$ 324,894 | \$ 168,241 | \$ 80,515 |

The accompanying notes to the financial statements are integral part of these financial statements

ONWARD PHYSICAL THERAPY, LLC
STATEMENTS OF MEMBERS' EQUITY
For the years ended December 31, 2024, 2023 and 2022

| | Total |
|------------------------------|--------------|
| Balance at December 31, 2021 | \$ 8,984 |
| Distributions | (84,000) |
| Net income | 80,515 |
| Balance at December 31, 2022 | 5,499 |
| Distributions | (166,200) |
| Net income | 168,241 |
| Balance at December 31, 2023 | 7,540 |
| Distributions | (291,910) |
| Net income | 324,894 |
| Balance at December 31, 2024 | \$ 40,524 |

The accompanying notes to the financial statements are integral part of these financial statements

ONWARD PHYSICAL THERAPY, LLC
STATEMENTS OF CASH FLOWS
For the years ended December 31, 2024, 2023 and 2022

| | <u>2024</u> | <u>2023</u> | <u>2022</u> |
|---|------------------|------------------|------------------|
| Cash flows from operating activities: | | | |
| Net income | \$ 324,894 | \$ 168,241 | \$ 80,515 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Changes in operating assets and liabilities: | | | |
| Prepaid expenses | (8,688) | - | - |
| Accounts receivable | (16,647) | | |
| Credit card payable | 20,424 | 4,400 | 7,341 |
| Net cash provided by operating activities | <u>319,983</u> | <u>172,641</u> | <u>87,856</u> |
| Cash flows from financing activities | | | |
| Distributions | (291,910) | (166,200) | (84,000) |
| Net cash used in financing activities | <u>(291,910)</u> | <u>(166,200)</u> | <u>(84,000)</u> |
| Net change in cash and cash equivalents | 28,073 | 6,441 | 3,856 |
| Cash and cash equivalents at beginning of period | 21,045 | 14,604 | 10,748 |
| Cash and cash equivalents at end of period | <u>\$ 49,118</u> | <u>\$ 21,045</u> | <u>\$ 14,604</u> |
| Supplemental disclosures of cash flow | | | |
| Cash paid for interest and taxes | \$ 12,595 | \$ 1,560 | \$ 792 |

The accompanying notes to the financial statements are integral part of these financial statements

ONWARD PHYSICAL THERAPY, LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2024, 2023 and 2022

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

Onward Physical Therapy, LLC (the "Company") was formed on November 1, 2019 in the state of North Carolina for the principal purpose of providing physical therapy services.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of December 31, 2024, 2023 and 2022, the Company had cash and cash equivalents of \$49,118, \$21,045 and \$14,604, respectively.

(e) Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for royalties. These accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of outstanding amounts.

When determining the allowance for doubtful receivable, the Company has adopted ASC 326, *Financial Instruments—Credit Losses*. This standard requires that management utilize the Current Expected Credit Losses ("CECL") model to recognize the appropriate allowance for doubtful receivables. This model requires entities to estimate and recognize expected credit losses over the life of the financial instrument. For trade receivables, management has elected to apply a simplified approach, based on historical loss experience and adjustments for current and forecasted economic conditions. Management regularly evaluates individual customer receivables, considering their financial condition, credit history and current economic conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as income when received. As of December 31, 2024, the Company had receivables of \$16,647. There were not any receivables as of December 31, 2023 and 2022. As of December 31, 2024, 2023 and 2022, the Company had no allowance for uncollectible accounts.

(f) Prepaid Expenses

As of December 31, 2024, the Company had prepaid expenses totaling \$8,688 consisting of prepaid event expenses. Prepaid expenses represent future economic benefits that have been paid for in advance and are expected to be expensed over the subsequent accounting periods.

ONWARD PHYSICAL THERAPY, LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2024, 2023 and 2022

The Company evaluates prepaid expenses regularly to ensure they are appropriately recorded and accurately reflect the timing of economic benefits to be derived. There were not any prepaid expenses as of December 31, 2023 and 2022.

(g) Revenue Recognition

Upon inception, the Company adopted ASC 606, *Revenue from Contracts with Customers*. ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. In implementing ASC 606, the Company evaluated all revenue sources using the five-step approach: identify the contract, identify the performance obligations, determine the transaction price, allocate the transaction price, and recognize revenue. For each franchised location, the Company enters into a formal franchise agreement that clearly outlines the various components of the transaction price and the Company's performance obligations.

The Company's revenues consist of royalty fees based on a percentage of gross revenues.

Royalty fees

Upon evaluation of the five-step process, the Company has determined that royalties and marketing fees are to be recognized in the same period as the underlying sales.

(h) Income Taxes

The Company is structured as a limited liability company under the laws of the state of North Carolina. Accordingly, the income or loss of the Company will be included in the income tax returns of the members. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under ASC Topic 740, *Accounting for Uncertainty in Income Taxes*. ASC Topic 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the member rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2024, the 2023, 2022 and 2021 tax years were subject to examination.

(i) Advertising Costs

The Company expenses advertising costs as incurred. For the years ended December 31, 2024, 2023, and 2022, advertising expenses were \$87,281, \$73,787, and \$36,821, respectively.

(j) Financial Instruments

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, and accounts payable, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

(k) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

ONWARD PHYSICAL THERAPY, LLC
NOTES TO THE FINANCIAL STATEMENTS
December 31, 2024, 2023 and 2022

(2) License Agreements

The Company's license agreements generally provide for continuing royalty fees to the Company based on a percentage of gross revenues. As of December 31, 2024, 2023 and 2022, the Company had royalty fees of \$511,297, \$290,596, and \$147,437, respectively.

(3) Credit Cards Payable

As of December 31, 2024, 2023 and 2022, the Company had credit card balances payable totaling \$33,929, \$13,505 and \$9,105, respectively, which represent amounts owed to various credit card issuers for business-related transactions. These balances primarily consist of expenses incurred for purchases of supplies, services, and other operating expenses.

The Company closely monitors credit card balances and makes payments within the specified credit terms to avoid incurring additional costs such as interest charges or late payment penalties.

The Company recognizes credit card balances payable as liabilities on the balance sheet as their outstanding amounts. Any cash discounts or rebates received from credit card issuers are recorded as reductions to the respective expense accounts.

The Company did not have any significant concentrations of credit risk related to credit cards payable as of December 31, 2024, 2023, and 2022. Additionally, there were no material uncertainties regarding the timing or amount of future cash outflows associated with credit card balances payable.

(4) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is "probable" and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is "probable" but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is "reasonably possible," disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are "remote" are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(5) Subsequent Events

Management has reviewed and evaluated subsequent events through May 4, 2025, the date on which the financial statements were issued.

EXHIBIT C
FRANCHISE AGREEMENT



ONWARD PHYSICAL THERAPY, LLC

FRANCHISE AGREEMENT

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ATTACHMENT A – FRANCHISE DATA SHEET
ATTACHMENT B – STATEMENT OF OWNERSHIP
ATTACHMENT C – FRANCHISE OWNER AGREEMENT

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Franchise Agreement") is made, entered into and effective as of the "Effective Date" set forth in Attachment A to this Franchise Agreement, by and Onward Physical Therapy, LLC, a North Carolina limited liability company ("we," "us," or "our"), and the franchisee set forth in Attachment A to this Franchise Agreement ("you" or "your"). If more than one person or entity is listed as the franchisee, each such person or entity will be jointly and severally liable for all rights, duties, restrictions and obligations under this Franchise Agreement.

1. INTRODUCTION

This Franchise Agreement includes several attachments, each of which are legally binding and are a part of the complete Franchise Agreement. It is your responsibility to read through the entire Franchise Agreement. This Franchise Agreement creates legal obligations you must follow. We recommend that you consult with a legal professional to ensure that you understand these obligations. If you have questions, or if you do not understand a certain provision or section, please review it with your legal and financial advisors before you sign this Franchise Agreement.

This Franchise Agreement has defined terms. A defined term is a shorthand reference within a document that refers to another name or idea in the document. Defined terms are underlined and surrounded by double quotes, typically with capitalized first letters, and may be contained in parentheses throughout the Franchise Agreement.

2. GRANT OF FRANCHISE

2.1 Franchise Description

As an Onward Physical Therapy franchisee, you will operate a franchised business which manages a physical therapy clinic ("Franchised Business"). The Franchised Business will operate or manage a clinic ("Onward Physical Therapy Clinic" or "Clinic") that provides comprehensive physical therapy services to individuals by doctoral-trained and licensed physical therapists, and other approved product and services. The Franchised Business will operate under our service marks, trademarks, trade names, trade dress, logos, slogans and commercial symbols as we may from time to time authorize or direct you to use with the operation of the Franchised Business ("Marks").

We grant you a non-exclusive license to own and operate the Franchised Business using the business formats, methods, procedures, signs, designs, standards, specifications, distinguishing elements, and intellectual property ("System") that we authorize from a single location we approve ("Premises") in compliance with the terms and conditions set forth in this Franchise Agreement, within the Territory or other areas we may specify in Attachment A-1 to this Franchise Agreement. You recognize and acknowledge the distinctive significance to the public of the System and Marks and acknowledge and understand our high and uniform standards of quality, appearance and service to the value of the System. You acknowledge that we may change, improve or otherwise modify the System as we deem appropriate in our discretion and you agree to promptly accept and comply with any such changes, improvements or modifications.

We will grant you the rights to a "Type 1 Franchise" or a "Type 2 Franchise" based on the characteristics of your territory. You acknowledge and agree that this Franchise Agreement does not grant you the right or option to open any additional Franchised Businesses or any right to sublicense or subfranchise any of the rights we grant you in this Franchise Agreement. You may only open an additional

Franchised Business under a separate franchise agreement with us, which we may grant in our sole discretion.

As part of accepting our grant for you to own and/or operate a Franchised Business, you represent that: (i) you have received a copy of our current franchise disclosure document; (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) you are aware of the fact that we may have negotiated terms or offered concessions to other franchisees and we are not obligated to offer you the same or similar negotiated terms or concessions.

2.2 Alternative Business Models

We may grant you the right to convert your current physical therapy business to a Franchised Business (“Conversion Franchise”). If you operate the Franchised Business as a Conversion Franchise, you and we will indicate it in Attachment A to this Franchise Agreement.

If you operate a Conversion Franchise, you agree to execute the “Addendum for Conversion Owners” provided in our franchise disclosure document when you execute this Franchise Agreement.

3. FRANCHISEE AS ENTITY

3.1 Entity Representations

For purpose of this Franchise Agreement, “Owner(s)” means any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you, this Franchise Agreement, or the Franchised Business. If you are a corporation, partnership, limited liability company or other form of business entity (“Entity”), you agree and represent that:

3.1.1 Authority. You have the authority to execute, deliver, and perform your obligations under this Franchise Agreement and all related agreements and are duly organized or formed, validly existing, and in good standing under the laws of the state of your incorporation or formation.

3.1.2 Company Documents. At our request, you will furnish copies of all documents and contracts governing the rights and obligations of your Owners (such as, Articles of Incorporation or Organization and partnership, operating or shareholder agreements or similar documents, the “Company Documents”). You will not alter, change, or amend your Company Documents, without obtaining our prior written approval, which approval we will not unreasonably deny or withhold, and will grant if such changes will not prevent you from performing your obligations under this Franchise Agreement.

3.1.3 Transfer Restrictions. Your Company Documents will recite that this Franchise Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Franchise Agreement’s restrictions.

3.1.4 Naming. You agree not to use the name “Onward”, “Onward Physical Therapy”, or any similar wording in the name of your Entity.

3.1.5 Owner Identification. You certify that Attachment B to this Franchise Agreement completely and accurately describes all of your Owners and their interests in you as of the Effective Date.

You agree to sign and deliver to us a revised Attachment B to reflect any permitted changes in the information that Attachment B now contains.

3.1.6 Franchise Owner Agreement. All Owners must sign the Franchise Owner Agreement, attached as Attachment C to this Franchise Agreement. You agree that, if any person or Entity ceases to be one of your Owners, or if any individual or Entity becomes an Owner of you (such ownership change will comply with the “Transfer Conditions” discussed later in this Franchise Agreement), you will require the new Owner to execute all documents required by us, including the Franchise Owner Agreement.

3.1.7 No Offerings. You agree that you will not offer any securities (in a public or private offering or otherwise) or engage in any type of fundraising (like crowdfunding) without our prior written consent, which may be withheld in our sole discretion.

3.1.8 Licensing Obligations. You acknowledge and agree that your entity is legally permitted to perform the obligations under applicable law in your state or municipality. If for any reason, not limited to but including, changes in applicable law and loss of applicable licenses, you lose the ability to legally perform the obligations, you must immediately cease operations.

3.2 Entity Requirements in Certain States

Depending on the location of your Franchised Business, state laws may require that you own and operate the Franchised Business through a professional entity (such as a professional corporation or professional limited liability company) wholly owned by one or more licensed physical therapists. The fees and operational structures in this Franchise Agreement may be adjusted as needed to comply with the corporate practice of physical therapy doctrine in the states that follow it.

4. TERRITORIAL RIGHTS AND LIMITATIONS

We will grant you an exclusive territory (“Territory”) consisting of a geographic area where we will not operate, or grant a franchise or license to a third party to operate, a Franchised Business that is physically located in your Territory, except as otherwise provided in this Section. We will grant you a “Type 1 Franchise” or a “Type 2 Franchise”, as specified in Attachment A. We, and our affiliates, have the right to operate, and to license others to operate, Franchised Businesses at any location outside the Territory, even if doing so will or might affect your operation of your Franchised Business.

If you are granted a Type 2 Franchise, your Territory will be based on our three-level territory structure described below. Type 2 Franchises will receive a Level 1 Territory and a Level 2 Territory, and in certain instances, a Level 3 Territory.

Territory Levels:

“Level 1 Territory”: a five-mile radius around the Onward Physical Therapy Clinic location. Not subject to the Performance Benchmarks (defined below).

“Level 2 Territory”: a larger geographic area around the radius of the Level 1 Territory. Also includes the Level 1 Territory. Subject to Performance Benchmarks. Not based on radius.

“Level 3 Territory”: a larger geographic area around the Level 2 Territory. Also includes the Level 1 and Level 2 Territory. Subject to Performance Benchmarks. Not based on radius.

Level 2 and Level 3 Territories and their exclusivity will remain in place as long as you meet the “Performance Benchmarks” outlined below. This means that if you are a Type 2 Franchise and you fail to meet the Level 2 and, if applicable, Level 3 Territory Performance Benchmarks, you will lose those respective territorial rights, but you will always retain the Level 1 Territory rights.

Performance Benchmarks by Territory Level:

“Level 2 Territory Performance Benchmarks”: (i) you have at least 500 but less than 750 Patient Visits (defined below) at the Onward Physical Therapy Business in the second year of operations; (ii) you have at least 1,200 Patient Visits at the Onward Physical Therapy Business in the third year of operations; and (d) you have at least 2,000 Patient Visits at the Onward Physical Therapy Business for each subsequent year for the remainder of the term of your Franchise Agreement, including any renewals. If you do not meet the Level 2 Territory Performance Benchmarks, your Territory will be reverted to your Level 1 Territory, and we will amend the Franchise Agreement to specify the reduced and modified Territory. You will then no longer be subject to the Level 2 Territory Performance Benchmarks, and we may establish or franchise others to establish another Onward Physical Therapy Business within the Level 2 Territory. Your Level 1 Territory will remain exclusive.

“Level 3 Territory Performance Benchmarks”: (i) you have 750 or more Patient Visits at the Onward Physical Therapy Business in the second year of operations; (ii) you have at least 1,200 Patient Visits at the Onward Physical Therapy Business in the third year of operations; and (d) you have at least 2,000 Patient Visits at the Onward Physical Therapy Business for each subsequent year for the remainder of the term of your Franchise Agreement, including any renewals. If you do not meet the Level 3 Territory Performance Benchmarks, your Territory will be reverted to a Level 2 Territory (or Level 1 if Level 2 Territory Performance Benchmarks are also not met), and we will amend the Franchise Agreement to specify the reduced and modified Territory. You will no longer be subject to the Level 3 Territory Performance Benchmarks (and Level 2 Benchmarks, if your Territory is reverted to a Level 1 Territory), and we may establish or franchise others to establish another Onward Physical Therapy Business within the Level 3 Territory (and Level 2 Territory if your Territory is reverted to a Level 1 Territory). If you maintain your Level 2 Territory, it will remain exclusive. Your Level 1 Territory will remain exclusive.

“Patient Visits” means any patient that pays for physical therapy services from you at one or more Onward Physical Therapy Clinic in any continuous 12 month period.

You are prohibited from directly marketing to or soliciting customers whose principal residence is outside of your Territory. You may service clients that work or reside in another franchisee’s territory, provided you do so only from your approved location or in an area that is not part of another franchisee’s territory. You must follow our extra-territorial policies and procedures in our Franchise Operations Manual, which may change over the term of this Franchise Agreement and may prevent you from providing services outside of your Territory. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. If you renew your Franchise, your Territory may be modified depending on the then-current demographics of the Territory, and on our then-current standards for territories.

We retain all territorial rights not expressly granted to you. This includes, but is not limited to, the right to (i) to own, franchise, or operate Franchised Businesses at any location outside of the Territory, regardless of the proximity to your Franchised Business; (ii) to use the Marks and the System to sell any products or services, similar to those which you will sell, through any alternate channels of distribution within or outside of the Territory, including, but not limited to, other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet; (iii) to use and license the use of other proprietary and non-Marks or methods which are not the same as or confusingly similar to the Marks,

at any location, including within the Territory, which may be similar to or different from your Franchised Business; (iv) to engage in any transaction (including purchases, mergers or conversions), involving the System or a new system, with any business, including businesses that directly or indirectly compete with your Franchised Business, regardless of their location, provided that any competing businesses located inside your Territory will not operate under the Marks; (v) to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere; (vi) to engage in any other business activities not expressly prohibited by this Franchise Agreement. We are not required to pay you compensation for soliciting or accepting orders inside your Territory, or for exercising any of our rights within or outside of your Territory.

5. TERM AND RENEWAL

5.1 Generally

The term of this Franchise Agreement will begin on the Effective Date and continue for ten years (“Term”). You may enter into successor franchise agreements (each, a “Successor Franchise Agreement”) for five year terms each, as long as you are in compliance with your franchise agreement and meet the conditions for renewal specified below. The Successor Franchise Agreement will be the current form of franchise agreement we use in granting Onward Physical Therapy franchises as of the expiration of the Term. The terms and conditions of the Successor Franchise Agreement may vary materially and substantially from the terms and conditions of this Franchise Agreement. Each successor term will be five years. If you are signing this Franchise Agreement as a Successor Franchise Agreement, the references to “Term” will mean the applicable renewal term of the Successor Franchise Agreement. Except as otherwise provided in this Section, you will have no further right or obligation to operate your Franchised Business following the expiration of the successor term unless we grant you the rights to enter into another franchise agreement, in our sole discretion. If you are renewing a prior franchise agreement with us under this Franchise Agreement, the renewal provisions in your initial franchise agreement will dictate the length of the Term of this Franchise Agreement, and your remaining rights to enter into Successor Franchise Agreements, if any.

5.2 Renewal Requirements

To enter into a Successor Franchise Agreement, you will:

5.2.1 Notice. Notify us in writing of your desire to enter into a Successor Franchise Agreement not less than 60 days nor more than 180 days before the expiration of the Term;

5.2.2 No Defaults. Not be in default under this Franchise Agreement or any other agreement with us or any affiliate of ours at the time you send the renewal notice or the time you sign the Successor Franchise Agreement and you must not have received more than three separate written notices of default from us in the 12 months before your renewal notice or at the time you sign the Successor Franchise Agreement;

5.2.3 Successor Franchise Agreement. Sign the Successor Franchise Agreement and all ancillary documents we require franchisees to sign;

5.2.4 General Release. Sign and have each of your Owners sign current form of general release which contains a release of all known and unknown claims against us and our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities;

5.2.5 Premises. Have the right under your lease to maintain possession of the Premises for the duration of the successor term;

5.2.6 Renovations. You will also make any renovations, refurbishments and modernizations to the Premises and the Franchised Business as necessary at your own expense to meet our then-current System standards for a newly opened Franchised Business. We will provide you with the required timeframe for doing so. Such requirements could include changes to the design, equipment, signs, décor, inventory, fixtures, furnishings, trade dress, presentation of Marks, supplies and other products and materials used in the Franchised Business.

5.2.7 Additional Actions. Take any additional actions we reasonably require.

5.2.8 Modifications. At least 60 days but not more than 180 days before the expiration of the Term, you will renovate, upgrade any equipment, tools, technology and other operations to comply with our then-current standards and specifications.

5.3 Interim Term

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

6. FEES

6.1 Late Fee

If any sums due under this Franchise Agreement have not been received by us when due then, in addition to those sums, you will pay us \$100 per occurrence, plus the daily equivalent of 1.5% per year simple interest or the highest rate allowed by law, whichever is less (“Late Fees”). If no due date has been specified by us, then interest accrues from the original due date until payment is received in full.

6.2 Payment Methods

We reserve the right to periodically specify (in the Franchise Operations Manual or otherwise in writing) different required payment methods for any payment due to us or our affiliates, including electronic debit. If any check or electronic payment is unsuccessful due to insufficient funds, stop payment or any similar event, any excess amounts you owe will be payable upon demand, together with a non-sufficient funds fee of \$100 per occurrence plus Late Fees.

6.3 Payment Frequency

We reserve the right to periodically specify (in the Franchise Operations Manual or otherwise in writing) different payment frequencies (for example, weekly/biweekly/monthly payments) for any payment or fee due to us or our affiliates.

