FRANCHISE DISCLOSURE DOCUMENT

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

This disclosure describes a franchise for the establishment and operation of an area representative business that assists us in developing, operating, selling, and supporting Relive franchises for community medical health centers that specialize in providing various anti-aging options to include Hormone Optimization Therapy, various IV Vitamin infusions, Vitamin booster shots, Ozone Therapy, various Med Spa services, medical aesthetics and other such options that promote a healthy lifestyle (an "AR Business").

The total investment necessary to begin operation of an AR Business is $169,700 to $708,000. This includes between $150,000 and $652,000 that must be paid to the franchisor or its affiliate(s). Each AR Business must open at least one franchised Relive Health Center. The estimated total initial investment necessary to begin operations of a franchised Relive Health Center is contained in our FDD for franchised Health Centers.

This disclosure document summarizes certain provisions of your area representative agreement and other information in plain English. Read the disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Margaret Lai, Esq., 2300 SW Gateway Place., Stuart, FL 34997, margaret.lai@relivehealth.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 29, 2025.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 and Exhibits F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit C 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 AR Business in my area?	Item 12 and the "territory" provisions in the area representative agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Relive area representative?	Item 20 and Exhibits F 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 area representative 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 area representative 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 area representative agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your area representative 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 area representative 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 area representative 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 area representative agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Florida, where the franchisor's principal place of business is located. Out-of-state arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

3. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

4. **Unopened Franchises**. The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet

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

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

  (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

  (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

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

RELIVE FRANCHISING LLC
Area Representative Franchise Disclosure Document

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

The Franchisor

Relive Franchising LLC ("we," "us" or "our) is a limited liability company that was previously named R3VIVE Franchise LLC, which was organized on April 17, 2020 in the state of Florida. We filed Articles of Amendment to Articles of Organization of R3VIVE FRANCHISE LLC with the State of Florida on April 5, 2023 changing our name to Relive Franchising LLC. We are the franchisor of the franchise program described in this franchise disclosure document. We began franchising under the name R3VIVE Franchise LLC on April 23, 2020. Our principal office is located at 2300 SW Gateway Place, Stuart, Florida 34997. We conduct business under the name and mark "Relive Health and Relive." We do not do business under any other name. Related trademarks, service marks and logos are listed in Item 13 (collectively, the "Marks"). We are not in any line of business other than the sale of the type of franchise offered under this franchise disclosure document. Exhibit A lists the Agents for Service of Process in various states where the Agents are required.

We began to offer area representative franchises in July 2022. We are not engaged in any other business activities and have never offered franchises in any other lines of business, except we have offered franchises Relive Health Centers since April 23, 2020 under a separate Disclosure Document. Affiliated entities currently own and operate two of the businesses of the Health Centers. Additionally, we have granted licenses to 51 entities to operate Relive Health Centers (24 are in operation and 27 have signed agreements but are not yet open). We do not operate any AR Businesses.

Our Parents

We do not have any parents.

Our Predecessors

We do not have predecessors.

Our Affiliates

Our affiliate which owns and operates a Health Center is Pro Performance Anti-Aging and Pharmaceutical Supplementation LLC, operating at 828 SW Federal Highway, Stuart, FL 34994.

Our affiliate Driply Marketing Group LLC ("DMG") is the exclusive supplier of HIPAA-compliant lead management CRM software ("Driply") purchased by our franchisees. DMG has never offered franchises in this or any other line of business. DMG has never operated a Relive Health Center. DMG's principal business address is 760 NW Enterprise Drive, Port St. Lucie, Florida 34986, and was formed on July 26, 2023.

Our affiliate Revive MD Supplement Company, LLC ("Revive MD") is a Florida limited liability company with a principal business address of 2300 SW Gateway Place, Suite 140, Stuart, FL 34997, and was formed on August 28, 2019. Revive MD is the exclusive supplier of nutritional supplements purchased by our franchisees. Revive MD has not offered franchises in this our any other line of business previously.

Our affiliates have not offered franchises for this business or franchises for any other line of business.

Relive System

We and our affiliates have developed valuable and proprietary business formats and systems (collectively, the "System") used for developing and operating AR Businesses that assist in developing, operating, selling, and supporting premium wellness Health Centers operating under the Relive® mark ("Health Centers"). Health Centers are identified by a blue color scheme and trade dress and offer members access to wellness services, including HRT and IV Therapy, and other related services and ancillary merchandise related to the Relive concept.

The distinguishing characteristics of the System include, but are not limited to, our Health Center and business designs, layouts, and identification schemes (collectively, the "Trade Dress"); our specifications for equipment, inventory, and accessories; our website or series of websites for the promotion of the brand and the Health Centers (the "System Website"); our relationships with vendors; our software and computer programs; our online booking system; our reservation procedures; the accumulated experience reflected in our training program, operating procedures, customer service standards methods, and marketing techniques; and the mandatory and suggested policies, procedures, standards, specifications, rules, and requirements ("System Standards") set out in our training, instructional, and operations manuals and other materials applicable to the operation of for the operation of Health Centers and AR Businesses ("AR Manuals") and otherwise in writing. We may change, improve, add to, further develop, and discontinue any of the elements of the System from time to time.

We identify businesses operating under the System by means of the trademark and service mark "Relive®" and certain other trademarks, service marks, trade names, signs, associated designs, artwork, and logos described in Item 13 of this Disclosure Document (collectively, the "Marks"). We may designate for your use other trade names, service marks, and trademarks as Marks from time to time.

The Health Centers include (i) Health Centers owned and operated by us or our affiliates ("Company Owned Health Centers"), and (ii) Health Centers owned and operated by third-party franchisees (which may include your affiliates) that are licensed by us or our affiliates ("Franchised Health Centers").

<u>Our Area Representative Program</u>

In this Disclosure Document, we offer to persons who own or will own at least one Franchised Health Center and meet our qualifications and who are willing to undertake the investment and effort, the right to operate an AR Business in a territory that we designate (the "Territory") through an Area Representative Agreement (the "AR Agreement") with us. Our current form of Area Representative Agreement is attached as Exhibit B to this Disclosure Document. We refer to a franchisee that signs an Area Representative Agreement and operates an AR Business as an "Area Representative."

As an Area Representative, you must own, operate, and maintain through an affiliate at all times during the term at least one Franchised Health Center, which will be designated as your certified training Health Center ("Pilot Health Center"). The Pilot Health Center and any other franchises you may wish to develop must be owned and operated by a separate affiliate. We are not offering the right to operate a Franchised Health Center in this Disclosure Document. The right to operate a Health Center, including a Pilot Health Center, is offered in a separate Disclosure Document. This Disclosure Document applies only to an AR Business.

Under our direction and management, AR Businesses solicit and screen prospective Franchisees ("Prospects") for the right to own and operate Franchised Health Centers under franchise agreements which are between us and the Franchisee (the Area Representative is not a party) ("Franchise Agreements"), which we may grant in our sole discretion. Individuals or entities granted Franchises to operate Health Centers are referred to as "Franchisees."

Under our direction and management, AR Businesses also assist us in rendering certain services and support to Franchisees within the Territory, including making the Pilot Health Centers available for training Franchisees and their employees; overseeing the development and construction process for Franchised Health Centers; assisting Franchisees with presales, core business reviews and marketing, in addition to conducting regular visits to determine the Franchisees' compliance with our operation and System Standards, and applicable performance standards under the Franchise Agreement; and conducting regular consultation meetings with Franchisees in the Territory.

As an Area Representative, your primary roles will include actively and continually soliciting Prospects and assisting us in rendering training and support services to them, as described in your AR Agreement and our AR Manuals. Among other things, you will be responsible for these critical support functions, under our direction and management:

(1) Solicitation of Prospects. You must actively and continuously market and promote in your Territory through advertising (or otherwise as we direct) Franchises and solicit Prospects to develop and operate Franchised Health Centers to be located in your Territory. You will be required to comply with all national, state, and local laws and regulations applicable to the marketing and sale of franchises. Depending on the location of your Territory, you may have to register, at your expense, yourself (which may include obtaining registrations or licenses as a franchise broker, real estate broker, business broker or otherwise) with one or more state authorities or make other state filings before offering Franchises. If your Territory is in a state that requires the registration of franchise offerings, you may not solicit Prospects in any period in which (i) we do not have an active franchise registration in such jurisdiction or (ii) we must suspend sales while an amendment or renewal application is pending.

You must provide Prospects with a franchise disclosure document that we will prepare and provide to you. We will bear any costs related to the preparation and registration of the franchise disclosure document.