6.4 Application of Payments

We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we feel appropriate. We are not obligated to follow any instructions you provide for allocation of the payments.

6.5 Payment Obligations

Your requirement to pay us the fees under this Franchise Agreement is absolute and unconditional. This obligation will remain effective throughout the entire duration of the Franchise Agreement and will continue until all fees are paid. You do not have the right to offset any fees paid to us and will pay us all fees regardless of any claims you may have against us. We will have the right, at any time before or after termination of this Franchise Agreement, without notice to you, to offset any amounts or liabilities you may owe to us against any amounts or liabilities we may owe you under this Franchise Agreement or any other agreement, loan, transaction or relationship between the parties. Without limiting the generality of the foregoing, you agree that you will not, on grounds of the alleged nonperformance by us of any of our obligations, withhold any fees due to us or our affiliates or amounts due to us for purchases by you or any other amounts due to us.

6.6 Gross Sales

For purposes of this Franchise Agreement, “Gross Sales” means all income or revenue of the Onward Physical Therapy Clinic, including the revenue generated from the sale of all products, and services offered at or from the Onward Physical Therapy Clinic, and all other income or revenue of every kind and nature related to, derived from, or originating from the Onward Physical Therapy Clinic, whether at retail or wholesale, including off-premises services, mobile clinics, and temporary locations (whether these sales are permitted or not) (“Sales”), and proceeds of any business interruption insurance policies, whether any of the products or services are sold for cash, check, or credit. For the purposes of revenue generated from Sales which are financed, either by you or a third party, where such financing leads to a delay in payment, Gross Revenue will be calculated based on revenue actually received by you or the third party, and Royalties will be calculated only when you receive either payment for Sales or payment from a third party. Royalties are calculated on the amount charged for Sales, not the amount remitted to you by any third party, if such amount is less than the amount of the Sales. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to patients, if the taxes are separately stated when the patient is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips and allowances you give in good faith to your patients. All barter or exchange transactions in which you furnish products or services in exchange for products or services provided to you by a vendor, supplier or patient will, for the purpose of determining Gross Sales, be valued at the full retail value of the products or services so provided to you.

6.7 Royalty

You agree to pay us a royalty fee (“Royalty”) equal to 10% of Gross Sales during the previous month. The Royalty is due on the 15th day of each month (or such other date as we designate in the Franchise Operations Manual or otherwise in writing). The Royalty will be capped at \$50,000 per calendar year, but we reserve the right to modify this cap upon 90 days’ written notice to you, in which event the change will become effective at the beginning of the next calendar year.

6.8 Technology Fee

We reserve the right to implement an on-going fee to cover the use of certain technologies used in the Franchised Business (“Technology Fee”) throughout the Term of this Franchise Agreement. We can change the software and technology that must be used by Franchised Business at any time we deem appropriate in our sole discretion, which may result in changes to the Technology Fee. An increase in third-party fees may also cause the Technology Fee to increase. You will be responsible for any increase in fees that result from any upgrades, modification, or additional software by us or by third-party vendors. We may modify the Technology Fee upon written notice to you, however we will not increase the Technology Fee by more than 10% in a calendar year, and the total Technology Fee will not exceed \$200 per month.

You will also pay our approved suppliers for certain business solutions that will support your business efficiencies. These may include phone systems, security systems, scheduling software, employee shift/task management software, inventory solution and any other solutions we may require in the Franchise Operations Manual or otherwise in writing for your Franchised Business. We reserve the right to upgrade, modify and add new systems, which may result in additional initial and ongoing expenses that you will be responsible for. You will be responsible for any increase in fees that result from any upgrades, modifications or additional systems and for any increase in fees from third-party providers. We may include these third-party fees in the Technology Fee and pay suppliers directly on our behalf.

6.9 Other Fees and Payments

You agree to pay all other fees, expense reimbursements, and all other amounts specified in this Franchise Agreement in a timely manner. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon products or services you sell or based upon products or services we furnish to you (other than income taxes we pay based on amounts).

7. ESTABLISHING YOUR FRANCHISED BUSINESS

7.1 Opening

You will open your Franchised Business to the public within 12 months after the Effective Date. You may not open your Franchised Business before: (i) all required attendees have successfully completed the initial training program and Clinical Training; (ii) you purchase and provide proof of all required insurance; (iii) you obtain all required licenses, permits and other governmental approvals required to establish, open and operate the Franchised Business; and (iv) we provide our written approval of the construction, buildout and layout of your Premises. You acknowledge and agree that you will not open the Franchised Business until you have received all required state and local government certifications, permits, and licenses necessary for the operation of the Franchised Business, including any required licenses and certifications for its personnel.

If you do not open your Franchised Business within 12 months of the Effective Date, we may extend the deadline if, in our opinion, you are making reasonable and diligent efforts to open the Franchised Business.

7.2 Site Selection

We will provide you with advice and general specifications for identifying a suitable location for the Premises, if a suitable Premises has not been agreed upon by the Effective Date.

The Premises must conform to our minimum site selection criteria. Our approval will be demonstrated by the execution of Attachment A-1 by you and us. You will only operate the Franchised Business at the location specified in Attachment A-1 and your Franchised Business may not offer products or services from any other location unless we expressly authorize in writing. You acknowledge that our approval of a site does not constitute a representation or warranty of any kind, express or implied, of the suitability of the site for the Premises. Our approval of the site indicates only that the site meets our minimum criteria. You will locate and obtain a site within nine months after the Effective Date. If you do not obtain a site within nine months of the Effective Date, we may extend the deadline if, in our opinion, you are making reasonable and diligent efforts to secure a site.

7.3 Lease

If you lease the Premises, you will submit to us, in the form we specify, a description of the site, a proposed copy of the lease and such other information and materials we may reasonably require at least ten days before signing the lease. If you own, otherwise control the Premises, including the land, building and related real estate, or own 51% or more of an entity that owns, leases or otherwise controls the Premises, then you will, as the lessee, enter into a lease for the Premises for a term coextensive with the term of this Franchise Agreement. You will make reasonable efforts to ensure the lease either: (1) contains the "Lease Addendum" that is attached to the franchise disclosure document; or (2) incorporates the terms of the Lease Addendum into the lease for the Premises. You and the landlord must sign the lease and Lease Addendum within nine months of the Effective Date.

We will only review the lease to determine that it complies with the terms of this Franchise Agreement and will not provide you with any business, economic, legal or real estate analysis or advice with regards to the lease. You are solely responsible for the terms of the lease and any site acceptance letter we provide for the lease does not provide any representation or warranty of any kind, express or implied, concerning the terms of the lease or the viability or suitability of the site for the Premises. You will promptly send us a copy of your fully executed lease and any Lease Addendum for our records. The lease may not be amended, assigned or terminated without our written approval. If the landlord terminates the lease for the Premises, you will relocate the Franchised Business according to Section 7.7 of this Franchise Agreement.

7.4 Construction

We will provide you with guidelines for the design and layout for a Premises. You will hire an architect in order for any modifications to these plans to comply with all local ordinances, building codes, permits requirements, and lease requirements and restrictions applicable to the Premises. You must first review and accept the architect's drafted floor plan and submit your floor plan to us for our review and acceptance. Once we accept your floor plan, the architect must develop your full construction drawings for the Premises. Upon your review and acceptance, you will submit your construction drawings to us for our final review and approval. Once we accept your floor plan and approve your construction drawings, drawings and specifications may not be changed or modified without our prior written approval. Once accepted by us,

you will, at your sole expense, construct and equip the Premises to the specifications contained in the Franchise Operations Manual and purchase (or lease) and install the equipment, fixtures, furnishings, signs and other items we require. All exterior and interior signs of the Premises must comply with the specifications we provide to you. You acknowledge these requirements are necessary and reasonable to preserve the identity, reputation and goodwill we developed and the value of the Onward Physical Therapy System. We must approve the layout of your Premises before opening. We may conduct a pre-opening inspection of your Premises and you agree to make any changes we require before opening.

7.5 Catastrophe

If your Premises is destroyed or damaged by fire or other casualty and the Term of this Franchise Agreement and the lease for your Premises has at least two years remaining, you will: (i) within 30 days after such destruction or damage of your Premises, commence all repairs and reconstruction necessary to restore the Premises to its prior condition to such casualty; or (ii) relocate the Premises under the relocation provisions in this Section and the Term will be extended for the period from the date the Premises closed due to the destruction or damage until it reopens.

7.6 Use of Premises

You may not use your Premises or permit your Premises to be used for any purpose that could jeopardize the System, our Confidential Information or our Intellectual Property. Accordingly, you agree to comply with the Brand Covenants in the use of your Premises to protect these aspects of the Franchised Business.

7.7 Relocation

You may relocate your Premises with our prior written approval, which we will not unreasonably withhold. You will provide us with at least 90 days' notice of your intent to relocate the Premises, and submit any proposed relocation site and lease, if applicable, to us, after which we will have 30 days to review the proposed site and lease and either approve or disapprove of the proposed relocation. If we fail to issue our approval within the 30-day period, it will have the same effect as a rejection to the request.

If we allow you to relocate, you must: (i) comply with all requirements of the Franchise Agreement regarding the selection, construction and decoration your new Onward Physical Therapy Premises; (ii) open your new Premises and resume operations within 30 days after closing your prior Premises; and (iii) reimburse us for our actual expenses in effectuating the relocation (including attorney fees and costs). You may not relocate your Premises outside of your Territory without our prior written approval, which we may withhold in our sole discretion. We may require that your Territory be modified as a condition to our approval of you relocating your Premises. Upon our approval of the relocation of your Premises, Attachment A-1 will be updated with the new location (and Territory, if necessary), and the remainder of this Franchise Agreement will remain in full force and effect.

8. TRAINING AND CONFERENCES

8.1 Initial Training Program

We will provide our initial training program at no charge for all of your Owners. The initial training program must be completed prior to the date that your Franchised Business is scheduled to open. You will pay for all expenses to attend any training program for each person that attends our initial training program. We reserve the right to vary the length and content of the initial training program as we deem appropriate.

in our sole discretion based on the experience of the attendee. We reserve the right to select when you will attend the initial training program and may delay your attendance until a suitable time near the opening date for your Franchised Business in our sole discretion.

8.2 Clinical Training

In addition to the initial training program, all franchisee owners at the Onward Physical Therapy Clinic, must have completed specific clinical training (“Clinical Training”). This Clinical Training is not conducted by us and is not included in the initial training program. The minimum Clinical Training is successful completion of one program through the Institute of Clinical Excellence. We may waive this requirements for franchisee owners, on a case-by-case basis, upon demonstration of either recent training or significant and recent professional experience administering the Onward Physical Therapy Clinic services such that, in our sole discretion, we deem such training or experience as warranting a waiver to the Clinical Training requirements. Clinical Training requirements (or a waiver) will be satisfied prior to your Onward Physical Therapy Business opening for business.

8.3 Additional Training

We may offer periodic refresher training courses or develop additional training courses. Attendance at these training programs may be optional or mandatory.

8.4 Requested Training

Upon your written request, we may provide additional assistance or training to you at a mutually convenient time.

8.5 Remedial Training

If we determine, in our sole discretion, that you are not operating your Franchised Business in compliance with this Franchise Agreement and/or the Franchise Operations Manual, we may require that you, your employees and other designees attend remedial training relevant to your operational deficiencies.

8.6 Conferences

We may hold periodic national or regional conferences to discuss various business issues and operational and general business concerns affecting Onward Physical Therapy franchisees. Attendance at these conferences may be mandatory or optional. We may restrict franchisees from attending based on past performance, previous defaults and other factors in our sole discretion.

8.7 Training Expenses

You are solely responsible for all expenses and costs that your trainees incur for all trainings and conferences under this Section, including wages, travel, lodging, food and living expenses. You will also reimburse us for all expenses and costs we incur to travel to your Franchised Business under this Section, including travel, food, lodging and living expenses.

9. OTHER FRANCHISOR ASSISTANCE

9.1 Franchise Operations Manual

We will lend you our confidential franchise operations manual (“Franchise Operations Manual”) in text or electronic form for the Term of this Franchise Agreement. The Franchise Operations Manual will help you establish and operate your Franchised Business in accordance with the System. The information in the Franchise Operations Manual is confidential and proprietary and may not be disclosed to third parties without our prior written approval. The Franchise Operations Manual may be updated and modified throughout the Term, both formally through amendments to the Franchise Operations Manual and informally through email or other written materials we provide to you. You acknowledge that your compliance with the Franchise Operations Manual is vitally important to us and other System franchisees, because it is necessary to protect our reputation, the goodwill of the Marks, and maintain the uniform quality of the System.

You agree to establish and operate your Franchised Business strictly in accordance with the Franchise Operations Manual. The Franchise Operations Manual may contain, among other things: (i) a description of the authorized products and services you may offer at your Franchised Business; (ii) mandatory and suggested specifications, operating procedures, and quality standards for goods, products, services, that you use or offer at your Franchised Business; (iii) policies and procedures we prescribe from time to time for our franchisees; (iv) mandatory reporting and insurance requirements; (v) policies and procedures pertaining to any gift card program we establish; and (vi) a written list of furniture, fixtures, equipment, products and services (or specifications for such items) you must purchase for the development and operation of your Franchised Business and a list of any designated or approved suppliers for such items. The Franchise Operations Manual establishes and protects our brand standards and the uniformity and quality of the products and services offered by our franchisees. We can modify the Franchise Operations Manual at any time. The modifications will become binding as soon as we send you notice of the modification. All mandatory provisions in the Franchise Operations Manual (whether they are included now or in the future) are binding on you, subject to the professional judgment exercised by you as a licensed Physical Therapist.

While the Franchise Operations Manual is intended to protect our reputation and goodwill of the Marks, you will be responsible for the day-to-day operation of your Franchised Business, and the Franchise Operations Manual is not designed to control the day-to-day operation of the Franchised Business.

9.2 General Guidance

We will provide advice or guidance regarding your Franchised Business’s operation based on reports or inspections or communications with you, upon reasonable request. We will provide reasonable marketing consulting, guidance and support throughout the Term we deem appropriate. Any advice will be given during our regular business hours and via written materials, electronic media, telephone or other methods, in our discretion. We will advise you regarding the Franchised Business’s operation based on your reports to us and/or our direct or indirect observations, and we will provide guidance to you with respect to: (1) standards, specifications, and operating procedures and methods regarding management of the Clinic; (2) advertising and marketing materials and programs; and (3) administrative, bookkeeping, and accounting procedures.

We maintain a staff to manage and operate the Onward Physical Therapy System and our staff members can change as employees come and go. We cannot guarantee the continued participation by or employment of any of our shareholders, directors, officers, employees or staff.

9.3 Website

We will maintain a website for Franchised Businesses (“System Website”) that will include the information about your Franchised Business we deem appropriate. We may modify the content of and/or discontinue the System Website at any time in our sole discretion. We are only required to reference your Franchised Business on our System Website while you are in full compliance with this Franchise Agreement and all System standards. We must approve all content about your Franchised Business. We will own our System Website (including any webpages for your Franchised Business) and domain names. We intend that any franchisee website will be accessed only through this System Website.

9.4 Supplier Agreements

We may, but are not required to, negotiate agreements with suppliers to obtain products or services for our franchisees. If we negotiate an agreement, we may arrange for you to purchase the products directly from the supplier. We may receive rebates from these suppliers based on your purchases. We may also purchase certain items from suppliers in bulk and resell them to you at our cost (including overhead and salaries), plus shipping fees and a reasonable markup, in our sole discretion.

10. MANAGEMENT AND STAFFING

10.1 Owner Participation

If you are an Entity, you will designate an Owner who will be principally responsible for communicating with us about the Franchised Business (“Responsible Owner”). If you are an individual, you are the Responsible Owner. The Responsible Owner must have the authority and responsibility for the day-to-day operations of your Franchised Business and must have at least 25% equity. You acknowledge that a major requirement for the success of your Franchised Business is the active, continuing and substantial personal involvement and hands-on supervision by your Responsible Owner. Your Responsible Owner must be actively involved in operating the Franchised Business on a full-time basis, and provide on-site management and supervision, unless we permit you to delegate management functions to a Franchise Manager. If you appoint a new Responsible Owner, the new Responsible Owner, must attend and successfully complete our then-current initial training program and pay our then-current training fee.

10.2 Staff

You must comply with all state and local laws and regulations regarding the staffing and management of a Clinic. You must pay all wages, commissions, fringe benefits, worker’s compensation premiums and payroll taxes (and other withholdings levied or fixed by any city, state or federal governmental agency, or otherwise required by law) due for your employees or as applicable, for your independent contractors. These employees and independent contractors will be your employees or contractors, not ours. We do not control the day-to-day activities of your employees or independent contractors or the manner in which they perform their assigned tasks. You must inform your employees and independent contractors you are exclusively responsible for supervising their activities and dictating the manner in which they perform their assigned tasks. In this regard, you must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, consulting agreements, time cards and similar items.

You will have sole responsibility and authority for all employment-related decisions, including employee selection, promotion, firing, hours worked, rates of pay, benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping,

supervision and discipline. We will not manage or provide you with directives on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the franchise relationship and notifies the employee or independent contractor that you are his or her sole employer. You must also notify and explain to your employees and independent contractors your franchise relationship with us and that you (not us) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

11. FRANCHISEE MARKETING AND ADVERTISING

11.1 Standards

All advertisements and promotions you create or use will be completely factual, conform to the highest standards of ethical advertising, comply with all federal, state and local laws, rules and regulations, and comply with our standards in the Franchise Operations Manual. You will ensure that your advertisements and promotional materials do not infringe upon the intellectual property or legal rights of others.

11.2 Promotional Programs

We may periodically create advertising and sales promotion programs and materials to enhance the collective success of all Onward Physical Therapy franchisees operating under the System. You will participate in all rebates, giveaways, advertising and sales promotion programs in accordance with the terms and conditions that we specify. These promotional programs may require that you offer products or services at no charge or discounted rates. We may also request you purchase and use advertisements and promotional materials we designate for your Franchised Business.

11.3 Marketing Materials

We may create advertising and other marketing materials, and make these available to you. We may make these materials available over the Internet (in which case you will arrange for printing the materials and paying all printing costs). We may also enter into relationships with third party suppliers who will create the advertising or marketing materials for your purchase.

11.4 Local Advertising

We do not require you to conduct a minimum amount of local advertising for your Onward Physical Therapy Business. If you wish to advertise online, you will follow our online policy contained in our Franchise Operations Manual. Use of logos, Marks and other name identification materials must follow our approved brand and advertising standards. We may require you to discontinue using any advertising materials that do not comply, in which case you will immediately cease using such materials upon receiving notice from us.

11.5 Online Advertising

You may not maintain a separate website, conduct e-commerce, or otherwise maintain a presence on the Internet in connection with your Franchised Business without our express written permission, which we may revoke at any time, in our sole discretion. Any website we permit you to establish will be subject to

all of your marketing and advertising requirements under this Franchise Agreement and the Franchise Operations Manual. If you wish to utilize social media or advertise online, you will follow our online policy contained in our Franchise Operations Manual. Our online policy may change as technology and the Internet changes. You may not use the Marks in any fundraising campaign, including crowdfunding. We may restrict your ability to independently market on the Internet, and we may not allow you to use any domain name, address, locator, link, metatag or search technique with words or symbols similar to the Marks.

11.6 Advisory Council

We may form, change, merge or dissolve an advisory council (“Council”) at any time, in our sole discretion, to advise us on advertising policies and to promote communications between us and all franchisees. Any such Council will be governed by bylaws that will specify that members of the Council would consist of both franchisees and franchisor representatives and will specify how members are selected, subject to any changes to such bylaws or structure we deem necessary in our sole discretion. Any Council would serve in an advisory capacity only. We may grant the Council any operation or decision-making powers we deem appropriate.

12. BRAND STANDARDS

12.1 Generally

You agree to operate your Franchised Business: (i) in a manner that will promote the goodwill of the Marks; and (ii) in full compliance with our standards and all other terms of this Franchise Agreement and the Franchise Operations Manual. Required standards exist to protect our interests in the System and the Marks, and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be in the Franchise Operations Manual or other written materials and may be periodically modified over the Term. To protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

12.2 Authorized Products and Services

The products or services offered by the Franchised Business are subject to change and we do not represent that your Franchised Business will always be permitted or required to offer all of the products or services currently offered. You agree to offer all products and services we require from time to time. You may not offer any other products or services at your Franchised Business without our prior written permission. You and we acknowledge and agree that the selection and use of any equipment and products used in connection with services provided by you to patients will be subject to your approval based on your professional judgement (as described below) For this reason, subject to the foregoing, you will ensure that you endorse and utilize the approved equipment products and services at the Clinic, so that the Franchised Business at all times offers and sells approved products and services only in the manner we have approved. If you wish to use any equipment or product other than items that we have previously approved, you will first submit a written request for our approval, which we will not unreasonably withhold if the proposed equipment or medical product meets our standards and specifications, and any applicable rules or regulations, as determined by you. We may, without obligation to do so, add, modify or delete authorized products and services, and you must do the same upon notice from us. You may incur additional expenses to offer new or remove current products or services. Our addition, modification or deletion of one or more products or services will not constitute a termination of this Franchise Agreement. You will not enter into any agreements with any third parties that can process orders for you on your behalf without our express written

permission, which we may revoke at any time, in our sole discretion. We may, but are not required to, create Onward Physical Therapy proprietary products for sale at your Franchised Business. Notwithstanding the foregoing, you will retain clinical autonomy and, at no time, will we, you or our affiliates attempt to or actually control, manage or otherwise dictate any services to be performed by any licensed personnel to any patients or otherwise attempt to control the doctor-patient relationship or practice of physical therapy.

12.3 Suppliers and Purchasing

You agree to purchase or lease all products, supplies, equipment, services, and other items specified in the Franchise Operations Manual. If required by the Franchise Operations Manual, you agree to purchase or lease certain products and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliates). You acknowledge that our right to specify the suppliers you may use, and add or remove suppliers is necessary and desirable. This right allows us to control the uniformity and quality of products and services used, sold or distributed in connection with the development and ongoing operation of your Franchised Business, maintain the confidentiality of our trade secrets, obtain discounted prices for our franchisees if we choose to do so, and protect the reputation and goodwill associated with the System and the Marks. If we receive rebates or other financial consideration from these suppliers based upon your purchases or any other of our franchisee's purchases, we have no obligation to pass these amounts on to you or to use them for your benefit. If we do not require you to use a designated source or approved supplier for a particular item, you may purchase the item from any vendor you choose so long as your purchases conform to our System and specifications. We may restrict the sourcing of current and future items. You agree to maintain an adequate inventory of all items in accordance with the Franchise Operations Manual.

If you wish to purchase any items or supplies from a supplier we have not approved or wish to offer any new product or service we have not authorized in writing, you will send us a written notice specifying the supplier's name and qualifications or product or service information and provide any additional information we request. We will approve or reject your request within 10 days after we receive your notice and all additional information (and samples) that we require. If we fail to issue our approval within the 10-day period, it will have the same effect as a rejection to the request. We may revoke approval of any supplier, product or service in our sole discretion in which case you must stop purchasing from such supplier. At the time the Clinic opens for business, you will stock the initial inventory of supplies, equipment and materials prescribed by us. Thereafter, you will stock and maintain all types of supplies, equipment and materials which we prescribe, in quantities sufficient to meet reasonably anticipated customer demand. Additionally, requirements relating to equipment and products to be used in connection with services provided to patients by you will be subject to your approval.

12.4 Equipment Maintenance and Changes

You agree to keep any equipment used in the operation of your Franchised Business in good condition and promptly replace or repair any equipment that is damaged, worn out or obsolete. We may require that you add new equipment or change, upgrade or replace your equipment, which may require you to make additional investments. You acknowledge that our ability to require franchisees to make significant changes to their equipment is critical to our ability to administer and change the System, and you agree to comply with any such required change within a reasonable time period designated by us, unless prohibited by applicable law.

12.5 Hours of Operation

We may set minimum hours and minimum days of operation in the Franchise Operations Manual that you will keep your Franchised Business open, which may change over the Term. We may require you to establish specific hours of operation and submit those hours to us for approval.

12.6 Customer Issues

You acknowledge the importance to the System and uniform standards of quality, service and customer satisfaction, and recognize the necessity of opening and operating a Franchised Business in conformity with the System. You agree to manage the Franchised Business in an ethical and honorable manner, and ensure that all those working at the Franchised Business provide courteous and professional service to customers. If you receive a customer complaint, you must promptly follow the complaint resolution process we specify to protect the goodwill associated with the Marks. Also, if we are contacted by a customer of your Franchised Business who wishes to lodge a complaint, we reserve the right to address the customer's complaint to preserve goodwill and prevent damage to the Marks.

We, or our authorized representative, will have the right, during regular business hours, or at such other times as we may mutually agree upon, to inspect all documents and records related to the Franchised Business, except those protected by HIPAA or other similar patient confidentiality laws.

12.7 Standards Compliance

You acknowledge the importance of every standard and operating procedures to the reputation and integrity of the System and the goodwill associated with the Marks.

12.8 Payment Vendors and Data Security

You will maintain, at all times, credit card relationships with the credit and debit card issuers or sponsors, check or credit verification services, financial center services, payment providers, merchant service providers, loyalty and gift cards, and electronic fund transfer systems (together, "Payment Vendors") that we may periodically designate as mandatory. The term "Payment Vendors" includes, among other things, companies that provide services for electronic payment. You agree not to use any Payment Vendor for which we have not given you our prior written approval or as to which we have revoked our earlier approval. We may modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke our approval of any service provider. You agree to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC, or any successor organization or standards we may reasonably specify. You agree to implement the enhancements, security requirements and other standards that PCI Security Standards Council, LLC (or its successor) requires of a merchant that accepts payment by credit and/or debit cards or electronic payments.

12.9 Privacy

You agree to comply with all applicable laws pertaining to the privacy of customer, patient, employee and transactional information ("Privacy Laws"). You also agree to comply with our standards and policies pertaining to Privacy Laws.

12.10 Remodeling

You will remodel and make all improvements and alterations to your Franchised Business we reasonably require from time to time to reflect our then-current image, appearance and Premises specifications. You will not cause or allow any furnishings, fixtures, equipment, signs, décor, ATM machines, vending machines, video games, juke boxes, public telephone, or other type of vending machines to be installed on the Premises without our prior approval. However, we will not be required to approve any proposed remodeling or alteration that would not conform to our then-current standards, specifications or image requirements. You agree to complete any remodel of the Premises within nine months after receiving our written request specifying the requirements.

12.11 Premises Maintenance

You agree to maintain your Premises in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations at your sole expense, to comply with our standards and specifications. Without limiting these obligations, you agree to take the following actions at your sole expense: (i) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at the intervals we may prescribe (or at such earlier times that such actions are required or advisable); and (ii) interior and exterior repair of the Premises as needed. You agree to comply with any maintenance, cleaning or facility upkeep schedule we prescribe from time to time.

13. TECHNOLOGY

13.1 Technology

You will utilize the technology, including software, computer hardware and components, point of sale system, cash register(s), communication equipment, and other related accessories or peripheral equipment (collectively, “Technology”) that we require. We may change the Technology you must use for your Franchised Business at any time. You will utilize the Technology with the Franchised Business under our policies and procedures in the Franchise Operations Manual. We may charge a Technology Fee for the use of certain technologies used in the operation of your Franchised Business. For other required Technology, you agree at your expense to use any approved supplier we require. We may change or add approved suppliers of this Technology at any time, in our sole discretion. You will, at your expense, purchase and maintain any required communication services, Internet services (including the requirement to maintain a high-speed Internet connection), dedicated telephone and power lines. You acknowledge and agree that changes to Technology are dynamic and not predictable within the Term of this Franchise Agreement. To provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we may establish, in writing, reasonable new standards for implementing Technology in the System and you agree to comply with those reasonable new standards we establish as if we periodically revised this Section for that purpose. You will keep the Technology in good maintenance and repair, and you will promptly install, at your expense, any additions, changes, modifications or substitutions to Technology, as we may specify periodically. There is no limitation on the frequency and cost of your obligation to maintain, update or upgrade your Technology or its components. You acknowledge that you are solely responsible for protecting your Franchised Business from computer viruses, bugs, failures, data breaches and attacks by hackers and other unauthorized intruders in the Technology.

13.2 Proprietary Software

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

13.3 Our Access

You will provide any assistance we require to connect to the Technology. We will have the right at any time to retrieve data and other information from your Technology as we, in our sole discretion, deem necessary or desirable, subject to applicable HIPAA and applicable privacy laws. You will ensure that we have access at all times to any Technology we request, at your cost. You must provide us with any and all requested codes, passwords and information necessary to access your Technology. You must receive our prior approval before changing such codes, passwords and other necessary information. Subject to any applicable laws pertaining to the privacy of consumer, employee, and transactional information, including but not limited to HIPAA, you agree to provide us, or designated suppliers of support services that use such data to provide services to the Franchised Business, with the reports that we may reasonably request. You agree to allow us to have independent access to the information generated or stored in your Computer System. During any periods that we have independent access, we may access the Computer System as we deem appropriate (including on a continual basis), and retrieve all information concerning your Franchised Business's operation, subject to your and our compliance with HIPAA or other applicable law relating to confidentiality of patient records. There are no contractual limitations on our right to access your Company System for information and data.

14. TRANSFER BY US

This Franchise Agreement is fully assignable by us (without prior notice to you) and will inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Franchise Agreement; provided that we will, subsequent to any such assignment, remain liable for the performance of our obligations under this Franchise Agreement up to the effective date of the assignment. You agree to accept and continue the performance of this Franchise Agreement with any assignee(s) or other legal successor(s) to our interest and recognize and agree that the assignee(s) or other legal successor(s) will be entitled to all rights and benefits as if it were the original franchisor under this Franchise Agreement. We may also delegate some or all of our obligations under this Franchise Agreement to one or more designees without assigning this Franchise Agreement.

We may change our ownership or form and/or assign this Franchise Agreement and any other agreement to a third party without restriction. After our assignment of this Franchise Agreement to a third party who expressly assumes the obligations under this Franchise Agreement, we no longer will have any performance or other obligations under this Franchise Agreement.

15. TRANSFER BY YOU

15.1 Approval

For purposes of this Franchise Agreement, “Transfer” means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree) assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of the Franchise Agreement, the Franchised Business (or any portion thereof), or a direct or indirect ownership interest in an Entity that is the franchisee (or any interest therein), including by merger or consolidation, by issuance of additional securities representing an ownership interest in the Entity that is the franchisee, or by operation of law, will or a trust upon the death of an Owner (including the laws of intestate succession).

Neither you nor any Owner may engage in any Transfer without our prior written approval. Any Transfer without our approval will be void and constitute a breach of this Franchise Agreement. Our consent to a Transfer will not constitute a waiver of any claims we may have against you or the Owners, nor will it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the Franchise Agreement by the transferee.

15.2 Our Right of First Refusal

If you or an Owner desires to engage in a Transfer, you or the Owner, as applicable, must obtain a bona-fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase the Franchised Business (our “Right of First Refusal”). If we notify you that we intend to purchase the Franchised Business within such 30-day period, you or the Owner, as applicable, must sell the Franchised Business to us on the same terms as contained in the offer you received; provided that we may substitute cash for any non-cash form of payment proposed in the offer.

We will have at least 30 additional days to conduct a due diligence review and to prepare for closing. You agree to provide us with all information and records we request about the Franchised Business, and we will have the absolute right to terminate the obligation to purchase the Franchised Business for any reason during the due diligence period. You and we will act in good faith to agree on the terms and conditions of the written offer, and closing will take place on the 61st day following our receipt of your offer. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of this Section (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after our receipt of the offer, or there is a material change in the terms of the sale, we will again have the Right of First Refusal specified in this Section. If there is any change to the terms of the sale after you submit the bona-fide, signed written offer, then you acknowledge and agree that our Right of First Refusal will restart and you must submit the new written offer to us, and you further agree that the Transfer cannot be completed until you have done so. Our Right of First Refusal is fully transferable by us to any affiliate or third party.

15.3 Transfer Conditions

We will not unreasonably withhold our approval of any proposed Transfer; provided that the following conditions are all satisfied (“Transfer Conditions”):

15.3.1 Written Notice. You have provided us with written notice of the proposed Transfer at least 45 days before the transaction. You will also submit a copy of the proposed purchase agreement together with all supporting documents and schedules between you and the proposed transferee to us for our review to ensure that the Transfer does not violate any term of this Franchise Agreement.

15.3.2 Qualified Transferee. The proposed transferee is, in our opinion, an individual of good moral character with sufficient business experience, licensure, aptitude and financial resources to own and operate a Franchised Business, and otherwise meets all of our then-applicable standards for franchisees.

15.3.3 Terms of the Sale. The purchase price and terms of the proposed transfer must not be so burdensome to the prospective transferee as to impair or threaten the future operation of the Franchised Business.

15.3.4 Monetary Obligations. All of your monetary obligations to us and our affiliates have been paid in full and you and the Owners are in full compliance with the terms of this Franchise Agreement and all other agreements with us or our affiliate(s).

15.3.5 Training. The transferee has (or if the transferee is an Entity, its owners, including the approved Responsible Owner have) successfully completed, or made arrangements to attend, the initial training program and Clinical Training.

15.3.6 Licenses and Permits. The transferee and its owners, to the extent necessary, have obtained all licenses and permits required by applicable law to own and operate the Franchised Business.

15.3.7 New Agreements. You must request that the transferee be provided with our then-current form of franchise disclosure document. You agree that we will not be liable for any representations that you or your Owners make that are inconsistent with such franchise disclosure document. The transferee and its owners sign our then-current form of franchise agreement and related documents, including, but limited to, our then-current form of Franchise Owner Agreement or other guaranty (unless we, in our sole discretion, instruct you to assign this Franchise Agreement to the transferee), except that: (i) the Term and successor term(s) will be the Term and successor term(s) remaining under this Franchise Agreement; and (ii) the transferee does not need to pay a separate initial franchise fee.

15.3.8 Transfer Fee. You will pay us a transfer fee of: 40% of the purchase price if the sale is completed within the first two years of the initial term of the Franchise Agreement; 35% of the purchase price if the sale is completed between two and five years into the initial term of the Franchise Agreement; or 30% of the purchase price if the sale is completed more than five years into the initial term of the Franchise Agreement (“Transfer Fee”). You will pay the Transfer Fee to us as follows: (i) a \$1,000 non-refundable deposit at the time of your transfer application request; and (ii) the remaining balance will be due at or before the time you complete the approved Transfer.

15.3.9 General Release. You and each of your Owners sign a general release in the form we prescribe for all known and unknown claims against us, our affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, arising before or contemporaneously with the Transfer. If the proposed transferee has any previous relationship with us or our affiliates, then the proposed transferee must also execute a general release.

15.3.10 Right of First Refusal. We do not elect to exercise our Right of First Refusal.

15.3.11 Subordination. We may, in our sole discretion, require you to enter into an agreement with us to subordinate the transferee's obligations to you to the transferee's financial obligations owed to us under the Franchise Agreement.

15.3.12 Premises. Your landlord consents to your assignment of the lease for the Premises to the transferee, or the transferee is diligently pursuing an approved substitute location within the Territory.

15.3.13 Remodel. You will remodel your Premises to comply with our then-current standards and specifications, or you obtain a written commitment from the transferee to do so.

15.3.14 Other Conditions. You and each of your Owners agree to comply with all obligations that survive the termination, expiration or Transfer of this Franchise Agreement. The transfer must be made in compliance with any laws that apply to the transfer including all laws governing the offer and sale of franchises. You or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

15.4 Transfer to an Entity

If you are an individual, you may transfer your ownership interests to an Entity provided that: (i) the Owner or Owners of the Entity are the same persons who signed this Franchise Agreement and (ii) you comply with the Transfer Conditions. Our Right of First Refusal will not apply for a Transfer conducted under this Section and you will reimburse us for all of our fees and costs, including attorney fees (in lieu of the Transfer Fee), associated with your Transfer to the Entity. In lieu of entering into a new Franchise Agreement, you must enter into any required documentation, which may include an approval of transfer agreement, a general release of claims and a Franchise Owner Agreement in the forms we prescribe.

15.5 Death or Disability

Upon the death or disability of you (if you are an individual) or of an Owner (if you are an Entity), your interest in the Franchised Business or the Owner's ownership interest in you, as applicable, must be assigned to a third party or another Owner approved by us within 180 days of such person's death or disability. For purposes of this Section, a person is deemed to have a disability only if the person has a medical or mental illness, problem or incapacity that would prevent the person from substantially complying with his or her obligations under this Franchise Agreement or otherwise operating the Franchised Business in the manner required by this Franchise Agreement and the Franchise Operations Manual for a continuous period of at least 90 consecutive calendar days, and where recovery within 90 days from the date of determination of disability is unlikely. If the parties disagree as to whether a person is disabled, the existence of disability will be determined by a licensed practicing physician selected by us, upon examination of the person; or if the person refuses to submit to an examination, then (for the purpose of this Section) the person automatically will be considered disabled as of the date of refusal. Your (or the deceased Owner's) estate or legal representative must apply to us for the right to Transfer to the next of kin within 120 calendar days after your or your Owner's death or disability. We may appoint an Interim Manager in the event the Franchised Business is negatively impacted by such death or disability of Owner.

16. INTELLECTUAL PROPERTY

16.1 Ownership and Use of Intellectual Property

For purposes of this Franchise Agreement, “Intellectual Property” means the Marks, our copyrighted materials, “Confidential Information” (defined below), the System and “Improvements” (defined below). You acknowledge that: (i) we, or our affiliates, if applicable, are the sole and exclusive owner of the Onward Physical Therapy Intellectual Property and the goodwill associated with the Marks; (ii) your right to use the Intellectual Property is derived solely from this Franchise Agreement; and (iii) your right to use the Intellectual Property is limited to a license granted by us to operate your Franchised Business during the Term pursuant to, and only in compliance with, this Franchise Agreement, the Franchise Operations Manual, and all applicable standards, specifications and operating procedures we prescribe from time to time. You may not use any of the Intellectual Property in connection with the sale of any unauthorized product or service, or in any other manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Franchise Operations Manual governing your use of the Intellectual Property. This Franchise Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property. You agree that during the Term of this Franchise Agreement and after its termination, expiration or Transfer you will not, directly or indirectly, contest our interest in the Intellectual Property.

For purposes of this Franchise Agreement, “Confidential Information” means all of our trade secrets and other proprietary information relating to the development, construction, marketing and/or operation of a Franchised Business (subject to compliance with HIPAA and other requirements); including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System, the Franchise Operations Manual, written directives and all drawings, equipment, computer and point of sale programs (and output from such programs), knowledge of the operating results and financial performance of Clinic(s) and Franchised Business(es) (subject to compliance with HIPAA and other requirements); and any other information, know-how, techniques, material and data imparted or made available by us to you.

For purposes of this Franchise Agreement, “Improvements” means any improvements or additions to the System, marketing, method of operation, or the products or services offered by a Franchised Business.

16.2 Changes to Intellectual Property

We may modify the Intellectual Property at any time in our sole and absolute discretion, including by changing the Marks, the System, our copyrights or the Confidential Information. If we modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within 30 days, at your expense. We will not be liable to you for any expenses, losses or damages you incur (including the loss of any goodwill associated with a Mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

16.3 Use of Marks

You agree to use the Marks as the sole identification of your Franchised Business; provided, however, you must identify yourself as the independent owner of your Franchised Business in the manner we prescribe. You may not use any Marks in any modified form or as part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you by this Franchise Agreement). You agree to: (i) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate,

and in the manner we prescribe to give notice of trade and service mark registrations and copyrights; and (ii) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument, or other legal obligation or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours. You agree that any use of the Marks by you and your Franchised Business will contribute and inure to our benefit.

Upon our request, you will display in a conspicuous location in your Premises, a sign containing a notice stating that your Franchised Business is owned and operated independently by you.

16.4 Use of Confidential Information

You acknowledge that you will use the Confidential Information only in operating the Franchised Business, and you will not disclose Confidential Information to others, except as expressly authorized by this Franchise Agreement. You will take all actions to preserve the confidentiality of all Confidential Information, including safeguarding access to the Franchise Operations Manual. You will not copy or permit copying of Confidential Information. Your obligations under this Section begin when you sign this Franchise Agreement and continue for trade secrets as long as they remain secret, and, for other Confidential Information, for as long as we continue to use the information in confidence (even if edited or revised) plus an additional three years afterwards. We will respond promptly and in good faith to any inquiries you have about continued protection of any Confidential Information.

Subject to HIPAA and all other applicable laws, any data you collect, create, provide or otherwise develop (including, but not limited to, customer information and Customer Lists) is (and will be) owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We license use of such data back to you, at no additional cost, solely for the Term of this Franchise Agreement and solely for your use in connection with the Franchised Business. You agree to provide us with the information we reasonably require regarding data and cybersecurity requirements. You agree to indemnify us for any loss of data, including, but not limited to, customer information resulting from a breach of such data caused, in whole or in part, by you.

The restrictions on the disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Confidential Information to an attorney, and for use of the Confidential Information in such court proceeding, so long as any document containing the Confidential Information is filed under seal and Confidential Information is not otherwise disclosed pursuant to a court order.

We do not make any representation or warranty that your use of the System and Confidential Information will not infringe on the patent, copyright or other proprietary rights of third parties. You agree that we will have no liability to you if the System and/or any Confidential Information is held not to be secret or confidential or in the event that any infringement of others' proprietary rights occurs because of your use of the System and Confidential Information.

16.5 Improvements

If you conceive of or develop any Improvements, you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval before using any such Improvements. Any Improvement we approve may be used by us and any third parties we authorize, without any obligation to pay you royalties or other fees. You must assign all rights to any such Improvement, including the right to grant sublicenses, to us or our designee, without charge. In return, we will authorize you to use any Improvements we or other franchisees develop that we authorize for general use with the operation of a Franchised Business. These obligations will survive the termination, expiration or Transfer of this Franchise Agreement.

16.6 Notification of Intellectual Property Issues

You must notify us as soon as possible, but no later than three business days of any: (i) apparent infringement of any of the Intellectual Property; (ii) challenge to your use of any of the Intellectual Property; or (iii) claim by any person of any rights in any of the Intellectual Property. You may not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding, or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

17. BRAND COVENANTS

17.1 Reason for Covenants

The covenants in this Section will be referred to as the “Brand Covenants.” You acknowledge that the System is distinctive and has been developed by us and/or our affiliates at great effort, time and expense, and that the Intellectual Property and the training and assistance we provide would not be acquired except through implementation of this Franchise Agreement. You also acknowledge that competition by you, the Owners, or persons associated with you or the Owners (including family members) could jeopardize the entire System because you and the Owners have received an advantage through knowledge of our day-to-day operations and Confidential Information related to the System. Accordingly, you and the Owners agree to comply with the Brand Covenants described in this Section to protect the Intellectual Property and our System.