You are responsible for developing on your own, through your affiliates, or through third parties a minimum number of Health Centers in your Territory. You must ensure that Franchise Agreements are signed and Health Centers are developed, opened, and operated in your Territory in accordance with, and by the deadlines specified in, the development schedule set out in your AR Agreement (the "Development Schedule"). We will negotiate with you the terms of the Development Schedule, including the minimum number of Health Centers that you are responsible for directly or indirectly developing and the deadlines for signing Franchise Agreements and opening Health Centers. If you fail to meet any of the deadlines in the Development Schedule, we may reduce the size of your Territory, eliminate your protected rights related to your Territory, terminate the AR Agreement, or exercise other remedies outlined in the AR Agreement.

(2) Assisting Prospects. You must work with Prospects in your Territory to help gather information requested by us and ensure that everything is in order for them to sign a Franchise Agreement. You must also conduct a welcome orientation for Prospects and identify to them your role going forward.

(3) Pre-Opening Assistance. You must assist new franchisees with real estate selection and identification of vendors. You will be required to perform the following activities:

(a) Pre-Development Phase. Assist franchisees in planning and value-ads, and other support reasonably required by the franchisees.

(b) Construction Phase. This on-going phase starts once the lease is signed and the plans are approved for a franchisee's site. You will ensure that the construction plans meet our specifications; that the franchisee has obtained all required permits and approvals; and that the franchisee and its contractor(s) are following the plans without any changes or deviations. You are required to conduct weekly or bi-weekly inspections and gather photographs to send to us. You will help franchisees in your Territory secure and order equipment for their Health Centers, and you will ultimately be required to sign off on the Health Center build-out and provide all photographs to us before we will approve the Health Center to be opened for business.

(c) Pre-Sales Phase. Meet with franchisees and inspect the Franchised Business during the membership pre-sale period to ensure that all pre-sales activities achieve consistency and brand compliance, as well as spot check membership for accuracy.

(d) Preparing for Opening. You must participate in launch training for Franchisees in your Territory if we do the training. You and your employees will be responsible for launch training for franchisees in your Territory beginning with the third Health Center opening.

(e) Soft Opening. Assist franchisees with their Health Center Soft Opening.

(f) Grand Opening and Post Grand Opening. You, or your approved representative, must attend the Grand Opening for each Franchised Health Center in your Territory, assist with role play and knowledge validation, and, for 30 days following each Health Center's opening, visit the Health Center and/or contact the owner bi-weekly (conference calls, etc.) to provide support/assistance and audit the Health Center on-going on a monthly basis.

(4) On-going Franchisee Support. You are required to support your franchisees in the following six critical component areas (we may require certain activities to be performed by you on a daily, weekly, monthly, quarterly or annual basis, as may be specified in the AR Manuals or otherwise by us):

(a) Sales;
(b) Operations;
(c) Training and Development;
(d) Safety;
(e) Marketing; and
(f) Franchisee Management and Leadership.

(5) On-going Area Representative Obligations. You and/or one of your other owners, if any, are required to attend all Area Representative webinars hosted by us and all other webinars as required, such as Marketing and Sales. Webinars are usually held on a monthly basis.

The AR Business also renders certain services directly to us, including delivery of annual business plans; audit reports of Franchisees in the Territory; regular reports on business activities; collection of monies due to us by Franchisees; and other activities that we may deem necessary from time to time.

Market

Each Health Center will compete with other Health Centers and businesses that offer similar products and services, including other national chains. The market is developed but is expanding to satisfy the needs of health and wellness enthusiasts. Depending upon a Health Center's location and demographics, certain high/low seasons exist. Health Centers offer products and services throughout the year to the general public, although adults between the ages of 25 and 60 are targeted. The market for a particular AR Business or Pilot Health Center may differ significantly from the market conditions we experience in the markets where our affiliates operate AR Businesses and Health Centers. Therefore, you should consider this and other factors in evaluating whether to invest in our franchise system.