17.2 Unfair Competition During the Term

For purposes of this Franchise Agreement, “Competitive Business” means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by the Franchised Business; or (ii) provides or offers to provide services the same as or similar to the type of services sold by the Franchised Business, but excludes a Franchised Business operating under a franchise agreement with us. A Competitive Business will not include ownership of up to 5% of any publicly-held company or mutual fund that owns, operates, has an interest in, or controls any business that otherwise would meet the definition of a Competitive Business.

You agree not to compete with us during the Term by engaging in any of the following activities (“Prohibited Activities”): (i) owning, operating, or having any other interest (as an owner, partner, director,

officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in any Competitive Business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); or (iii) inducing any customer of ours (or of one of our affiliates' or franchisees') to transfer their business to you or to any other person that is not then a franchisee of ours.

17.3 Unfair Competition After the Term

For purposes of this Section, the “Restricted Period” means a period of one year after the termination, expiration or Transfer of this Franchise Agreement. For purposes of this Section, the “Restricted Territory” means the geographic area within: (i) a 10-mile radius of the Franchised Business; and (ii) a ten-mile radius from all other Onward Physical Therapy businesses that are operating or under construction as of the date of the termination, expiration or Transfer of this Franchise Agreement.

During the Restricted Period, you agree that you will not engage in any Prohibited Activities within the Restricted Territory and that you will cause each of your Owners to not engage in any Prohibited Activities within the Restricted Territory. If you or any Owner engages in a Prohibited Activity within the Restricted Territory during the Restricted Period, then the Restricted Period applicable to you (and applicable to each non-compliant Owner under the Franchise Owner Agreement) will be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity.

17.4 Employees and Others

Any Franchise Manager and, if you are an Entity, any officer that does not own equity in you must sign our current System Protection Agreement. You must ensure that all of your employees, officers, directors, partners, members, independent contractors, and other persons associated with you or your Franchised Business who may have access to our Confidential Information, and who are not required to sign a System Protection Agreement, sign the Confidentiality Agreement before having access to our Confidential Information. You will use your best efforts to ensure these individuals comply with the terms of the Confidentiality Agreements and System Protection Agreements, and you will immediately notify us of any breach that comes to your attention. You will reimburse us for all expenses we incur in enforcing a Confidentiality Agreement or System Protection Agreement, including reasonable attorney fees and court costs.

17.5 Covenants Reasonable

You and we agree that of the Brand Covenants will be construed as independent of any other covenant or provision of this Franchise Agreement. It is the parties' intent that the provisions of this Section be judicially enforced to the fullest extent permissible under applicable law. If all or any portion of any Brand Covenant is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, you agree to be bound by any lesser covenant subsumed within the terms of such Brand Covenant that imposes the maximum duty permitted by law, as if the resulting Brand Covenant were separately stated in and made a part of this Section. Accordingly, the parties agree that any reduction in scope or modification of any part of the non-competition provisions contained in this Franchise Agreement will not render any other part unenforceable. You acknowledge and agree that: (i) the terms of this Franchise Agreement are reasonable both in time and in scope of geographic area; (ii) our use and enforcement of covenants similar to those described above with respect to other Onward Physical Therapy franchisees benefits you and the Owners because it prevents others from unfairly competing with your Franchised Business; and (iii) you and the Owners have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Franchise Agreement. You

hereby waive any right to challenge the terms of the Brand Covenants as being overly broad, unreasonable or otherwise unenforceable.

We have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any Brand Covenant without your consent (before or after any dispute arises), effective when we give you written notice of this reduction, and you agree to comply with any modifications to the Brand Covenants.

17.6 Breach of Covenants

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

18. INSURANCE

Before your Franchised Business first opens for business, you will obtain and provide us with proof of the types and amounts of insurance specified in this Section. You will maintain all required insurance in force during the Term of this Franchise Agreement, and you will obtain and maintain any additional or substituted insurance coverage, limits or amounts as we may periodically require. Your compliance with these insurance provisions does not relieve you of any liability under any indemnity provisions of this Franchise Agreement.

We currently require you to maintain the following insurance coverages: (1) comprehensive commercial general liability insurance in amounts of \$1,000,000 per occurrence, and \$3,000,000 aggregate, including for damages you create to rented premises in the amount of \$100,000 per occurrence, and products-completed/operations aggregate of \$3,000,000; (2) professional liability coverage for you and/or all authorized physical therapists with limits of \$1,000,000 per occurrence, and \$3,000,000 aggregate or as required by state law, whichever is greater; (3) personal and advertising injury liability insurance in the amount of \$1,000,000 per occurrence; and (4) any other insurance required by the state or locality in which the Onward Physical Therapy Franchise is located and operated, in such amounts as required by statute; and (5) other insurance coverage or specifications, as we, your state or the landlord may reasonably require.

Our insurance requirements are subject to change during the Term of this Franchise Agreement, and you agree to comply with each such change. You agree to provide us a copy of your Certificate of Insurance or other proof of coverage before opening, within ten days of any renewal of a policy, and at any other time on demand. You agree to obtain these insurance policies from insurance carriers that are licensed and admitted in the state in which you operate your Franchised Business. All insurance policies (except for employment liability insurance policies) must be endorsed to: (i) name us, any affiliate we require, and our members, officers, directors and employees as additional insureds (“Additional Insureds”); (ii) contain a waiver by the insurance carrier of all subrogation rights against us; and (iii) provide that we receive 30-

days' prior written notice of the termination, expiration, cancellation or modification of the policy. If any of your policies fail to meet these criteria, then we may disapprove the policy and you must immediately find additional coverage with an alternative carrier. Upon ten days' notice to you, we may increase the minimum protection requirement as of the renewal date of any policy and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards, or other relevant changes in circumstances. Additionally, you will purchase such extended reporting period coverage (Tail) as we may specify in the Manual. You further agree to provide us with a copy of an insurance certificate evidencing such coverage prior to: (i) the expiration of this Agreement (if the franchise rights are not being renewed); (ii) any assignment of this Agreement or of your rights under this Agreement requiring our approval; or (iii) the termination of this Agreement (provided, however, in the case of immediate termination under Section 23, you will provide us with evidence of coverage within seven days of the effective date of the termination).

19. REPORTING REQUIREMENTS

19.1 Books and Records

You agree to record all transactions and Gross Sales of your Franchised Business in the manner we specify. You agree to prepare and maintain for at least seven years after their preparation, or as long as required by applicable law, whichever is greater, complete and accurate books, records, accounts and tax returns pertaining to your Franchised Business including a list of all customers that your Franchised Business does business with and all contracts that your Franchised Business enters into. You must send us copies of your books, records, customer data and contracts within five days of our request, subject to HIPAA and other applicable law. This obligation survives the expiration, termination or Transfer of this Franchise Agreement.

19.2 Reports

You will prepare and submit other reports and information about your operations as we may request in writing or as required by the Franchise Operations Manual. You will submit all required reports in the formats and by the due dates specified in the Franchise Operations Manual. We may modify the deadline days and times for submission of all reports. If you do not submit any report by the due date, we will debit your Franchise Account a late fee of \$100 per occurrence and \$100 per week until you submit the required report. We may require, in our sole discretion, that certain reports be certified as accurate and complete by you, your owners or your chief financial officer, and that they be submitted in certain methods or formats. If requested by us, your profit and loss statements and balance sheets must be certified by a certified public accountant at your expense. You must also make your certified public accountant available and cover the cost for him or her to consult with us concerning these statements and balance sheets.

19.3 Financial and Tax Statements

You will deliver a balance sheet, profit and loss statement, statement of cash flows and explanatory footnotes prepared under generally accepted accounting principles applied on a consistent basis ("Financial Statements") to us within the time period required by the Franchise Operations Manual. You must also prepare annual Financial Statements within 30 days of the end of your fiscal year. All Financial Statements will be in the form specified by us and will conform to our standard chart of accounts as prescribed by us. We have the right to use such Financial Statements in our franchise disclosure document to make financial performance representations and to share these reports on a system-wide intranet or other similar means.

You will also provide us with complete signed copies of all state sales tax returns and state and federal income tax returns covering the operation of the Franchised Business within 30 days of filing. If you do not submit the Financial Statements or tax returns to us by the deadline, you will pay a late fee of \$100 per occurrence and \$100 per week until you submit required Financial Statements or tax returns.

19.4 Legal Compliance

You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Franchised Business. You must also operate and manage your Franchised Business in full compliance with all applicable laws, ordinances, rules and regulations, including, without limitation, HIPAA, government regulations relating to healthcare, occupational hazards, health, worker's compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You are solely responsible for complying with all federal, state and local tax laws. You also agree to timely pay all applicable federal, state and local taxes, and timely file all returns, notices and other forms required to comply with all federal, state and local tax laws in connection with the operation of the Franchised Business. It is your responsibility to make sure that you comply with all laws that are applicable to the Technology.

You must notify us in writing within three business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Franchised Business or your financial condition. You must comply with all state and local laws and regulations regarding the staffing and management of a Clinic. Nothing in this Franchise Agreement, the Franchise Operations Manual, or any related policies, procedures, or training materials shall be construed to permit or require any unlicensed individual to control, direct, or otherwise interfere with the independent clinical judgment or the delivery of physical therapy services by you or your licensed personnel. All clinical decisions must remain the sole responsibility of licensed providers in accordance with applicable state law. You will immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency involving any health or safety law, rule or regulation that reflects a claim you have failed to fully comply with the law, rule or regulation.

You agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you certify, represent and warrant that none of your property or interests is subject to being blocked under, and that you and the owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, rules, regulations, policies, lists and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or the Owners, or any blocking of your or the Owners' assets under the Anti-Terrorism Laws, will constitute good cause for immediate termination of this Franchise Agreement.

20. INSPECTION AND AUDIT

20.1 Inspections

To ensure compliance with this Franchise Agreement, we or our representatives will have the right to enter your Premises, evaluate your Franchised Business operations, and inspect or examine your books, records, accounts and tax returns, and interview personnel of the Franchised Business. Our evaluation may include observing or participating during business hours. During the course of our inspections, we and our

representatives will use reasonable efforts to minimize our interference with the operation of your Franchised Business, and you, your employees and independent contractors will cooperate and not interfere with our inspection. You consent to us accessing your Technology and retrieving any information we deem appropriate in conducting the inspection.

If any such inspection indicates any deficiency or unsatisfactory condition, including quality, cleanliness, service, health and authorized product line, we will notify you in writing of your noncompliance with the System, Franchise Operations Manual, or this Franchise Agreement and you will promptly correct or repair such deficiency or unsatisfactory condition. We may require you to take, and you agree to take, immediate corrective action, which action may include temporarily closing the Franchised Business.

20.2 Audit

We have the right to have an independent audit made of the books and financial records of your Franchised Business. You agree to fully cooperate with us and any third parties we hire to conduct the audit. Any audit will be performed at our cost and expense. However, you agree to reimburse us for the cost of the audit and inspection, including reasonable accounting, legal, travel and lodging expenses if the audit: (i) is necessitated by your failure to provide the information requested or to preserve records, or file reports as required by this Franchise Agreement; or (ii) reveals an understatement of any amount due to us by at least 3% in any week, in which case you will also pay any amount owed to us, including any related expenses and Late Fees. The audit cost reimbursements will be due ten days after invoicing. Accepting reimbursements for our audit costs does not waive our right to terminate this Franchise Agreement.

21. INDEMNITY

21.1 Your Indemnification of Us

Independent of your obligation to procure and maintain insurance, you and your Owners will indemnify, defend and hold us and our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities, and the successors, assigns, personal representatives, heirs and legatees of all of these persons or entities (collectively, the “Indemnified Parties”) harmless, to the fullest extent permitted by law, from and against all expenses, losses, payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnified Parties, including refunds, or (ii) incurred by any and all Indemnified Parties to investigate, take action, respond to or defend a matter, including investigation and trial charges, costs and expenses, fees, fees paid to professionals, attorney fees, experts’ fees, court costs, settlement amounts, judgments and costs of collection (collectively, “Losses and Expenses”), incurred by any Indemnified Parties for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, actually or allegedly, directly or indirectly, relating to, arising out of, or resulting from or in connection with: any transaction, occurrence, product or service involving the Franchised Business or this Franchise Agreement; your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees; your marketing, selling, or providing of items and services; and any breach of violation of any agreement (including this Franchise Agreement), or any law, regulation or ruling, by any act, error or omission (active or passive) of you, any party associated with you, or any of your or your affiliates’ owners, officers, directors, managers, employees, owners and agents, including when any of the Indemnified Parties is alleged or proven to be negligent.

You agree to give us notice of any action, suit, proceeding, claim, demand, inquiry or investigation described above. The Indemnified Parties will have the right, in their sole discretion to: (i) retain counsel

of their own choosing to represent them with respect to any claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such claim, including court costs and reasonable attorney fees, within ten days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorney fees.

21.2 Our Indemnification of You

Provided that you are not in default under this Franchise Agreement or any other agreement with us, we will indemnify you and hold you harmless for, from and against any and all costs and expenses incurred by you as a result of or in connection with any claim asserted against you based upon the violation of any third party's intellectual property rights caused by your use of our Marks in strict compliance with the terms of this Franchise Agreement and Franchise Operations Manual. You will promptly notify us of any such claim and fully cooperate with us in the defense of such claim.

22. TERMINATION BY YOU

You may terminate this Franchise Agreement if you are in full compliance and we breach this Franchise Agreement and fail to cure the breach within 30 days after you send us a written notice specifying the nature of the breach. You may also terminate this Franchise Agreement if you and we mutually agree, in our sole discretion, which may be withheld, in writing to terminate this Franchise Agreement. In such an event, you and we will be deemed to have waived any required notice period. If you terminate this Franchise Agreement, you must still comply with your post-termination obligations described below and all other obligations that survive the expiration or termination of this Franchise Agreement.

23. TERMINATION BY US

The rights to terminate the Franchise Agreement in the Section will be referred to as our "Termination Rights."

23.1 Automatic Termination Without Notice

You will be in default under this Franchise Agreement, and we may immediately terminate all rights granted to you by this Franchise Agreement without notice if (i) you file or cause to be filed a petition in bankruptcy or you are adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws); or (ii) you admit to your inability to meet your financial obligations as they become due, or make a disposition for the benefit of its creditors (unless prohibited by law); or (iii) a receiver or custodian (permanent or temporary) is appointed for any of your assets or property; or (iv) a final judgment in excess of \$10,000 against you remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment), except that we may provide you with additional time to satisfy the judgment if you demonstrate that you are using commercially reasonable efforts to resolve the issues related to the judgment.

23.2 Option to Terminate Without Opportunity to Cure

We may, in our sole discretion, terminate this Franchise Agreement immediately upon written notice to you, without opportunity to cure, upon the occurrence of any of the following events, each of which constitute material events of default under this Franchise Agreement.

24.2.1 Failure to Open. If you fail to open your Franchised Business within the time period required.

24.2.2 Material Misrepresentation. If you or any Owner commits any fraud or makes any material misrepresentation to us, whether occurring before or after the Effective Date.

24.2.3 Violation of Law. If you fail to maintain any required licenses, permits, or certifications to open or operate the Franchised Business, or fail to comply with any federal, state, or local law or regulation, or you operate the Franchised Business in an unsafe manner, and you do not cure or commence to cure this failure within five days after you receive notice, or if you or any of your employees fail to meet the state and local certifications or other requirements for operation and/or employment, and you fail to cure this default within ten days after you receive notice, or, alternatively, you fail to prohibit any such employees from working in the Franchised Business until the requirements are met;

24.2.4 Criminal Offense. If you or any of your Owners, officers, directors, or key employees is convicted of or pleads guilty or nolo contendere to a felony or any other crime or offense that is reasonably likely, in our sole opinion, to adversely affect our reputation, the System, or the Marks. If the crime or offense is committed by an Owner other than a Responsible Owner, then we may, in our sole discretion, terminate if such Owner fails to sell its ownership interest in the Entity to any of the other Owners within 30 days after the conviction or guilty plea, whichever first occurs.

24.2.5 Under-Reporting. If an audit or investigation discloses that you have knowingly maintained false books or records, or submitted false reports to us, or knowingly understated its Gross Sales or withheld the reporting of same, or, if, on two or more occasions in any single 24 month period, any audits or other investigations reveals an under-reporting or under-recording error of 3% or more, or on any single occasion any audit or other investigation reveals an under-reporting or under-recording of 5% or more.

24.2.6 Intellectual Property Misuse. If you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill of our rights, or you take any action which reflects unfavorably upon the operation and reputation of the Franchised Business, the System, or the “Onward Physical Therapy” brand generally. If your employees or independent contractors engage in any of the same actions described above, unless you will have exercised your best efforts to prevent such disclosures or use.

24.2.7 Health or Safety Violations. If you manage or operate your Franchised Business in a manner that presents a health or safety hazard to your customers, patients, employees or the public.

24.2.8 Abandonment. If you abandon or fail to operate your Franchised Business for three consecutive business days unless you had received our prior written authorization to do so.

24.2.9 Failure to Pay. If you fail to pay any amount owed to us or an affiliate of ours within ten days after receipt of a demand for payment.

24.2.10 Unauthorized Transfer. If you attempt to sell, Transfer, encumber or otherwise dispose of any interest in you, this Franchise Agreement or the Franchised Business in violation of Section 15 of this Franchise Agreement.

24.2.11 Brand Covenants. If you or any of your Owners violates any of the Brand Covenants.

24.2.12 License/Permits. If a regulatory authority suspends or revokes a license or permit

held by you or an Owner that is required to operate the Franchised Business, even if you or the Owner still maintain appeal rights.

24.2.13 Failure to Complete Initial Training. If your Owners fail to attend and complete the initial training program within the time period prescribed in this Franchise Agreement.

24.2.14 Repeated Defaults. If you commit a default of any obligation under this Franchise Agreement and have previously received two or more written notices of default from us within the preceding 12 months, regardless of whether any default is cured.

24.2.15 Cross Default. If we terminate any other agreement between you and us, or if any affiliate of ours terminates any agreement between you and the affiliate because of your default, except that termination of any area development agreement for failure to meet the development schedule will not be grounds for termination.

24.2.16 Franchise Owner Agreement Default. If any Owner breaches a Franchise Owner Agreement.

24.2.17 Premises Issues. If: (i) if you fail to secure a fully executed lease within the time period required; or (ii) the Premises or your assets are seized, taken over or foreclosed by a government official in the exercise of its duties, or by a creditor or lienholder provided that a final judgment against you remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or (iii) a levy of execution of attachment has been made upon the license granted by this Franchise Agreement or upon any property used in the Premises, and it is not discharged within five days of such levy or attachment; or (iv) you permit a mechanics lien to be recorded against the Premises or any equipment at the Premises which is not released within 60 days, or if any person commences any action to foreclose on the Premises or said equipment; or (v) a condemnation or transfer in lieu of condemnation has occurred; or (vi) if you default under the lease for your Premises and you do not cure the default within the cure period set forth by the landlord or your lease is otherwise terminated due to your default.

23.3 Termination with Notice and Opportunity to Cure

In addition to our Termination Rights, we may, in our sole discretion, terminate this Franchise Agreement upon 30 days' written notice if you or an Owner fails to comply with any other provision of this Franchise Agreement (including failure to comply with any provision in the Franchise Operations Manual) or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period, each of which will constitute an event of default under this Franchise Agreement. If we deliver a notice of default to you pursuant to this Section, we may suspend performance of any of our obligations under this Franchise Agreement until you fully cure the breach.

We may also terminate if our counsel advises our business model or fee structure is unlawful in your state and either you and we fail to agree on changes to business model or fee structure to make it lawful or the required changes would result in fundamental changes to this Franchise Agreement. This would be deemed a "no fault" termination and we would not impose liquidated damages, as described below.

24. TERMINATION FEE

Upon termination of this Franchise Agreement: (i) by you; or (ii) by us based on your default, during the first three years of operations, you agree to pay to us, within 15 days after the effective date of this Franchise Agreement's termination, in addition to any other amounts owed under this Franchise Agreement, a termination fee in the amount of \$25,000.

You and we acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Franchise Agreement's termination and the loss of cash flow from Royalties due to, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalties would have grown over what would have been this Franchise Agreement's remaining Term. You and we consider termination fee to be a reasonable, good faith pre-estimate of those damages.

The termination fee only covers our damages from the loss of cash flow from the Royalties. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Franchise Agreement other than the Royalty payments. You agree that the termination fee does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Franchise Agreement other than the payment of Royalties.

25. POST TERM OBLIGATIONS

The obligations contained in this Section will be referred to as your "Post Term Obligations." After the termination, expiration or Transfer of this Franchise Agreement, you agree to undertake each and every one of the obligations listed in this Section.

25.1 Cease Operations

Immediately cease to operate the Franchised Business under this Franchise Agreement and the System. You agree to not hold yourself out to the public as a present or former franchise owner of the Franchised Business.

25.2 Intellectual Property

Immediately cease to use the Intellectual Property in any manner whatsoever and not use any trademarks or trade names that may be confusingly similar to the Intellectual Property. You acknowledge and agree that any continued use of the Marks would constitute trademark infringement.

25.3 Monetary Obligations

Pay us all amounts you owe us and our affiliates.

25.4 Surviving Covenants

Comply with all covenants described in this Section and otherwise in this Franchise Agreement that apply after the expiration, termination or Transfer of this Franchise Agreement or of an ownership interest by an Owner.

25.5 Branded Items

Return all copies of the Franchise Operations Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms and any other materials bearing or containing any of the Marks, our copyrights or other identification relating to a Franchised Business, unless we allow you to Transfer such items to an approved transferee.

25.6 Technology and Data

Return all copies of any software we license to you (and delete all such software from your computer memory and storage), subject to HIPAA and other applicable privacy laws, provide us the then-current Customer Lists and contracts that your Franchised Business has entered into and transfer all login information and data from any Technology, social media accounts and email addresses from your Franchised Business.

25.7 Entity Name

Ensure that any names or registrations related to your use of the Marks are canceled.

25.8 Identifiers and Advertisements

Immediately stop using all telephone numbers, advertisements, domain names and social media accounts associated with the Franchised Business. Notify all telephone companies, listing agencies, social media companies and domain name registration companies (collectively, the “Agencies”) of the termination or expiration of your right to use the following, and immediately transfer to us: (A) the telephone numbers, accounts and/or domain names, if applicable, related to the operation of your Franchised Business; and (B) any online listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so).

25.9 Modifications

Remove all trade dress, equipment, software and property owned by us and make such modifications and alterations to the Premises that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third party using any of the inventory and equipment used in the operation of the Franchised Business; provided, however, that this subsection will not apply if your Franchised Business is transferred to an approved transferee or if we exercise our right to purchase your entire Franchised Business. If you fail to do so, you will pay us any expenses we incur to de-identify your Premises.

25.10 Customers

You will contact customers of your Franchised Business and offer such customers continued rights to use one or more Onward Physical Therapy franchises on such terms and conditions we deem appropriate, which in no event will include assumption of any then-existing liability arising or relating to those customers or act or failure to act by you or your Franchised Business.

25.11 Compliance Evidence

Provide us with written satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Franchise Agreement.

26. RIGHT TO PURCHASE

26.1 Generally

Upon the expiration or termination of this Franchise Agreement for any reason, we will have the right but not the obligation to purchase from you some or all of the assets used in the Franchised Business (“Acquired Assets”). We may exercise our option to begin this process by giving written notice to you at any time following expiration or termination up until 30 days after the later of: (a) the effective date of expiration or termination; or (b) the date you cease operating the Franchised Business (the “Specified Date”). We have the right to inspect the assets used in the Franchised Business in order to determine which we wish to acquire and any refusal by you to cooperate with our right to inspect will extend the Specified Date by an equal period. The term “Acquired Assets” means, without limitation, equipment, furnishings, fixtures, signs and inventory (non-perishable products, materials and supplies) used in the Franchised Business, all licenses necessary to operate the Franchised Business (if transferable) and the real estate fee simple or the lease or sublease for the Premises. You may not sell the information or lists to a third party. We will be entitled to have the provisions in this Section enforced by a court of competent jurisdiction should you fail to meet your obligations. We will have the unrestricted right to assign this option to purchase the Acquired Assets. We or our assignee will be entitled to all customary representations and warranties, including that the Acquired Assets are free and clear (or, if not, accurate and complete disclosure) as to: (1) ownership, condition and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of contracts and liabilities inuring to us or affecting the Acquired Assets, whether contingent or otherwise.

26.2 Purchase Price

The purchase price for the Acquired Assets (“Purchase Price”) will be their fair market value (or, for leased assets, the fair market value of the lease), determined as of the Specified Date in a manner that accounts for reasonable depreciation and condition of the Acquired Assets; provided, however, that the Purchase Price will take into account the termination of this Franchise Agreement. The Purchase Price for the Acquired Assets will not factor in the value of any trademark, service mark, or other commercial symbol used in connection with the operation of the Franchised Business, nor any goodwill or “going concern” value for the Franchised Business. We may exclude from the Acquired Assets purchased in accordance with this Section any equipment, furnishings, fixtures, signs, and inventory that are not accepted as meeting then-current standards for a Franchised Business or for which you cannot deliver a Bill of Sale in a form satisfactory to us.

If you and we cannot agree upon a fair market value, we will appoint an independent, third-party appraiser with experience appraising businesses comparable to your Franchised Business in the United States (“Qualified Appraiser”) within 30 days after the Specified Date. We will pay for 50% of the cost of this Qualified Appraiser, and you will pay the other 50% of the cost.

The Qualified Appraiser will appraise the Acquired Assets as described above (“Appraised Value”). If you agree with the Appraised Value, the Appraised Value will be the Purchase Price. If you disagree with the Appraised Value, upon written notice to us, you may hire an additional Qualified Appraiser at your expense. In such situation, the Qualified Appraiser chosen by you will appraise the Acquired Assets at fair market value determined as described above. The average of the two values provided by the Qualified Appraisers will be the Purchase Price.

26.3 Access to Franchised Business

The Qualified Appraiser will be given full access to the Franchised Business, the Premises and your books and records during customary business hours to conduct the appraisal and will value the leasehold improvements, equipment, furnishings, fixtures, signs and inventory in accordance with the standards of this Section.

26.4 Exercise of Option; Operation

Within ten days after the Purchase Price has been determined, we may fully exercise our option to purchase the Acquired Assets by notifying you of our decision in writing (“Purchase Notice”). The Purchase Price will be paid in cash or cash equivalents at the closing of the purchase (“Closing”), which will take place no later than 60 days after the date of the Purchase Notice. From the date of the Purchase Notice until Closing, you will operate the Franchised Business and maintain the Acquired Assets in the usual and ordinary course of business and maintain in full force all insurance policies required under this Franchise Agreement. Alternatively, we may require you to close the Franchised Business during that time period without removing any Acquired Assets from the Franchised Business.

26.5 Due Diligence

For a period of 30 days after the date of the Purchase Notice (“Due Diligence Period”), we will have the right to conduct such investigations as we deem necessary and appropriate. You will grant us and our representatives access to the Franchised Business and the Premises at all reasonable times for the purpose of conducting inspections of the Acquired Assets; provided that such access does not unreasonably interfere with your operations of the Franchised Business.

Prior to the end of the Due Diligence Period, we will notify you in writing of any objections that we have to any finding disclosed in any title to lien search, survey, environmental assessment or inspection. If you cannot or elect not to correct any such title defect, environmental objection or defect in the working condition of the Fixed Assets, we will have the option to either accept the condition of the Acquired Assets as they exist or rescind our option to purchase on or before the Closing.

26.6 Closing

We will have the right to set off against and reduce the Purchase Price by any and all amounts owed by you to us or our affiliates, and the amount of any encumbrances or liens against the Acquired Assets or any obligations assumed by us. If you cannot deliver clear title to all of the purchased Acquired Assets as indicated in this Section, or if there are other unresolved issues, the Closing will be accomplished through an escrow which you and we will each be responsible for paying half the cost of.

27. DISPUTE RESOLUTION

27.1 Mediation Requirement

Except for any “Litigation Exceptions” as defined below, without limiting our Termination Rights, all claims or disputes between you and us or our affiliates arising out of, or in any way relating to, this Franchise Agreement, or any of the parties’ respective rights and obligations arising out of this Franchise Agreement, will be submitted first to non-binding mediation (“Required Mediation”) prior to any litigation. Before commencing any mediation against us or our affiliates with respect to any such claim or dispute, you must

submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. Such mediation will take place in the city closest to our principal place of business (currently Charlotte, North Carolina) under the auspices of the American Arbitration Association (“AAA”), or other mediation service acceptable to us in our sole discretion, in accordance with AAA’s Commercial Mediation Procedures then in effect. You may not commence any action against us or our affiliates with respect to any such claim unless mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. The parties will each bear their own costs of mediation and will share equally the filing fee imposed by AAA and the mediator’s fees. We reserve the right to specifically enforce our right to mediation.

27.2 Litigation

If you and we cannot fully resolve and settle a dispute through Required Mediation, all unresolved issues involved in the dispute will be resolved in the appropriate federal or state court located in the city closest to our principal place of business (currently Charlotte, North Carolina).

27.3 Disputes Not Subject to Mediation

If any of the following exceptions occur, either party may immediately file a lawsuit in accordance with this Section without going through the Required Mediation (for purposes of this Franchise Agreement, the following will be referred to as the “Litigation Exceptions”): (i) any action that involves an alleged breach of any Brand Covenant; (ii) any action petitioning specific performance to enforce your use of the Marks or the System or to prevent unauthorized duplication of the Marks or the System; (iii) any action for equitable relief, including, without limitation, seeking preliminary or permanent injunctive relief, specific performance, or other relief in the nature of equity, including an action to enjoin an alleged violation or harm (or imminent risk of violation or harm) to any of our rights in the Intellectual Property, our copyrighted works, Marks, the System, or in any of our specialized training, trade secrets, or other Confidential Information, brought at any time, including prior to or during any pending mediation or arbitration proceedings; (iv) any action seeking compliance with the Post Term Obligations; or (v) any action in ejectment or for possession of any interest in real or personal property.

27.4 Venue

All disputes and claims must be mediated and, if applicable, litigated in the principal city (and court) closest to our principal place of business (currently Charlotte, North Carolina); provided that for claims brought under the Litigation Exceptions, we have the option to bring suit against you in any state or federal court within the jurisdiction where your Franchised Business is or was located, or where any of your owners lives. The parties consent to the exercise of personal jurisdiction over them by these courts, and to the propriety of venue in these courts for the purpose of this Franchise Agreement, and the parties waive any objections that they would otherwise have in this regard. Each of the parties specifically waives any defense of inconvenient forum, and waives any bond, surety, or other security that might be required of any other party with respect to venue.

27.5 Fees and Costs

If you breach any term of this Franchise Agreement or any other agreement with us or an affiliate of ours, you agree to reimburse us for all reasonable attorneys’ fees and other expenses we incur relating to such breach, regardless of whether the breach is cured prior to the commencement of any dispute resolution proceedings.

If we or you must enforce this Franchise Agreement in a judicial or arbitration proceeding, the substantially prevailing party will be entitled to reimbursement of its costs and expenses, including reasonable fees for accountants, attorneys, and expert witnesses, costs of investigations and proof of facts, court costs, travel and living expenses, and other dispute-related expenses.

If either party commences any legal action or proceeding in any court in contravention of the terms of this Section, that party will pay all costs and expenses that the other party incurs in the action or proceeding, including, without limitation, costs and attorneys' fees as described in this Section.

27.6 Jury Trial and Class Action Waiver

We and you irrevocably waive: (i) trial by jury in any proceeding or counterclaim, whether at law or equity, regardless of which party brings suit; and (ii) the right to arbitrate or litigate on a class action basis in any action, proceeding or counterclaim, whether at law or in equity, brought by either of the parties.

27.7 Limitation of Actions and Waiver of Punitive Damages

We and you agree that any legal action of any kind by a party arising out of or relating to this Franchise Agreement or a default of this Franchise Agreement must be commenced within one (1) year from the occurrence of the facts giving rise to any such claim or action or such claim or action will be barred provided, however, that the forgoing limitation will not apply where required by applicable law, to the parties indemnification obligations under this Franchise Agreement or to the Litigation Exceptions. You and we, for yourselves, ourselves and on behalf of the Owners respectively, hereby waive to the fullest extent permitted by applicable law, any right to, or claim for, punitive or exemplary damages against the other, and agree that except to the extent provided to the contrary in this Franchise Agreement, in the event of a dispute you and we will each be limited to recovering only the actual damages proven to be sustained in any legal action of any kind.

27.8 Confidentiality

Except as required by applicable law, including the required disclosure in our franchise disclosure document, the entire mediation, litigation, or any agreed to arbitration proceedings and related documents are confidential. Except as necessary to enforce the decision of a mediator or arbitrator, all conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of any mediation or arbitration by any of the parties, their agents, employees or representatives and by a mediator or arbitrator, are confidential. These matters will not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding involving the parties, and will not be disclosed to anyone who is not an agent, employee, expert witness, or representative for any of the parties; however, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in mediation or arbitration.

27.9 Acknowledgment

The parties acknowledge that nothing herein will delay or otherwise limit our Termination Rights. A notice or request for mediation will have no effect on the status of any demand for performance or notice of termination under this Franchise Agreement.

27.10 Survival

We and you agree that the provisions of this Section will continue to apply following the termination, expiration, Transfer or non-renewal of this Franchise Agreement. You agree to fully perform all obligations under this Franchise Agreement during the entire mediation or litigation process.

28. SECURITY INTEREST

You grant to us a security interest (“Security Interest”) in all of the furniture, fixtures, equipment, signage and real estate (including your interests under all real property and personal property leases and all improvements to real estate) of the Franchised Business, together with all similar property now owned or hereafter acquired, including additions, substitutions, replacements, proceeds and products thereof, wherever located, used in connection with the Franchised Business.

You may not grant a security interest in the Franchised Business or in any of your assets without our prior written consent, which will not be unreasonably withheld. We may take a subordinate position in the security interest if a Small Business Administration-participating or third-party lender requires a first or senior lien, and the appropriate subordination documentation is executed by all parties. This security interest will be security for any and all Royalties, damages, expenses or other sums owed to us hereunder and for any other amounts you owe to us. You agree to execute any documents, including but not limited to, a UCC-1 (or replacements or extensions for the UCC-1) that we reasonably believe to be necessary to perfect said security interest prior to the opening of the Franchised Business, and hereby appoint us as its attorney-in-fact for the purpose of executing such documents should you fail to do so. Except with respect to your sales of inventory in the ordinary course of business, you will not sell, transfer, lease, sublease, assign, remove, waste, destroy, encumber or relocate any of the property described herein as subject to our security interest. Further, you will take no other action which interferes with our security interest in said property, unless and until we release our security interest in the same.

29. GENERAL PROVISIONS

29.1 Governing Law

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

29.2 Relationship of the Parties

You understand that you are an independent contractor and are not authorized to make any contract, agreement, warranty or representation or create any obligation on our behalf under this Franchise Agreement. You understand and agree that nothing in this Franchise Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Franchised Business. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Neither we nor you are permitted to make any express

or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other, or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Franchise Agreement. You further agree that fulfillment of any and all of our obligations written in the Franchise Agreement, or based on any oral communications which may be ruled to be binding in a court of law, will be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us will be personally liable to you for any reason.

29.3 Severability and Substitution

Each section, subsection, term and provision of this Franchise Agreement, and any portion thereof, is considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Franchise Agreement, the terms or conditions required by such law will govern to the extent of the inconsistency and supersede the conflicting provision of this Franchise Agreement. If a court concludes that any promise or covenant in this Franchise Agreement is unreasonable and unenforceable, including without limitation, the Brand Covenants: (i) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (ii) we may unilaterally modify such promise or covenant to make such promise or covenant enforceable and consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate your obligations under the Franchise Agreement to the fullest extent permitted by law), and you agree to be bound by the modified provisions.

29.4 Waivers

We and you may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us will apply only to the specifically waived provisions and will not affect any other rights we may have. We and you will not be deemed to have waived or impaired any right, power or option reserved by this Franchise Agreement (including the right to demand exact compliance with every term, condition and covenant in this Franchise Agreement, or to declare any breach of this Franchise Agreement to be a default, and to terminate the Franchise Agreement before the expiration of its Term) by virtue of: (i) any custom or practice of the parties that varies with the terms of this Franchise Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Franchise Agreement or to insist upon exact compliance by the other with its obligations under this Franchise Agreement, including any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other Onward Physical Therapy franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Franchise Agreement.

29.5 Approvals

Whenever this Franchise Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Franchise Agreement, if we fail to approve any request for approval within the required period of time, we will be deemed to have denied your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. Except where this Franchise Agreement states that we may not unreasonably withhold our approval or consent, we may withhold such approval or consent, in our sole discretion. You are not entitled to any other relief or damages for our denial of approval.

29.6 Force Majeure

No party will be liable for any loss or damage that arises directly or indirectly through or as a result of any failure or delay in the fulfilment its obligations in whole or in part (other than the payment of money as may be owed by a party) under this Franchise Agreement where the delay or failure is due to Force Majeure. In the event of Force Majeure, the parties will be relieved of their respective obligations only to the extent each party, respectively, is prevented or delayed in performing its obligations during the period of Force Majeure. As used in this Franchise Agreement, the term “Force Majeure” will mean any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government and any other similar cause which is beyond the party’s control and cannot be overcome by use of normal commercial measures. The party whose performance is affected by an event of Force Majeure will give prompt notice of such event to the other party, which in no case will be more than 48 hours after the event, and provide them with the information regarding the nature of the event and its estimated duration. The affected party will provide the other party with periodic reports regarding the status and progress of the Force Majeure event. Each party must use its best efforts to mitigate the effect of the event of Force Majeure upon its performance of the Agreement and to fulfill its obligations under the Franchise Agreement.

Upon completion of a Force Majeure event, the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Franchise Agreement. Any delay resulting from an event of Force Majeure will extend performance accordingly or excuse performance (other than payment of money), in whole or in part, only to the extent reasonable under the circumstances. However, in the event the Force Majeure continues for a period of six months or more, then the unaffected party may, at its option, terminate this Franchise Agreement by 30 days prior written notice to the party asserting such Force Majeure. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under the Franchise Agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure will not affect your obligations to comply with any restrictive covenants in this Franchise Agreement during or after the Force Majeure event.

29.7 Delegation

We have the right in our sole and absolute discretion to delegate to third party designees, whether these designees are our agents or independent contractors with whom we have contracted the performance of any portion or all of our obligations under this Franchise Agreement, and any right that we have under this Franchise Agreement. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Franchise Agreement.

29.8 Binding Effect

This Franchise Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Franchise Agreement is binding upon the parties to this Franchise Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Franchise Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Franchise Agreement; provided, however, that the Additional Insureds and the Indemnified Parties are intended third party beneficiaries under this Franchise Agreement with respect to indemnification obligations of the franchisee.

29.9 Integration

This Franchise Agreement constitutes the entire agreement between the parties and may not be changed except by a written document signed by both parties. Any email correspondence or other form of informal electronic communication will not be deemed to modify this Franchise Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Franchise Agreement. The attachment(s) are part of this Franchise Agreement, which, together with any amendments or addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Franchise Agreement. No provision herein expressly identifying any term or breach of this Franchise Agreement as material will be construed to imply that any other term or breach which is not so identified is not material. As referenced above, all mandatory provisions of the Franchise Operations Manual are part of this Franchise Agreement; however, notwithstanding the foregoing, we may modify the Franchise Operations Manual at any time.

Agreements between the parties and any representations made before entering into this Franchise Agreement are not enforceable, unless they are specifically contained in this Franchise Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, and serves to show that there is no intention to enter into contract relations other than the terms contained in this Franchise Agreement. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Franchise Agreement, would affect the economic terms of this bargain. Nothing in this Franchise Agreement is intended to disclaim any of the representations we made in the franchise disclosure document.

29.10 Covenant of Good Faith

If applicable law implies a covenant of good faith and fair dealing in this Franchise Agreement, the parties agree that the covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Franchise Agreement. Additionally, if applicable law will imply the covenant, you agree that: (i) this Franchise Agreement (and the relationship of the parties that is inherent in this Franchise Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Franchise Agreement that may favorably or adversely affect your interests; (ii) we will use our judgment in exercising that discretion based on our general assessment of our own interests and balancing those interests against the general interests of our franchisees (including ourselves and our affiliates if applicable), and not based on your or any other franchisee's specific individual interests; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation will substitute its judgment for our judgment so exercised.

29.11 Cumulative Rights

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

29.12 Survival

All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Franchise Agreement (or the Transfer of an ownership interest in the Franchised Business) will continue in full force and effect, even after the termination, expiration or Transfer of the Franchise Agreement, until they are fully satisfied or expire by their own terms.

29.13 Construction

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

29.14 Time is of the Essence

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

29.15 Notice

All notices given under this Franchise Agreement must be in writing, delivered by hand, email (to the last email address provided by the recipient), or certified mail or delivered by a recognized courier service, receipt acknowledged, to the following addresses (which may be changed upon ten business days' prior written notice):

You: As set forth on Attachment A (“Franchisee Notice Address”)

Us: 529 W. Summit Ave. Suite 1B
Charlotte, NC 28203

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

(Signature page follows)

The parties to this Franchise Agreement have executed this Franchise Agreement effective as of the Effective Date set forth in Attachment A.

FRANCHISOR:

ONWARD PHYSICAL THERAPY, LLC,
a North Carolina limited liability company

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company /
partnership / corporation]

Sign: _____

Sign: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Or if Franchisee is an individual(s)

Printed Name: _____

Printed Name: _____

Printed Name: _____

ATTACHMENT A
TO THE FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

1. **Effective Date.** The Effective Date of the Franchise Agreement is: _____, 20__.

2. **Franchisee.** The Franchisee identified in the introductory paragraph of the Franchise Agreement is: _____

3. **Notice Address.** Franchisee Notice Address is:

Attn: _____

4. **Franchise Type.** Under this Franchise Agreement, the Franchisee is operating the Franchised Business as a:

_____ Standard Franchise (no existing physical therapy business).

_____ Conversion Franchise and will sign a Conversion Addendum.

5. **Territory:** (check one)

_____ Subject to final approval of the location of the Franchised Business, the parties intend that the Franchised Business will have a Territory, which will be set forth in Attachment A-1. We will present you with the Territory upon the identification of the site for the Franchised Business. If you do not wish to accept the Territory, you may choose another site location and we will present you with another Territory based on the site selected.

_____ You and we have mutually agreed upon a Territory indicated in Attachment A-1. You acknowledge that the Territory is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

6. **Location.** If a particular site for the Premises has been selected and approved at the time of the signing of this Franchise Agreement, it will be entered in Attachment A-1 as the Premises location, and the Territory will be as listed in Attachment A-1, if applicable. If a particular site has not been selected and approved at the time of the signing of this Franchise Agreement, once we have approved a location for your Premises, you and we will execute Attachment A-1.