Competition

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

Industry-Specific Laws and Regulations

Owning and operating a Relive AR Business will require compliance with all local, state and federal regulation related to administering controlled substances as a part of HRT regimen, Vitamin infusions, Ozone Therapy, vitamin shots, Med spa services, and aesthetics as well as other agreed upon services. These services require medical staff as well as certifications. There are corporate practice of medicine requirements in the following states: Arizona, Arkansas, California, Colorado, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nevada, New Jersey, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Washington, and West Virginia. A management company will need to be created to possess ownership. Consult with your attorney to begin the process required as well as become familiar with the additional expense. All Relive locations will require oversight from a "Medical Director" with an MD or DO status, if not owned by a doctor. Medical Directors are required to visit the Health Center and perform random audits of patients to ensure compliance with local, state and federal regulations. Additionally, you must comply with the local, state, and federal laws that apply to your operations, including health, sanitation, no smoking, EEOC, OSHA, discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act requires readily accessible accommodations for disabled people, and, therefore, may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, and the like. You must also obtain real estate permits, licenses and operational licenses. You should consult with your attorney concerning these and other local laws and ordinances that may affect your Health Center operations.

ITEM 2. BUSINESS EXPERIENCE

Founder: Domenic Iacovone

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

Partner: Jerome Kern

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

Chief Financial Officer: Gregory Hedger

Mr. Hedger has been our Chief Financial Officer since March 2025. Previously, he was our Acting Chief Financial Officer from 2022 to 2024 through Grassi Franchise Services LLC, where he was employed as Accountant since July 2011 in Ronkonkoma, New York.

Chief Executive Officer: Gina Iacovone

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

Chief of Operations: Ted Bell

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

Chief Legal Officer: Margaret Lai

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

Franchise Sales: Manny Ceara

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

Director of Franchise Support: Stephanie Emich

Ms. Emich has served as our Director of Franchise Support since July 2024. She brings over 15 years of experience in the spa, salon, and fitness industries, including her role as a Regional Manager at Hand & Stone Massage and Facial Spas. With a strong background in operations management, customer experience, and team leadership, she specializes in driving business growth and franchise success. At Relive, Stephanie is dedicated to optimizing efficiency, ensuring brand consistency, and providing unwavering support to our franchisees.

Director of Franchise Support: Kenny McDowell

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

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

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

Director of Learning and Development: Nadia Symanowicz

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

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

ITEM 3. LITIGATION

Concluded Litigation

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

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

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

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

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

On April 8, 2023, Relive Franchising LLC ("Relive"), along with DJI Consulting LLC ("DJI"), which used to hold the R3VIVE Service Mark previously in use by the R3VIVE franchise brand, filed suit against the operators of a formerly corporate-owned location, Fit Medical Management, Inc. ("FMM"). FMM had entered into an agreement with DJI to operate a location in Jericho, NY, under the R3VIVE brand agreeing to follow in strict conformity with the R3VIVE System. Despite receiving numerous correspondence from DJI and R3VIVE Franchise LLC about multiple egregious defaults that jeopardized the System and the brand, FMM refused to correct its defaults. As a result, consistent with the terms of the agreement, DJI terminated the agreement. Despite termination, FMM continued to operate the location in Jericho, NY, and continued to use the R3VIVE Service

Mark in violation of the terms of the agreement. Prior to filing suit, Relive and DJI attempted in good faith to find a reasonable resolution to the situation however FMM would not engage in meaningful negotiations. Instead, FMM refused to acknowledge the defaults, claimed it was an accidental franchisee, and demanded an unsubstantiated sum of money. DJI has sued FMM for the following: Count I – Breach of Contract (DJI v. FMM); Count II – Service Mark Infringement (Relive v. FMM); and Count III – Common Law Trademark Infringement (Relive v. FMM).

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

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

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

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

You must pay us an initial area representative fee (the "AR Fee") calculated by a third-party demographic study in order to determine the amount of health centers that can be developed in the Territory. The AR Fee will generally range from $150,000 to develop a territory with at least 8 locations to $650,000 to develop a territory with at least 45 locations. The amount of the AR Fee depends on the size of your Territory, its demographic characteristics, your capacity to recruit and provide services in the Territory, and the number of Health Centers we believe the Territory can sustain. We identify the Territory, Development Schedule, and AR Fee in the AR Agreement before you sign it.

You must pay the initial AR Fee in a lump sum when you sign the AR Agreement. In consideration for this initial AR Fee, we grant you a franchise to operate an AR Business in a Territory and provide you with initial training. The initial AR Fee is fully earned and non-refundable, except that we will refund an amount equal to either (i) 50% of the then-current initial franchise fee for each Health Center in your Territory that you are responsible and the procuring cause for the sale, or (ii) 40% of the then-current initial franchise fee for each Health

Center in your Territory for which we are responsible for the sale. The number of Health Centers you are required to develop will also be reduced accordingly. Company Health Centers will not count towards any compensation we owe you for services, including initial franchise fees, royalties, transfer fees and renewal fees, as you will not be required to provide any services to Company Health Centers.