(Signature page follows)

FRANCHISOR:

ONWARD PHYSICAL THERAPY, LLC,
a North Carolina limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company /
partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Printed Name: _____

Printed Name: _____

Printed Name: _____

ATTACHMENT A-1
TO THE FRANCHISE AGREEMENT

PREMISES AND TERRITORY

You have received acceptance for site location for the Premises that satisfies the demographics and location requirements minimally necessary for a Premises and that meets our minimum current standards and specifications for the buildout, interior design, layout, floor plan, signs, designs, color and décor of a Premises. You acknowledge that our acceptance of the site location for the Premises is in no way a representation by us that your site will be successful. You and we have mutually agreed upon a Territory based on the site for the Premises which is indicated below. You acknowledge that the Territory is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

Location for the Premises:

The Premises for your Franchised Business as provided in Section 2 of the Franchise Agreement is:

Territory (select one):

You and we have mutually agreed upon a Territory based on the site for the Premises which is indicated below:

- Level 1 Territory (Type 1 or Type 2 Franchise)
- Level 2 Territory (Type 2 Franchise)
- Level 3 Territory (Type 2 Franchise)

(Signature page follows)

FRANCHISOR:

ONWARD PHYSICAL THERAPY, LLC,
a North Carolina limited liability company

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE:

[INSERT NAME OF FRANCHISEE]
a(n) [state] [limited liability company /
partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Franchisee is an individual(s)

Sign: _____
individually

Printed Name: _____

Sign: _____
individually

Printed Name: _____

ATTACHMENT B
TO THE FRANCHISE AGREEMENT
STATEMENT OF OWNERSHIP

Franchisee: _____

**Form of Ownership
(Check One)**

____ Individual(s) ____ Partnership ____ Corporation ____ Limited Liability Company

INSTRUCTIONS: If the franchisee is an individual (or individuals), please complete Section I below only. If the franchisee is a business entity, please complete Sections II and III below.

SECTION I (For Individual(s)*):

| Name | Address |
|------|---------|
| | |
| | |
| | |

*If you plan to operate your Franchised Business through a business entity in the future, you will need to notify us, transfer this Franchise Agreement to the Entity, and sign all of our transfer documents.

SECTION II (For Entities):

A. State and date of Formation/Incorporation: _____

B. Management (managers, officers, board of directors, etc.):

| Name | Title |
|------|-------|
| | |
| | |
| | |
| | |

C. Owners (Members, Stockholders, Partners):**

Please include each person who is a direct and indirect owner of franchisee (attach additional sheets if necessary). If any of the owners are also business entities, please list the owners of each of those business entities also.

| Name | Address | Percentage Owned |
|------|---------|------------------|
| | | |
| | | |
| | | |
| | | |

**If any members, stockholders or partners are entities, please list the owners of such entities up through the individuals.

SECTION III (For Entities):

Identification of Responsible Owner. Your Responsible Owner is _____
_____.

This form is current and complete as of _____, 20__.

FRANCHISEE:

a(n) _____

Sign: _____

Printed Name: _____

Title: _____

ATTACHMENT C
TO THE FRANCHISE AGREEMENT
OWNERS AGREEMENT

As a condition to the granting by Onward Physical Therapy, LLC (“we” or “us”) of a franchise agreement with _____ (“Franchisee”), each of the undersigned individuals (“Owners”), who constitute all of the owners of a direct or indirect beneficial interest in Franchisee, covenant and agree to be bound by this Owners Agreement (“Franchise Owner Agreement”).

1. Acknowledgments.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of _____, 20__ (“Franchise Agreement”). Capitalized words not defined in this Franchise Owner Agreement will have the same meanings ascribed to them in the Franchise Agreement.

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

2. Non-Disclosure and Protection of Confidential Information.

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

2.2 Immediate Family Members. Owners acknowledge that they could circumvent the purpose of Section 2.1 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.1 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

3. Covenant Not to Compete.

3.1 Non-Competition During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures, and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition both during the term of the Franchise Agreement and following the expiration, termination or transfer of the Franchise Agreement are hereby incorporated into this Franchise Owner Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Franchise Owner Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Franchise Owner Agreement as we may seek against Franchisee under the Franchise Agreement. Notwithstanding the above, if any member of your immediate family owns, operates, or has any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business at the time you sign this Owners Agreement, we will allow that immediate family member to continue such involvement, provided you: (i) provide us notice and information we may require prior to signing this Owners Agreement; and (ii) fully comply with all other provisions of this Owners Agreement, including but not limited to requirements regarding the Know-how and Prohibited Activities.

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

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

4. Continuing Guarantee.

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

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

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

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we are not obligated to exhaust all remedy (whether legal or equitable) against or pursue relief from the Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Franchise Owner Agreement. The enforcement of Owners' obligations can take place before, after, or simultaneously with the enforcement of any of the Franchisee's debts or obligations under the Franchise Agreement.

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

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

4.7 Waiver of Acceptance, Default and Defenses. Owners waive: (i) acceptance and notice of acceptance by us of the forgoing undertakings; (b) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; and (c) any and all other notices and legal or equitable defenses, right of setoff, claim or counterclaim whatsoever to which they may be entitled at any time hereunder.

4.8 Continuing Nature. Owners agree that each of the obligations in this Section 4 will be continuing and will not be discharged by: (i) the insolvency of Franchisee or the payment in full of all of the obligations at any time; (ii) the power or authority or lack thereof of Franchisee to incur the obligations; (iii) the validity or invalidity of any of the obligations; (iv) the existence or non-existence of Franchisee as a legal entity; (v) any statute of limitations affecting the liability of Owners or the ability of us to enforce this Franchise Owner Agreement or the obligations; or (vi) any right of offset, counterclaim or defense of any Owner, including, without limitation, those which have been waived by Owners pursuant to this Franchise Owners Agreement.

5. Transfers. Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources, and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that attempting to Transfer an interest in the Franchisee without our express written consent, except those situations provided in the Franchise Agreement where our consent is not required, will be a breach of this Franchise Owner Agreement and the Franchise Agreement. We may, from time to time, without notice to Owners, assign or transfer any or all of Owners' rights, duties and obligations or any interest therein in this Owners Agreement and, notwithstanding any assignment(s) or transfer(s), the rights, duties and obligations will be and remain for the purpose of this Owners Agreement. Each and every immediate and successive assignee or transferee of any of the rights, duties or obligations of any interest therein will, to the extent of such party's interest in the rights duties and/or obligations, be entitled to the benefits of this Owners Agreement to the same extent as if such assignee or transferee were us.

6. Notices.

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

6.2 Notice Addresses. Our current address for all communications under this Franchise Owner Agreement is:

Onward Physical Therapy, LLC
529 W. Summit Ave. Suite 1B
Charlotte, NC 28203

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

7. Enforcement of This Franchise Owner Agreement.

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

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

7.3 Equitable Remedies. Owners acknowledge and agree that the covenants and obligations of the Owners relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants and obligations will cause us irreparable injury for which adequate remedies are not available at law. Therefore, Owners agree that we will be entitled to an injunction, restraining order or such other equitable relief (without the requirement to post bond) as a court of competent jurisdiction may deem necessary or appropriate to restrain Owners from committing any violation of the covenants and obligations contained in this Franchise Owner Agreement. If equitable relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If equitable relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

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

8.2 Severability. Each provision of this Franchise Owner Agreement, and any portions thereof, will be considered severable. If any provision of this Franchise Owner Agreement or the application of any provision to any person, property, or circumstances is determined by a court of competent

jurisdiction to be invalid or unenforceable, the remainder of this Franchise Owner Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement to the fullest extent permitted by law), and the parties agree to be bound by the modified provisions.

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

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Franchise Owner Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Franchise Owner Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Franchise Owner Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

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

8.6 Successors. References to "Franchisor," "Owners," "the undersigned," or "you" include the respective parties' heirs, successors, assigns, or transferees.

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

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

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

(Signature page follows)

IN WITNESS WHEREOF, the parties have entered into this Franchise Owner Agreement as of the Effective Date of the Franchise Agreement.

OWNER(S):

Sign: _____

Printed Name: [Insert Name of Owner]

Address: [Insert Address of Owner]

Sign: _____

Printed Name: [Insert Name of Owner]

Address: [Insert Address of Owner]

Sign: _____

Printed Name: [Insert Name of Owner]

Address: [Insert Address of Owner]

OPT Form Owners Agreement 093025

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

EXHIBIT D



**ONWARD PHYSICAL THERAPY, LLC
AREA DEVELOPMENT AGREEMENT**

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ATTACHMENTS:

- Attachment A Data Sheet
- Attachment B Development Schedule
- Attachment C Statement of Ownership

ONWARD PHYSICAL THERAPY, LLC

AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT (“Area Development Agreement”) is made and entered into by and between Onward Physical Therapy, LLC, a North Carolina limited liability company (“we,” “us,” or “our”), and the area developer identified in Attachment A to this Area Development Agreement (“you” or “your”) as of the date specified as the “Effective Date” in Attachment A to this Area Development Agreement. If more than one person or entity is listed as Area Developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

WITNESSETH:

WHEREAS, we offer franchise rights relating to the establishment, development, and operation of businesses (“Onward Physical Therapy Franchise(s)”) that operate businesses providing Comprehensive physical therapy services to individuals by doctoral-trained and licensed physical therapists (“Onward Physical Therapy Business(es)”);

WHEREAS, in addition to this Area Development Agreement, you and we have entered into a franchise agreement (the “Initial Franchise Agreement”) for the right to establish and operate a single Onward Physical Therapy Business (the “Initial Business”); and

WHEREAS, you desire to purchase an option to establish and operate multiple Onward Physical Therapy Franchises within the territory described in Attachment A (“Development Territory”), under the development schedule described in Attachment B (“Development Schedule”) and pursuant to the terms and conditions of this Area Development Agreement.

NOW, THEREFORE, in consideration for the promises, rights and obligations set forth in this Area Development Agreement, the parties mutually agree as follows:

1. GRANT

1.1 We hereby grant to you the right to establish and operate the number of Onward Physical Therapy Franchises indicated in Section 1 of Attachment B within the Development Territory described in Attachment A. Each Onward Physical Therapy Franchise shall be operated according to the terms of our then-current form of individual franchise agreement which may contain materially different terms from the Initial Franchise Agreement.

1.2 If you comply with the terms of this Area Development Agreement, including but not limited to the Development Schedule, the individual franchise agreements entered into as a part of this Area Development Agreement, and any other agreements entered into with us or our affiliates, then we will not directly or indirectly cause or allow other Onward Physical Therapy Franchises to be franchised or licensed in the Development Territory during the Term of this Area Development Agreement. You acknowledge that you may not develop an Onward Physical Therapy Franchise that infringes on the territorial rights of existing Onward Physical Therapy Franchises. We and our affiliates have the right to operate, and to license others to operate, Onward Physical Therapy Businesses at any location outside the Development Territory, even if doing so could affect your operation of any of your Onward Physical Therapy Businesses.

We and our affiliates, and any other authorized person or entity (including any other Onward Physical Therapy Franchise), reserve the right at any time, conduct any other type of activities within your Development Territory that we and our affiliates are permitted to conduct under the Initial Franchise Agreement and any subsequent franchise agreements. We also retain the right, for ourselves, our affiliates, and any other authorized person or entity (including any other Onward Physical Therapy Franchises), to act in the manner permitted in any franchise agreement.

We reserve all rights not expressly granted to you, including the right for ourselves and our affiliates to engage in any other business activities not expressly prohibited by this Area Development Agreement. This includes, but is not limited to, the right to:

(a) to own, franchise or operate Onward Physical Therapy Businesses at any location outside of the Development Territory, regardless of the proximity to your Onward Physical Therapy Businesses, even if doing so will or might affect your operation of Onward Physical Therapy Businesses;

(b) to use the Onward Physical Therapy trademarks (the “Marks”) and system (the “System”) to sell any products or services similar to those which you will sell, through any alternate channels of distribution within or outside of the Development Territory (even if these businesses compete with you). This includes, but is not limited to, other channels of distribution such as television, catalog sales, wholesale to unrelated retail outlets or over the Internet. We reserve the Internet as a channel of distribution for us; however, you may independently market on the Internet or conduct e-commerce provided you comply with any on-line policy we may have;

(c) to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering products similar to those offered by Onward Physical Therapy Businesses, at any location, including within the Development Territory, which may be similar to or different from the Onward Physical Therapy Business(es) operated by you;

(d) to engage in any transaction, including to purchase or be purchased by, merge or combine with, to convert to the System or be converted into a new system with any business whether franchised or corporately owned, including a business that competes directly with your Onward Physical Therapy Business, whether located inside or outside the Development Territory, provided that any businesses located inside your Development Territory will not operate under the Marks; and

(e) to implement multi-area marketing programs, which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within the Development Territory. We do not pay compensation for soliciting or accepting orders inside the Development Territory.

Upon the expiration or termination of this Area Development Agreement, you shall have no further right to construct, equip, own, open or operate additional Onward Physical Therapy Franchises which are not, at the time of such termination or expiration, the subject of a then-existing franchise agreement between you (or an affiliate of you) and us, which is then in full force and effect.

1.3 This Area Development Agreement is not a franchise agreement and does not grant you the right to use the Marks or System in any manner. Each Onward Physical Therapy Franchise will be

governed by the individual franchise agreement signed by you or your affiliate and us for each Onward Physical Therapy Business.

1.4 You must own at least a 51% equity interest in any legal entity that develops or operates each Onward Physical Therapy Business developed under this Area Development Agreement. You shall identify all of your equity owners by completing the “Statement of Ownership” attached to this Area Development Agreement as Attachment C. You agree to execute an updated form of Attachment C within ten business days of any change in the equity ownership of you. The failure of you to provide us with an updated Attachment C within the time frame specified in this Section 1.4 shall constitute a default of this Area Development Agreement.

2. TERM

Unless it is terminated due to default as provided in Section 8, the term of this Area Development Agreement will expire on the earlier to the following: (a) the termination date listed on Section 2 of Attachment B; or (b) completion of the obligations of the Development Schedule. Upon expiration or termination of this Area Development Agreement, the only territorial protections that you will retain are those under each individual franchise agreement. During the term of this Area Development Agreement (and following termination of this Area Development Agreement), you shall be subject to all confidentiality and non-compete provisions contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates.

3. DEVELOPMENT FEE

We do not charge an initial “development fee” for the right to establish and operate Onward Physical Therapy Franchises granted under this Area Development Agreement.

4. MANNER FOR EXERCISING DEVELOPMENT RIGHTS

In order to exercise your development rights under this Area Development Agreement, you must enter into separate franchise agreements for each Onward Physical Therapy Franchise to be developed under this Area Development Agreement. The Initial Franchise Agreement shall be executed and delivered concurrently with the execution and delivery of this Area Development Agreement. All subsequent Onward Physical Therapy Franchises developed under this Area Development Agreement shall be established and operated pursuant to the form of franchise agreement and ancillary documents then being used by us for a Onward Physical Therapy Franchise. You acknowledge that the then-current form of franchise agreement may differ from the Initial Franchise Agreement. You may not exercise any development rights under this Area Development Agreement while you are in default of any other agreement with us, including any franchise agreement.

5. DEVELOPMENT SCHEDULE

5.1 Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4 and according to the Development Schedule set forth in Attachment B, which designates the number of Onward Physical Therapy Businesses that must be opened in the Development Territory prior to the expiration of each of the designated development periods (“Development Periods”).

5.2 During any Development Period, you may, upon reasonable prior written notice to us and compliance with this Area Development Agreement and our then-current franchise agreement, develop more than the number of Onward Physical Therapy Businesses than you are required to develop during

that Development Period by opening multiple Onward Physical Therapy Businesses during a single Development Period. We must acknowledge your notice of intent and provide you with our then-current Franchise Disclosure Document before you may proceed. Any Onward Physical Therapy Businesses opened during a Development Period in excess of the minimum number to be opened prior to expiration of that Development Period shall be applied to satisfy your development obligation during the next succeeding Development Period. You are not permitted to develop more than the total number of Onward Physical Therapy Franchises permitted under the Development Schedule.

5.3 You shall open each Onward Physical Therapy Business in accordance with the terms of the franchise agreement and in accordance with the Development Schedule set forth in Attachment B. You shall execute a franchise agreement for each Onward Physical Therapy Business you open under this Area Development Agreement.

5.4 Your first failure to adhere to the Development Schedule shall result in a loss of the territorial rights granted in this Area Development Agreement. Failure by you to adhere to the Development Schedule on two or more occasions shall constitute an event of default under this Area Development Agreement, for which we may exercise our rights under Section 8.1 of this Area Development Agreement.

5.5 If we are not legally able to deliver a Franchise Disclosure Document to you by reason of any lapse or expiration of our franchise registration, or because we are in the process of amending any such registration, or for any reason beyond our reasonable control, we may delay acceptance of the site for your proposed Onward Physical Therapy Franchise, or delivery of a franchise agreement, until such time as we are legally able to deliver a Franchise Disclosure Document. Your Development Schedule would be equally extended by such delay.

6. LOCATION OF ONWARD PHYSICAL THERAPY BUSINESSES

The location of each Onward Physical Therapy Business shall be selected by you and approved by us in accordance with the terms set forth in each franchise agreement signed by you, within the Development Territory.

7. FRANCHISE AGREEMENT

You shall not commence construction on or open any Onward Physical Therapy Business until, among other things, the individual franchise agreement for that Onward Physical Therapy Franchise has been signed by both you and us.

8. DEFAULT AND TERMINATION

8.1 You will be in default of this Area Development Agreement if you (or your affiliate(s)): (a) fail to comply with the Development Schedule; (b) fail to perform any of your obligations under this Area Development Agreement or any individual franchise agreement; or (c) fail to comply with the transfer provisions contained in this Area Development Agreement. Upon default, we shall have the right, at our option, and in our sole discretion, to do any or all of the following:

- (a) terminate this Area Development Agreement;
- (b) reduce the size of your Development Territory;

- (c) permit you to extend the Development Schedule; or
- (d) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

8.2 Upon the death or Permanent Disability (as defined below) of you or any equity owner of you (if you are an entity) or of your Responsible Owner (as defined below), we shall allow a period of up to 180 days after such death or Permanent Disability for his or her heirs, personal representatives or conservators (the “Heirs”) to seek and obtain our consent to the assignment of his or her rights and interests in this Area Development Agreement (or the assignment of his or her equity and voting power) to another equity owner or third-party approved by us. If, within said 180-day period, said Heir(s) fail to receive our consent or to effect such consent to assignment, then we shall have the right to immediately terminate this Area Development Agreement. We may withhold or grant such consent in our sole discretion. For purposes of this Section 8.2, a “Permanent Disability” shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Area Development Agreement or in the guaranty made part of this Area Development Agreement for at least 90 consecutive days, and from which condition recovery within 90 days from the date of determination of disability is unlikely. If the parties disagree as to whether a person is disabled, a licensed practicing physician selected by us will examine the person and determine if he or she has a Permanent Disability. If the person refuses to submit to an examination, such person shall automatically be deemed Permanently Disabled as of the date of such refusal for the purpose of this Section 8.2. The costs of any examination required by this Section 8.2 shall be paid by us. Upon the death or claim of Permanent Disability of you or any Responsible Owner, you or your representative must notify us of such death or claim of Permanent Disability within 15 days. The Heirs must request our approval for the right to transfer to the next of kin within 120 calendar days after the death or disability. The “Responsible Owner” means the individual that you designate, and we approve who is primarily responsible for communicating with us about any of your Onward Physical Therapy Business(es) and all matters related to this Area Development Agreement.

8.3 In addition, if any individual franchise agreement signed by you or your affiliate, whether or not signed under to this Area Development Agreement, is terminated for any reason, we shall have the right to terminate this Area Development Agreement on immediate written notice to you. Upon termination or expiration of the term of this Area Development Agreement, we shall have the right to open, or license others to open, Onward Physical Therapy Businesses within the Development Territory (subject to the territorial rights granted, if any, for any then-existing Onward Physical Therapy franchise agreements); and you shall be subject to all confidentiality and non-competition covenants contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates. For purposes of this Section 8.2, any franchise agreement signed by us and you or your approved affiliates, or any corporation, partnership or joint venture, or their affiliates, in which you or any stockholder, partner or joint venturer of you has any direct or indirect ownership or participation interest shall be deemed a franchise agreement issued to you.

8.4 In the event of a default by you, all of our costs and expenses arising from such default, including reasonable accountant fees, attorney fees and administrative fees shall be paid to us by you within five days after cure or upon demand by us if such default is not cured. You will remain bound by all franchise agreements.

9. ASSIGNMENT

9.1 We shall have the absolute right to transfer or assign all or any part of our rights or obligations hereunder to any person or legal entity which assumes our obligation under this Area Development Agreement and we shall thereby be released from any and all further liability to you.

9.2 You may not assign this Area Development Agreement or any rights to the Development Territory except in compliance with Section 8.2. The provisions of this Section shall not restrict you from transferring an open and operating Onward Physical Therapy Franchise in compliance with the assignment provisions contained in such franchise agreement.

10. FORCE MAJEURE

In the event that you are unable to comply with the Development Schedule due to strike, riot, civil disorder, war, epidemic, fire, natural catastrophe or other similar events which are beyond your control and cannot be overcome by use of reasonable commercial measures (“Force Majeure”), and upon notice to us, the Development Schedule and this Area Development Agreement shall be extended for a corresponding period, not to exceed 90 days. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under this Area Development Agreement or any franchise agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants in this Area Development Agreement during or after the Force Majeure event.

11. ENTIRE AGREEMENT

This Area Development Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Area Development Agreement constitutes the entire understanding of the parties with respect to the development of the Development Territory, and shall not be modified except by a written agreement signed by the parties. However, nothing in this Area Development Agreement or any related agreement is intended to disclaim our representations made in the Franchise Disclosure Document. Where this Area Development Agreement and any franchise agreement between the parties conflicts with respect to the payment terms of development fees or equity interests held by you or your operating partners, the terms of this Area Development Agreement shall govern. Under no circumstances does this Area Development Agreement grant you any rights to grant sub-franchises in the Development Territory. No provision herein expressly identifying any term or breach of this Area Development Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material.

12. OUR RELATIONSHIP

You and we acknowledge and agree that you and we are independent contractors and nothing contained in this Area Development Agreement shall be construed as constituting you as the agent, partner or legal representative of us for any purpose whatsoever. You shall enter into contracts for the development of the Development Territory contemplated by this Area Development Agreement at your sole risk and expense, and shall be solely responsible for the direction, control, supervision and management of your agents and employees. You acknowledge that you do not have authority to incur any obligations, responsibilities or liabilities on behalf of us, or to bind us by any representations or warranties, and agree not to hold yourself out as having this authority. You further agree that fulfillment of any and all of our obligations written in this Area Development Agreement, or based on any oral

communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

You or your affiliate (if applicable) must determine appropriate staffing levels for each of your Onward Physical Therapy Businesses developed under this Area Development Agreement to ensure full compliance with each of the individual franchise agreements and our System standards. You or your affiliate are solely responsible to hire, train and supervise employees or independent contractors to assist with the proper operation of the Onward Physical Therapy Businesses. You or your affiliate must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings levied or fixed by any city, state or federal governmental agency, or otherwise required by law) due for your employees or as applicable, for your independent contractors. These employees and independent contractors will be your or your affiliate's employees or contractors, not ours. We do not control the day-to-day activities of your employees or independent contractors or the manner in which they perform their assigned tasks. You or your affiliate must inform your employees and independent contractors that you are exclusively responsible for supervising their activities and dictating the manner in which they perform their assigned tasks. In this regard, you or your affiliate must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, consulting agreements, time cards and similar items.

You have sole responsibility and authority for all employment-related decisions, including employee selection, promotion, hiring, firing, hours worked, rates of pay and other benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping, supervision and discipline. We will not manage or provide you with directives on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the area development and/or franchise relationship and notifies the employee or independent contractor that you are his or her sole employer. You must also notify and explain to your employees and independent contractors your area development and/or franchise relationship with us and that you (and not we) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

13. INDEMNIFICATION

You agree to protect, defend, indemnify and hold us and our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities (collectively, the "Indemnified Parties") harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, directly or indirectly incurred as a result of, arising from, out of, or in connection with your carrying out your obligations hereunder; your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees; your marketing, selling, or providing of items and services; and any breach of violation of any agreement (including this Area Development Agreement or any franchise agreement between you and us); or any law, regulation or ruling, by any act, error or omission (active or passive) of you, any party associated with you or your affiliate, and your respective officers and employees.

You agree to reimburse us within 30 days of us submitting an invoice to you for all costs of defending the matter, including all attorney fees we incur, whether or not your insurer assumes defense of us promptly when requested. We have the right to approve any resolution or course of action, including, but not limited to, the selection of an attorney for the defense of a matter that could directly or indirectly have any adverse effect on us or our Marks or System, or could serve as a precedent for other matters.

14. SUCCESSORS AND ASSIGNS

This Area Development Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their heirs, successors, permitted assigns and personal representatives. If more than one person or entity is listed as the area developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

15. APPLICABLE LAW

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

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

16. NOTICE

Whenever this Area Development Agreement requires notice, it shall be in writing and shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by email or other electronic system; one business day after delivery by a reputable overnight delivery service, or one business day after delivery confirmation by priority mail, and addressed : (a) to us at 529 W. Summit Ave. Suite 1B, Charlotte, NC 28203, unless written notice is given of a change of address; and (b) to you at the address set forth in Attachment A of this Area Development Agreement, unless written notice is given of a change of address.

17. DISPUTE RESOLUTION

We and you agree that any dispute between the parties arising out of the terms of this Area Development Agreement shall be governed in accordance with the terms and conditions set forth in the Initial Franchise Agreement, including those provisions requiring mediation and/or arbitration (subject to limited exceptions for certain claims), and such terms and conditions are incorporated into this Area Development Agreement. We and you each agree that our and your respective obligations to comply with the dispute resolution terms set forth in the Initial Franchise Agreement shall survive any termination, expiration or renewal of the Initial Franchise Agreement and shall survive any termination or expiration of this Area Development Agreement.

18. ACKNOWLEDGEMENTS

18.1 You acknowledge and recognize that different area development agreements and franchise agreements may have different terms and conditions, including different fee structures, than this Area Development Agreement, regardless of when those other agreements were or will be executed. We do not represent that all area development agreements or franchise agreements are or will be identical.

18.2 You acknowledge that you are not, nor are you intended to be, a third-party beneficiary of this Area Development Agreement or any other agreement to which we are a party.

18.3 You represent to us that you have the business acumen, corporate authority and financial wherewithal to enter into this Area Development Agreement and to perform all of your obligations provided under this Area Development Agreement, and, that the execution of this Area Development Agreement is not in conflict with any other written or oral obligation you may have.

18.4 You acknowledge and accept that it is your obligation to train, manage, pay, recruit, and supervise employees of the Onward Physical Therapy Businesses.

18.5 You acknowledge and agree that this offering is not a security as that term is defined under applicable Federal and State security laws.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Area Development Agreement on the day and year first written above.

FRANCHISOR:

ONWARD PHYSICAL THERAPY, LLC
a North Carolina limited liability company

AREA DEVELOPER:

[INSERT NAME OF AREA DEVELOPER]
a(n) [AD State and limited liability company /
partnership / corporation]

Sign: _____

Sign: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Or if Area Developer is an individual(s)

Sign: _____
individually

Printed Name: _____

Sign: _____
individually

Printed Name: _____

ATTACHMENT A

DATA SHEET

1. Effective Date. The Effective Date of this Area Development Agreement, set forth in the introductory Paragraph of this Area Development Agreement is: _____, 20____.

2. Area Developer. The Area Developer set forth in the introductory Paragraph of this Area Development Agreement is: _____

3. Description of the Development Territory:

4. Notice Address. The notice address for the area developer, as set forth in Section 16 of this Area Development Agreement, is:

Attn: _____

(Signature Page Follows)

FRANCHISOR:

ONWARD PHYSICAL THERAPY, LLC
a North Carolina limited liability company

Sign: _____

Printed Name: _____

Title: _____

AREA DEVELOPER:

[INSERT NAME OF AREA DEVELOPER]
a(n) [AD State and limited liability company /
partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Area Developer is an individual(s)

Sign: _____
individually

Printed Name: _____

Sign: _____
individually

Printed Name: _____

ATTACHMENT B

DEVELOPMENT SCHEDULE

1. Number of Onward Physical Therapy Franchises to be developed under this Area Development Agreement (including the Initial Franchise Agreement): _____

2. The termination date of this Area Development Agreement shall be the earlier of the date the Development Schedule is complete or _____, 20__.

3. Development Schedule:

| Onward Physical Therapy Franchise Number | Development Period End Date/Onward Physical Therapy Business Opening Deadline |
|--|---|
| 1 | Date set forth in Initial Franchise Agreement |
| 2 | [Month Day, Year] |
| 3 | [Month Day, Year] |
| 4 | [Month Day, Year] |
| 5 | [Month Day, Year] |

(Signature Page Follows)

FRANCHISOR:

ONWARD PHYSICAL THERAPY, LLC
a North Carolina limited liability company

Sign: _____

Printed Name: _____

Title: _____

AREA DEVELOPER:

[INSERT NAME OF AREA DEVELOPER]
a(n) [AD State and limited liability company /
partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Area Developer is an individual(s)

Sign: _____
individually

Printed Name: _____

Sign: _____
individually

Printed Name: _____

ATTACHMENT C
STATEMENT OF OWNERSHIP

Area Developer: _____

Form of Ownership
(Check One)

____ **Individual** ____ **Partnership** ____ **Corporation** ____ **Limited Liability Company**

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation/Incorporation: _____

Management (managers, officers, board of directors, etc.):

| Name | Title |
|------|-------|
| | |
| | |
| | |
| | |

Members, Stockholders, Partners*:

| Name | Address | Percentage Owned |
|------|---------|------------------|
| | | |
| | | |
| | | |
| | | |

***If any members, stockholders or partners are entities, please list the owners of such entities up through the individuals.**

Identification of Responsible Owner. Your Responsible Owner is _____
_____.

(Signature on following page)

AREA DEVELOPER:

[INSERT NAME OF AREA DEVELOPER]
a(n) [AD State and limited liability company /
partnership / corporation]

Sign: _____

Printed Name: _____

Title: _____

Or if Area Developer is an individual(s)

Sign: _____
individually

Printed Name: _____

Sign: _____
individually

Printed Name: _____

EXHIBIT E

LIST OF CURRENT AND FORMER FRANCHISEES AND AREA DEVELOPERS

Current Franchisees as of December 31, 2024

None

Current Licensees as of December 31, 2024

| Last Name | First Name | Entity | Address | City | State | Zip Code | Phone |
|-----------|------------|--|-----------------------------------|-------------------|-------|----------|--------------|
| Ashurst | Jeffrey | Zeal Performance Therapy LLC | 169 Oxmoor Road Suite 101 | Homewood | AL | 35209 | 205-291-8512 |
| Slesk | Josh | Slesk Performance Therapy | 201 E Southern Ave UNIT 114 | Tempe | AZ | 85282 | 602-325-3137 |
| Seeberg | Emma | Invictus Physical Therapy LLC | 7650 E. Broadway Blvd, STE 107 | Tucson | AZ | 85710 | 520-261-2129 |
| Tyler | Jackson | Physical Therapy To the Point, PLLC | 2727 N Cascade Ave Suite 170 | Colorado Springs | CO | 80907 | 719-203-2255 |
| Melrose | Brian | Melrose and Melrose LLC | 1002 W Drake Rd STE 104 | Fort Collins | CO | 80526 | 970-205-9159 |
| Vautier | Lauren | Raphael Physio LLC | 6595 S Dayton St suite 1700 | Greenwood Village | CO | 80111 | 303-335-0214 |
| Hughey | Lindsey | Drive PT LLC | 139 S Main St #103 | Newark | DE | 19711 | 302-468-7636 |
| Porter | Cheyenne | Victoria Lee LLC | 187 E Crystal Lake Ave Suite 1005 | Lake Mary | FL | 32746 | 321-320-6904 |
| Cofino | Monique | Monique Cofino PT, LLC | 342 N Main St Suite 120 | Alpharetta | GA | 30004 | 470-231-6702 |
| McMurray | Cassidy | Cassidy PT LLC | 3809 E Amity Rd Suite 150B | Meridian | ID | 83642 | 208-391-3462 |
| McCartan | Amanda | MC Performance LLC | 2068 1st St Ste 101 | Highland Park | IL | 60035 | 847-231-2048 |
| Sullivan | Matthew | Kansas City Performance Physical Therapy | 9415 Nall Ave Suite 103 | Prairie Village | KS | 66207 | 913-213-3259 |
| Aguiar | Zachery | Onward Frederick | 1828 Rosemont Ave Unit C | Frederick | MD | 21702 | 301-202-4362 |
| Deering | Sam | Fitness Forward LLC | 3700 Plaza Dr Suite 2 | Ann Arbor | MI | 48108 | 734-203-0726 |

| Last Name | First Name | Entity | Address | City | State | Zip Code | Phone |
|------------|------------|---|----------------------------------|-----------------|-------|----------|--------------|
| Hanisko | Joe | Grand Rapids Physical Therapy & Performance LLC | 6781 Cascade Rd SE | Grand Rapids | MI | 49546 | 616-202-2080 |
| White | Christina | Christina White PT LLC | 50777 Mound Rd | Shelby Township | MI | 48317 | 586-413-7006 |
| Eckard | Kameron | Exercise Physical Therapy | 8548 Rozita Lee Ave Ste 200 | Las Vegas | NV | 89113 | 702-337-3749 |
| Van Pelt | Phillip | VP Physical Therapy LLC | 20 Jackson Dr Suite 101 | Cranford | NJ | 07016 | 908-308-2195 |
| Andler | Scott | Sandler PT LLC | 330 Dupont Cir Suite 101 | Raleigh | NC | 27603 | 919-214-9476 |
| Reed | Andrea | Lift Physical Therapy LLC | 10004 Montgomery Rd | Montgomery | OH | 45242 | 513-800-0848 |
| Sandercock | Brady | Brady Sandercock Physical Therapy LLC | 21 Plank Ave Ste. 122 | Paoli | PA | 19301 | 484-321-6772 |
| Gingerich | Cody | Onward Greenville | 1320 Hampton Ave Ext #11b | Greenville | SC | 29601 | 864-900-2975 |
| Morgan | Zac | Onward Nashville LLC | 190D Saundersville Rd Suite 2001 | Hendersonville | TN | 37075 | 615-200-7496 |
| Comford | Taylor | Comford Physical Therapy | 2459 University Commons Way | Knoxville | TN | 37919 | 865-590-6659 |
| Gallant | Mark | Onward Richmond | 8115 Staples Mill Rd | Henrico | VA | 23228 | 804-655-6327 |
| Woodall | Logan | Woodall Performance Physical Therapy LLC | 5168 Princess Anne Rd suite 141 | Virginia Beach | VA | 23462 | 757-209-2006 |
| Katz | Jennifer | Katz PT PLLC | 1603 116th Ave NE #115 | Bellevue | WA | 98004 | 425-200-4028 |
| Benitez | Alex | Functional Physios LLC | 1211 Granary Ave Suite 102 | Bellingham | WA | 98225 | 360-389-2747 |

| Last Name | First Name | Entity | Address | City | State | Zip Code | Phone |
|-----------|------------|---|--------------------------------|------------|-------|----------|--------------|
| Nicholas | Andrew | Fitness Forward LLC | 17110 W Greenfield Ave Suite 7 | Brookfield | WI | 53005 | 608-284-8257 |
| Koester | Matthew | Impact Physical Therapy & Performance LLC | 1915 Monroe St | Madison | WI | 53711 | 262-297-9414 |

Franchisees with Unopened Outlets as of December 31, 2024:

None

Current Licensees with Unopened Outlets as of December 31, 2024:

| Last Name | First Name | Entity | Address | City | State | Zip Code | Phone |
|-----------|------------|-------------------------------------|-------------------|---------|-------|----------|--------------|
| Gonzalez | Michael | Mighty Performance and Recovery LLC | 15535 SW 120th St | Miami | FL | 33196 | |
| Beecham | Cody | KB THERAPY LLC | 300 State St E | Oldsmar | FL | 34677 | 813-921-3840 |

Former Franchisees:

The name and last known address of every franchisee who had an Onward Physical Therapy Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2024 to December 31, 2024, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

None

Former Licensees:

| Last Name | First Name | Entity | Address | City | State | Zip Code | Phone |
|-----------|------------|---------------|-----------------|--------------|-------|----------|--------------|
| Morgan | Sarah | Morgan PT LLC | 426 W Walnut St | Johnson City | TN | 37604 | 615-812-6591 |

EXHIBIT F

FRANCHISE OPERATIONS MANUAL
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The Onward Sales Playbook

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EXHIBIT G
STATE ADDENDA
AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR ONWARD PHYSICAL THERAPY, LLC

The following modifications are made to the Onward Physical Therapy, LLC (“Franchisor,” “us,” “we,” or “our”) Franchise Disclosure Document (“FDD”) given to franchisee (“Franchisee,” “you,” or “your”) and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 20__ (“Franchise Agreement”). When the term “Franchisor’s Choice of Law State” is used, it means North Carolina. When the term “Supplemental Agreements” is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum (“State Addendum”) will modify these agreements to comply with the 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 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, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD 14 days prior to execution of the agreement.

Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31123 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.

The Franchise Agreement contains a provision requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in North Carolina. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Area Development Agreement restricting venue to a forum outside the State of California. The Franchise Agreement contains a mediation provision. The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator’s fees.

The Franchise Agreement and Area Development Agreement require the application of the law of the State of North Carolina. For franchisees operating outlets located in California, the California Franchise

Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Area Development Agreement contain a provision that is inconsistent with the California Franchise Relations Act, the California Franchise Relations Act will control.

The Franchise Agreement provides for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement and the Area Development Agreement contain a covenant not to compete provision which extends beyond the termination of the Franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Area Development Agreement may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The California Department of Financial Protection and Innovation has not reviewed, and makes no statements concerning, the franchisor's compliance with state and federal licensing and regulatory requirements relating to the practice of medicine or dentistry. You should consult with your attorney concerning these laws, regulations, and ordinances that may affect the operation of your business. If the California Medical Board or Dental Board, or any other agency overseeing the practice of medicine or dentistry in this state, determines that the operation of the franchise fails to comply with state law, the franchisor may be required to cease operations of the franchised business in California. This may result in the termination of your franchise and loss of your investment.

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any

statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

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.

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in Exhibit J of the FDD on the page entitled, “State Effective Dates.”

2. States which have refused, by order or otherwise, to register these Franchises are:

None

3. States which have revoked or suspended the right to offer the Franchises are:

None

4. States in which the proposed registration of these Franchises has been withdrawn are:

None

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation,

whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

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.

Items 5 and 7 of the FDD and Franchise Agreement are hereby revised to state that payment of the Initial Franchise Fee shall be deferred until after all of Franchisor's initial obligations are complete and the Franchise is open for business. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

INDIANA

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

No competing business for two years within the Territory.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The “Summary” column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor’s Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor’s Choice of Law State law, if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.
3. Any provision in the Franchise 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.
4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).
5. The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

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.

IOWA

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

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

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

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

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

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Onward Physical Therapy, LLC, 529 W. Summit Ave. Suite 1B, Charlotte, NC 28203 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENTS AND AREA DEVELOPMENT AGREEMENT

Item 17 of the FDD and the Franchise Agreement are amended to state: “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Representations in the Franchise Agreement and Area Development Agreement 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.

Item 17 of the FDD and sections of the Franchise Agreement and Area Development Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise.

The Franchise Agreement and Franchise Disclosure Questionnaire are amended to state that 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.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A Sec. 101 et seq.).

Section 18 of the Area Development Agreement is deleted and does not apply to Maryland franchisees.

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.

Fee Deferral:

Item 5 of the Franchise Disclosure Document, the Franchise Agreement and Area Development Agreement are hereby 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. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.”

MICHIGAN

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

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

- (a) A prohibition on your right to join an association of franchisees.
- (b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure 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 us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us 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 five years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six months' advance notice of our intent not to renew the Franchise.

(e) A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 our then-current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.

(iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

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

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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.

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.
2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or 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 Minnesota.
3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.
4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.
5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.
7. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.
8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.
9. 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.
10. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

NEW YORK

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN 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 CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

With the exception of what is stated 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, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
 - C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
 - D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.
3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**:"

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.
5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**:"

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or 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 earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, provisions of the FDD (including Item 17(v)), the Franchise Agreement (including Section 28.4), and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Section 28.5 of the Franchise Agreement requires the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is hereby amended to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Any section of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 18 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

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.

OHIO

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

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

Initials _____ Date _____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Onward Physical Therapy, LLC, 529 W. Summit Ave. Suite 1B, Charlotte, NC 28203 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: _____

By: _____

Print Name: _____

Its: _____

RHODE ISLAND

§ 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.” The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including, but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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.

SOUTH DAKOTA

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.

VIRGINIA

Item 17(h). The following is added to Item 17(h):

“Pursuant to 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 Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Onward Physical Therapy, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement 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.

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.

WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

WISCONSIN

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

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

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement 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 and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- California
- Hawaii
- Illinois
- Iowa
- Indiana
- Maryland

- Michigan
- Minnesota
- New York
- North Dakota
- Ohio

- Rhode Island
- South Dakota
- Virginia
- Washington
- Wisconsin

Dated: _____, 20__

FRANCHISOR:

ONWARD PHYSICAL THERAPY, LLC

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

Rev. 071823

EXHIBIT H

CONTRACTS FOR USE WITH THE ONWARD PHYSICAL THERAPY FRANCHISE

The following contracts contained in Exhibit H are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Onward Physical Therapy Franchise. The following are the forms of contracts that Onward Physical Therapy, LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked “Sample,” they are subject to change at any time.

EXHIBIT H-1

ONWARD PHYSICAL THERAPY FRANCHISE

SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (“Release”) is made as of _____, 20__ by _____, a(n) _____ (“Franchisee”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “Releasor”) in favor of Onward Physical Therapy, LLC, a North Carolina limited liability company (“Franchisor,” and together with Releasor, the “Parties”).

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (“Agreement”) pursuant to which Franchisee was granted the right to own and operate an Onward Physical Therapy Franchise;

WHEREAS, (Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement) or (the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release), and Franchisor has consented to such (transfer/successor franchise agreement/amendment/termination/other reason); and

WHEREAS, as a condition to Franchisor’s consent to (transfer the Agreement/enter into a successor franchise agreement/amend the Agreement/terminate the Agreement/other reason), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor’s consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. **Representations and Warranties**. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. **Release**. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party

in connection with a third-party claim. Releasor represents and warrants to the Released Parties, and agrees, that it may later learn of new or different facts, but that still, it is Releasor's intention to fully, finally, and forever release all of the claims that are released above. This includes the Releasor's waiver of state laws that might apply to limit a release (such as Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor").

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

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

5. Miscellaneous.

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

b. This Release shall be construed and governed by the laws of the State of North Carolina.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

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

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

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

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

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

i. This Release is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, and the rules adopted thereunder in accordance with RCW 19.100.220.