We and our affiliates collected an AR Fee of $200,000 to develop a territory with at least 12 locations during the fiscal year ended December 31, 2024. We have no intention, now or in the future, of reducing the initial AR Fees for any prospective Area Representative, although we reserve the right to do so in our sole discretion, on a case-by-case basis.

We may, at our option, require you to purchase a demographic analysis and/or map for the Territory upon signing the Area Representative Agreement from us or our designated vendors, which will cost approximately $2,000 based on the current functionality of the program and will be non-refundable. The demographic analysis will contain demographic statistics such as population density, average household income and other factors. We will use this information in helping to determine the number and location of Health Centers to be developed in the Territory.

As an Area Representative, you must own, operate, and maintain a Pilot Health Center at all times through an affiliate. Unless we specify otherwise, the Pilot Health Center will be the first Health Center that any of your affiliates open during the term of your Area Representative Agreement. We will not charge an initial franchise fee for the initial Pilot Health Center. For the second or subsequent Health Center operated by your affiliates, your affiliate must pay the standard, then-current initial franchise fee for such Health Centers. The franchise for the Pilot Health Center and any other Health Centers will be offered under a separate Disclosure Document.

ITEM 6. OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Training Fees	Currently $250 per day per person for initial training programs. Fee varies for other programs.	As incurred	Payable for additional or replacement trainees attending initial training programs. We may change the applicable fees from time to time. We may charge you a fee for supplemental training programs and seminars, including our e-learning modules.
Successor License Fee	$1,000 for each Franchised Health Center open and operating in the Territory plus the then– current AR Fee as applied to the Territory and the number of additional Health Centers to be developed under the successor Development Schedule	Upon signing successor AR Agreement	There are other conditions to enter into a successor license for the AR Agreement. (See Item 17)

Type of Fee[1]	Amount	Due Date	Remarks
Transfer/Assignment Fee	$10,000 for a Control Transfer. $5,000 for all other transfers (other than transfers to an Entity formed to operate the AR Business).	Before the transfer or sale	Payable when, and if, you transfer or sell your franchise. There are other conditions to transfer. A "Control Transfer" means any transfer of (i) any interest in the AR Agreement; (ii) the AR Business or all or substantially all of its assets; (iii) a 20% or greater interest in your Entity; or (iv) an ownership interest that results in a change in control over your Entity.
AR Brand Fund Fees	Currently, not collected. if we establish the AR Brand Fund, $500 to $1,000 per Territory owned by you.	Monthly	Payable if we establish the Area Representative Brand Fund (the "AR Brand Fund"), which is described in Item 11. This does not include broker's fees if we engage a broker for your Territory.
Technology Fee[2]	Currently, $200 per month. We anticipate assessing other software license fees in the near future which could range from $75 to $350 per month or more.	As incurred	You must pay us fees associated with any products, services, licenses, and sublicenses related to the Technology System that we require. Currently, this fee includes access to our Prospect and franchisee management software with our franchise sales database (the "Management Software") that we license to you for your AR Business. We may change this fee and the included products and services from time to time.
Demographic and Mapping Analysis Fee	Currently, $1,000 to $3,000 per year	On demand	We may require you to pay us or our designated vendors a fee to obtain a demographic analysis and/or map of the Territory annually.
Management Fee	125% of any costs and expenses we incur while providing management	On demand	If you require assistance after a death or disability, we may send in our personnel to