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

FRANCHISEE:

_____, a

Sign: _____

Printed Name: _____

Title: _____

FRANCHISEE'S OWNERS:

Date _____

Signature

Typed or Printed Name

Signature

Typed or Printed Name

Rev. 060524

EXHIBIT H-2

ONWARD PHYSICAL THERAPY FRANCHISE

SAMPLE SYSTEM PROTECTION AGREEMENT

This System Protection Agreement (“SP Agreement”) is entered into by the undersigned (“you” or “your”) in favor of Onward Physical Therapy, LLC, a North Carolina limited liability company, and its successors and assigns (“us,” “we,” or “our”), upon the terms and conditions set forth in this SP Agreement.

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

“*Competitive Business*” means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by the Franchised Business; or (ii) provides or offers to provide services the same as or similar to the type of services sold by you, but excludes a Franchised Business operating under a franchise agreement with us. A Competitive Business shall not include ownership of up to five percent (5%) of any publicly held company or mutual fund that owns, operates, has an interest in, or controls any business that otherwise would meet the definition of a Competitive Business.

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

“*Franchisee*” means the Onward Physical Therapy franchisee for which you are a manager or officer.

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

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

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

“*Manual*” means our confidential operations manual for the operation of an Onward Physical Therapy business, which may be periodically modified by us.

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

“*Prohibited Activities*” means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or

attempting to induce any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

“*Restricted Period*” means the one-year period after the termination, expiration or Transfer of this Franchise Agreement; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the “*Restricted Period*” means the six-month period after you cease to be a manager or officer of Franchisee’s Onward Physical Therapy business.

“*Restricted Territory*” means the geographic area within: (i) a 10-mile radius of the Premises; and (ii) a 10-mile radius from all other Premises that are operating or under construction as of the date of the termination, expiration or Transfer of this Franchise Agreement; provided, however, that if a court of competent jurisdiction determines that the foregoing *Restricted Territory* is too broad to be enforceable, then the “*Restricted Territory*” means the geographic area within a five-mile radius from Franchisee’s Onward Physical Therapy business (and including the premises of the approved location of Franchisee).

“*System*” means our system for the establishment, development, operation, and management of an Onward Physical Therapy business, including Know-how, proprietary programs and products, Manual, and operating system.

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

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

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

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

6. Immediate Family Members. You acknowledge that you could circumvent the purpose of this SP Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this SP Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member. Notwithstanding the above, if any member of your immediate family owns, operates, or has any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business at the time you sign this SP Agreement, we will allow that immediate family member to continue such involvement, provided you: (i) provide us notice and information we may require prior to signing this SP Agreement; and (ii) fully comply with all other provisions of this SP Agreement, including but not limited to requirements regarding the Know-how and Prohibited Activities.

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

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

9. Miscellaneous.

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

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

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

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

EXECUTED on the date stated below.

Date _____

Signature _____

Typed or Printed Name _____

OPT Form SPA 030125

EXHIBIT H-3

ONWARD PHYSICAL THERAPY FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Confidentiality Agreement”) is entered into by the undersigned (“you”) in favor of Onward Physical Therapy, LLC, a North Carolina limited liability company, and its successors and assigns (“us”), upon the terms and conditions set forth in this Confidentiality Agreement.

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

“*Onward Physical Therapy Business*” means a business that: (i) provides non-surgical, non-opioid pain relief and injury rehabilitation, where patients receive platelet-rich plasma, alpha 2 macroglobulin, and bone marrow aspirate injections, derived from their own body, to enhance and speed their body’s natural healing ability; (ii) at certain locations, offers treatment for hair loss and erectile dysfunction; and (iii) other related products and services using our Intellectual Property.

“*Copyrights*” means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Onward Physical Therapy franchisees to use, sell, or display in connection with the marketing and/or operation of an Onward Physical Therapy Business, whether now in existence or created in the future.

“*Franchisee*” means the Onward Physical Therapy franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

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

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

“*Manual*” means our confidential operations manual for the operation of an Onward Physical Therapy Business.

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

“*System*” means our system for the establishment, development, operation, and management of an Onward Physical Therapy Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Confidentiality Agreement. In order to avoid such damage, you agree to comply with this Confidentiality Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the Onward Physical Therapy Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Onward Physical Therapy, LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Confidentiality Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Confidentiality Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

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

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

7. Miscellaneous.

a. Although this Confidentiality Agreement is entered into in favor of Onward Physical Therapy, LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

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

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

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

EXECUTED on the date stated below.

Date _____

Signature _____

Typed or Printed Name _____

Rev. 032916

EXHIBIT H-4

ONWARD PHYSICAL THERAPY FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("Approval Agreement") is entered into on _____, 20____, between Onward Physical Therapy, LLC ("Franchisor"), a North Carolina limited liability company, _____ ("Former Franchisee"), the undersigned owners of Former Franchisee ("**Owners**") and _____, a _____ ("New Franchisee").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20____ ("Former Franchise Agreement"), in which Franchisor granted Former Franchisee the right to operate an Onward Physical Therapy franchise located at _____ ("Franchised Business"); and

WHEREAS, Former Franchisee desires to assign ("Requested Assignment") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Approval Agreement, including that New Franchisee sign Franchisor's current form of franchise agreement together with all exhibits and attachments thereto ("New Franchise Agreement"), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("Franchisor's Assignment Fee").

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Approval Agreement, and conditioned upon New Franchisee's signing the New Franchise Agreement pursuant to Section 5 of this Approval Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Approval Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Approval Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee's rights to operate the Franchised Business are terminated and that from the date of this Approval Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to

comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of an Onward Physical Therapy Clinic franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Approval Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to approving the Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating to New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Approval Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Approval Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Approval Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Approval Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Approval Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Approval Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Approval Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Approval Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

Onward Physical Therapy, LLC

By: _____
Printed Name: _____
Title: _____

FORMER FRANCHISEE:

By: _____
Printed Name: _____
Title: _____

NEW FRANCHISEE:

By: _____
Printed Name: _____
Title: _____

Rev. 031821

EXHIBIT H-5

ONWARD PHYSICAL THERAPY FRANCHISE

LEASE ADDENDUM

This Addendum to Lease (“**Addendum**”), dated _____, 20____, is entered into by and between _____ (“**Landlord**”), _____ (“**Tenant**”) and _____ (“**Franchisor**”), collectively referred to herein as the “**Parties**.”

A. Landlord and Tenant have entered into a certain Lease Agreement dated _____, 20____, and pertaining to the premises located at _____ (“**Lease**”).

B. Landlord acknowledges that Tenant intends to operate a franchised business from the leased premises (“**Premises**”) pursuant to a Franchise Agreement (“**Franchise Agreement**”) with Franchisor under Franchisor’s trademarks and other names designated by Franchisor (herein referred to as “**Franchised Business**” or “**Franchise Business**”).

C. The parties now desire to supplement the terms of the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed among the Parties as follows:

1. Use of the Premises. During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Franchised Business.

2. Franchise System. Landlord hereby consents to Tenant’s use of such proprietary marks, signs, interior and exterior décor items, color schemes and related components of the Franchised Business required by Franchisor. Tenant’s use of such items shall at all times be in compliance with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Premises.

3. Assignment. Tenant shall have the right, without further consent from Landlord, to sublease or assign all of Tenant’s right, title, and interest in the Lease to a Franchise Assignee (defined below) at any time during the term of the Lease, including any extensions or renewals thereof. In addition, if Tenant fails to timely cure any default under either the Lease or the Franchise Agreement, a Franchise Assignee will, at its option, have the right, but not the obligation, to take an assignment of Tenant’s interest under the Collateral Assignment of Lease or other form of assignment and assumption document reasonably acceptable to Landlord, provided such Franchise Assignee cures any then-existing material defaults of the Lease no later than ten days following the end of Tenant’s cure period. No assignment shall be effective until: (i) the Franchise Assignee gives Landlord written notice of its acceptance of the assignment and assumption of the Lease; and (ii) Tenant or the Franchise Assignee has cured all material defaults of the Lease for which it has received notice from Landlord. Nothing contained herein or in any other document shall create any obligation or liability of Franchisor, any Franchise Assignee, or guarantor thereof under the Lease unless and until the Lease is assigned to, and accepted in writing by a Franchise Assignee. In the event of any assignment or purported assignment under this Addendum, Tenant shall remain liable under the terms of the Lease and the assignee or subtenant shall retain all of the Tenant’s rights granted in the Lease including without limitation: (x) any grant of a protected territory or use exclusivity; and (y) the

renewal or extension of the Lease term. With respect to any assignment proposed or consummated under this Addendum, Landlord hereby waives any rights it may have to: (A) recapture the Premises; (B) terminate the Lease; or (C) modify any terms or conditions of the Lease. If Franchisor accepts an assignment and assumes the Lease under this section, Franchisor shall have the right to further sublet or reassign the Lease to another Franchise Assignee without Landlord's consent in which event Franchisor shall be released from any obligation or liability under the Lease. As used in this Addendum, "**Franchise Assignee**" means: (i) Franchisor or Franchisor's parent, subsidiary, or affiliate; or (ii) any franchisee of Franchisor or of Franchisor's parent, subsidiary, or affiliate.

4. Default and Notice.

a. If Tenant defaults on or breaches the Lease and Landlord delivers a notice of default to Tenant, Landlord shall contemporaneously send a copy of such default notice to Franchisor. Franchisor shall have the right, but not the obligation, to cure the default during Tenant's cure period plus an additional ten (10) day period. Franchisor will notify Landlord whether it intends to cure the default prior to the end of Tenant's cure period.

b. All notices to Franchisor shall be sent by a reputable overnight delivery service to the following address:

Onward Physical Therapy, LLC
529 W. Summit Ave. Suite 1B
Charlotte, NC 28203

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

c. Tenant and Landlord agree not to terminate, or materially amend the Lease during the term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent. Any attempted termination, or material amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

5. Termination or Expiration.

a. If Franchisor does not elect to take an assignment of the Tenant's interest, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Franchisor's trademarks and franchise system and to distinguish the Premises from a Franchised Business provided that Franchisor repairs any damage caused to the Premises by exercise of its rights hereunder.

b. If any Franchise Assignee purchases any assets of Tenant, Landlord shall permit such Franchise Assignee to remove all the assets being purchased, and Landlord waives any lien rights that Landlord may have on such assets.

6. Consideration; No Liability.

a. Landlord acknowledges that the Franchise Agreement requires Tenant to receive Franchisor's approval of the Lease prior to Tenant executing the Lease and that this Addendum is a material requirement for Franchisor to approve the Lease. Landlord acknowledges Tenant would not lease the

Premises without this Addendum. Landlord also hereby consents to the Collateral Assignment of Lease from Tenant to Franchisor as evidenced by Attachment 1.

b. Landlord further acknowledges that Tenant is not an agent or employee of Franchisor, and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any Franchise Assignee, and that Landlord has entered into this with full understanding that it creates no duties, obligations, or liabilities of or against any Franchise Assignee.

7. Amendments. No amendment or variation of this Addendum shall be valid unless made in writing and signed by the Parties hereto.

8. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions, and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Addendum as though copies herein in full.

IN TESTIMONY WHEREOF, witness the signatures of the Parties hereto as of the day, month, and year first written above.

LANDLORD:

TENANT:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

FRANCHISOR:

By: _____

Printed Name: _____

Title: _____

Rev. 022324

EXHIBIT H-5

ATTACHMENT 1 TO LEASE ADDENDUM

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the __, 20__ (“**Effective Date**”), the undersigned, _____ (“**Assignor**”) hereby assigns, transfers and sets over unto _____ (“**Assignee**”) all of Assignor’s right, title, and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as **Exhibit A (“Lease”)** with respect to the premises located at _____. This Collateral Assignment of Lease (“**Assignment**”) is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee expressly assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein, and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for a franchise between Assignee and Assignor (“**Franchise Agreement**”), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered, in Assignee’s sole discretion, to: (i) cure Assignor’s default of the Lease; (ii) take possession of the premises demised by the Lease; (iii) expel Assignor from the premises, either temporarily or permanently; (iv) terminate Assignor’s rights, title, and interest in the Lease; and/or (v) assume the Lease. If Assignee expends sums to cure a default of the Lease, Assignor shall promptly reimburse Assignee for the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two percent per month, or the highest rate allowed by law.

Assignor agrees it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest to exercise the extension or renewal options in the name, place, and stead of Assignor for the sole purpose of effecting the extension or renewal.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first above written.

ASSIGNOR:

By: _____

Printed Name _____

Its: _____

ASSIGNEE:

By: _____

Printed Name _____

Its: _____

Rev. 022324

EXHIBIT H-6

ONWARD PHYSICAL THERAPY FRANCHISE

SAMPLE CONVERSION ADDENDUM

This Addendum to the Franchise Agreement (“Addendum”) is made and entered into this ____ day of _____, 20__ by and between Onward Physical Therapy, LLC, a North Carolina limited liability company (“Franchisor,” “we,” or “us”) and [FRANCHISEE OR FRANCHISEE ENTITY], [a(n)] [State of Formation/Incorporation] [entity type or individual] (“Franchisee,” “you,” or “your”).

BACKGROUND

A. Franchisor and Franchisee have entered into that certain franchise agreement of even date herewith (“Franchise Agreement”) pursuant to which Franchisee will operate an Onward Physical Therapy Clinic franchised business (“Franchised Business”).

B. Franchisee is currently operating an existing business at the franchised location (“Current Business”) that offers services substantially similar to that of an Onward Physical Therapy Clinic. Franchisee will close this existing business on or before [Closing Date of Existing Business] and convert the existing business to the Franchised Business.

C. Franchisor and Franchisee desire to amend the terms of the Franchise Agreement for Franchisee’s conversion of an existing business into the Franchised Business on the following terms. Capitalized terms not defined in this Addendum shall have the meanings set forth in the Franchise Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties and subject to the following terms and conditions, it is agreed as follows:

1. **CURRENT BUSINESS.** Franchisor and Franchisee agree that because Franchisee is converting the Current Business that is already open and operating, Franchisee and Franchisor shall be relieved of performing some of their pre-opening and development obligations related to site selection and leasing, as set forth in the Franchise Agreement, except as otherwise provided herein. Franchisee may still need to purchase additional supplies and equipment as necessary to commence operations of the Franchised Business. The Franchise Agreement is hereby amended accordingly.

2. **COMMENCEMENT OF OPERATIONS.** The first paragraph of Section 7.1 of the Franchise Agreement shall be amended as follows:

“Subject to your compliance with these conditions, unless we and you otherwise agree in writing, you agree to open the Franchised Business to the public no more than six month after the Effective Date within which to: (1) secure all necessary financing for the Franchised Business; (2) complete the initial training programs described in Section 8.1 of this Franchise Agreement; (3) purchase an opening inventory of equipment and supplies; (4) obtain and provide evidence of insurance as described in Section 19; and (5) commence operation of the Franchised Business.”

3. **CONVERSION.** Franchisee shall, at Franchisee's sole expense and not later than 30 days prior to commencement of operations, convert, refresh and update the appearance, products and services of the current business as required by Franchisor in Franchisor's reasonable discretion. Franchisee shall offer all products and services required by Franchisor. At a minimum, Franchisee shall: (i) repair and/or replace all furniture, fixtures, equipment, signs, supplies, products and materials required for the operation of the Franchised Business ("FF&E") and as Franchisor may otherwise designate; (ii) obtain any new or additional FF&E required to operate the Franchised Business; and (iii) modernize the Franchised Business premises, all as required by Franchisor in order to reflect Franchisor's current standards and images of the Franchised Business system.

4. **TIME IS OF THE ESSENCE.** Franchisor and Franchisee agree that time is of the essence in connection with the construction of leasehold modifications. You will complete such modifications no later than 30 days prior to the date of commencement of the Franchised Business. In the event that you fail to complete modifications by such date, we will have the right to terminate the Franchise Agreement in accordance with Section 24.2 of the Franchise Agreement.

5. **COMPLETION OF MODIFICATIONS.** Upon completion of the modifications of the premises prior to the commencement of operation of the Franchised Business, you will notify us in writing that you have complied with the modification. You will not conduct the Franchised Business until you have provided this notice.

6. **CONTINUING BUSINESS.** You may, at your discretion, continue to operate the Current Business during construction of leasehold modifications up to and through [Closing Date of Existing Business], but will not identify yourself as an Onward Physical Therapy Franchise until you have completed the modifications and provided notice of the same, as specified in Section 5 above.

7. **LEASE.** You will provide us with a copy of your existing lease for your Current Business premises and make reasonable efforts to negotiate with your lessor within 30 days following the effective date of the Franchise Agreement to amend the lease to include the provisions we require.

8. **CONFIDENTIALITY.** Franchisee agrees to keep the terms of this Addendum confidential and not disclose the contents of this Addendum to any third party, excluding Franchisee's representatives, without the prior written consent of Franchisor.

9. **FURTHER ASSURANCE.** Each of the parties will, upon reasonable request of the other, sign any additional documents necessary or advisable to fully implement the terms and conditions of this Addendum.

10. **NO FURTHER CHANGES.** Except as specifically provided in this Addendum, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed. In the event of any inconsistency between the provisions of the Franchise Agreement and this Addendum, the terms of this Addendum shall control.

(Signature page follows)

IN WITNESS WHEREOF, the parties duly executed this Addendum as of the date first above written.

FRANCHISOR:

ONWARD PHYSICAL THERAPY, LLC,
a North Carolina limited liability company

By: _____

Printed Name: _____

Title: _____

FRANCHISEE:

[FRANCHISEE ENTITY],
[a(n)] [State of Formation/Incorporation] [entity
type or individual]

By: _____

Printed Name: [Franchisee or Franchisee Entity
Signatory]

Title: [Franchisee Entity Signatory Title]

EXHIBIT I

FRANCHISE DISCLOSURE QUESTIONNAIRE

(This questionnaire is not to be used for any franchise sale in or to residents of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)

As you know, Onward Physical Therapy, LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement and Area Development Agreement, if applicable, for the operation of an Onward Physical Therapy franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and Area Development Agreement, if applicable.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer in the table provided below.

Do not sign this Questionnaire if you are a resident of Maryland or the franchise is to be operated in Maryland.

1. Yes__ No__ Have you received and personally reviewed the Franchise Agreement and Area Development Agreement, if applicable, and each attachment or exhibit attached to it that we provided?
2. Yes__ No__ Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3. Yes__ No__ Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4. Yes__ No__ Do you understand all the information contained in the Franchise Disclosure Document and Area Development Agreement, if applicable?
5. Yes__ No__ Have you reviewed the Franchise Disclosure Document and the Franchise Agreement (and Area Development Agreement, if applicable) with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6. Yes__ No__ Have you had the opportunity to discuss the benefits and risks of developing and operating an Onward Physical Therapy Franchise with an existing Onward Physical Therapy franchisee?
7. Yes__ No__ Do you understand the risks of developing and operating an Onward Physical Therapy Franchise?
8. Yes__ No__ Do you understand the success or failure of your Onward Physical Therapy Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?
9. Yes__ No__ Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement and Area Development Agreement, if applicable, must be litigated in North Carolina, if not resolved informally or by mediation (subject to state law)?

10. Yes__ No__ Do you understand that you must satisfactorily complete the initial training program before we will allow your Onward Physical Therapy Franchise to open or consent to a transfer of the Onward Physical Therapy Franchise to you?
11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an Onward Physical Therapy Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise agreement and Area Development Agreement, if applicable, and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an Onward Physical Therapy Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
14. Yes__ No__ Do you understand that the Franchise Agreement and Area Development Agreement, if applicable, including each attachment or exhibit to the Franchise Agreement and Area Development Agreement, if applicable, contains the entire agreement between us and you concerning the Onward Physical Therapy Franchise?
15. Yes__ No__ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Date

Date

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

| Question Number | Explanation of Negative Response |
|-----------------|----------------------------------|
| | |
| | |
| | |

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EXHIBIT J

STATE EFFECTIVE DATES

State Effective Dates

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

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

| State | Effective Date |
|------------|----------------|
| California | Pending |
| Illinois | Pending |
| Maryland | Pending |
| Michigan | June 30, 2025 |
| Minnesota | Pending |
| New York | Pending |
| Virginia | Pending |
| Washington | 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.

EXHIBIT K

RECEIPTS

RECEIPT
(Retain This Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Onward Physical Therapy, 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.

Under Iowa law, if applicable, Onward Physical Therapy, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Onward Physical Therapy, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Onward Physical Therapy, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

| |
|--|
| The name, principal business address, and telephone number of each franchise seller offering the franchise is: |
| Zach Long, 529 W. Summit Ave., Ste. 1B, Charlotte, NC 28203, 704-228-3825 |
| Jordan Berry, 529 W. Summit Ave., Std. 1B, Charlotte, NC 28203, 704-228-3825 |
| Jeff Moore, 3611 Precision Dr., Apt. I-372, Fort Collins, CO 80528, 303-359-3597 |
| |

Issuance Date: May 19, 2025, as amended October 1, 2025

I received a disclosure document issued May 19, 2025, as amended October 1, 2025 which included the following exhibits:

- Exhibit A List of State Administrators and Agents for Service of Process
- Exhibit B Financial Statements
- Exhibit C Franchise Agreement
- Exhibit D Area Development Agreement
- Exhibit E List of Current and Former Franchisees/Area Developers
- Exhibit F Franchise Operations Manual Table of Contents
- Exhibit G State Addenda and Agreement Riders
- Exhibit H Contracts for use with the Onward Physical Therapy Franchise
- Exhibit I Franchise Disclosure Questionnaire
- Exhibit J State Effective Dates
- Exhibit K Receipt

Date Signature Printed Name

Date Signature Printed Name

Rev. 012417

PLEASE RETAIN THIS COPY FOR YOUR RECORDS.



**RECEIPT
(Our Copy)**

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- Exhibit K Receipt

Date Signature Printed Name

Date Signature Printed Name

Rev. 012417

Please sign this copy of the receipt, date your signature, and return it to Onward Physical Therapy, LLC, 529 W. Summit Ave. Suite 1B, Charlotte, NC 28203.