Type of Fee[1]	Amount	Due Date	Remarks
	services, including our out-of-pocket expenses and a pro-rata portion of the compensation we pay our personnel		manage the AR Business until you are able to meet our standards. We also have the right to retain any Compensation owed to you during any period in which we manage your AR Business.
Failure to Perform Fee	Amount of out-of-pocket expenses plus 25%	As incurred	Payable to us. Payable for work and expenses incurred by us in performing services to Franchisees in the Territory which you have failed to perform.
Penalty for Failure to Train	$10,000 and forfeiture of any compensation otherwise due you relating to such Franchisee (including initial franchise fees, royalties, etc.)	On demand	Payable if you fail to train or arrange for someone to train a Franchisee to our satisfaction.
Interest on Overdue Payments and late fees	Lesser of 1.5% per month, or maximum rate permitted by law, plus $100 per week or portion of a week that the payment or report is overdue	As incurred	Payable to us. Payable on overdue amounts after 10 days
Enforcement Reimbursement	25% of our attorneys' fees and costs	On demand	Payable to us. We may require you, in our sole discretion, to reimburse us for 25% of the expenses of any legal action we take against Franchisees (other than you or your affiliates) in your Territory.
Insurance Premiums	Amount of unpaid premiums, plus a reasonable administrative fee	As incurred	Payable to us. Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you
Indemnification	Will vary under circumstances	As incurred	Payable to us. You must indemnify us and our affiliated parties when certain of your actions result in loss to us under the AR Agreement.
Noncompliance Fee	$1,000 for second violation in 12-month period; $2,000 for third	As incurred	If, after we notify you, you fail to comply with the System

Type of Fee[1]	Amount	Due Date	Remarks
	and $4,000 for fourth violation		standards, we may charge you a fee.
Driply CRM Software[(3)]	Then-current fee (currently $399, plus $0.0285 per text, $0.00243 per email, $.0306/minute per receiving call, $.0504/minute per outgoing call)	Same as Royalty	Payable to our affiliate, Driply Marketing Group LLC (“DMG”), for the HIPAA-compliant lead management CRM designed exclusively for Relive Health Centers. This fee is assessed on a per-location basis.

NOTES

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

2. Portions of the Technology Fee, including the Microsoft and Salesforce licenses, will not be charged until the Pilot Health Center is open.

3. Payable to our affiliate, DMG, for the HIPAA-compliant lead management CRM designed exclusively for Relive Health Centers. This fee is assessed on a per location basis. You must also pay an SMS fee of $0.0285 per 160-character segment and an email fee of $0.00243 per 160-character segment for texting and email usage through Driply. You may also purchase an optional management service for personalized support for an additional $249 per month.

ITEM 7. ESTIMATED INITIAL INVESTMENT

AR Agreement

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is To Be Made
AR Fee[1]	$150,000	$650,000	Check or wire transfer	Upon signing the AR Agreement	Us
Demographic Analysis/Map of Territory[2]	$2,000	$2,000	As Arranged	Before Beginning Operations	Us or outside supplier
Travel and Living Expenses During Training (for all attendees)[3]	$1,500	$3,000	As Arranged	As Incurred	Third Parties

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is To Be Made
Furniture, Fixtures and Equipment (including Technology System)[4]	$0	$2,500	As Arranged	As Incurred	Third Parties
Signage & Business Cards	$100	$1,000	As Arranged	As Incurred	Third Parties
Business Licenses[5]	$100	$10,000	As Arranged	As Incurred	State and local agencies
Insurance[6]	$3,000	$5,000	As Arranged	As Incurred	Insurance Company
Vehicle[7]	$0	$2,500	As Arranged	Before Beginning Operations	Third Parties
Advertising	$10,000	$20,000	As Arranged	As incurred before and after Pilot Health Center opens	Approved Supplier
Additional Funds (Initial Period – 3 months)[8]	$3,000	$12,000	As Arranged	As Necessary	Various
TOTAL[9]	**$169,700– $708,000**				

NOTES

1. The AR Fee is described in Item 5 of this Disclosure Document. The AR Fee is not refundable under any circumstances.

2. We may, at our option, require you to purchase a demographic analysis tool for the Territory from us or our designated supplier upon signing the Area Representative Agreement and annually thereafter. The demographic analysis tool will provide demographic statistics such as population density, average household income, and other factors. We will use this information in helping to determine the number and location of Health Centers to be developed in the Territory and to determine optimal placement of locations in your Territory.

3. We provide an initial Area Representative training (the "AR Training Program") for all of your Owners who have executed the AR Agreement without charge, but you are responsible for all compensation, travel and living expenses. If there is room, we may also allow up to two of your regional employees to attend applicable portions of the initial AR Training Program, as determined by us, without charge, provided all Owners have attended the AR Training Program. We may charge a reasonable training fee (currently, $250 per day per person trained) for additional or replacement trainees.

[4] The costs of these items are dependent on the size and configuration of your AR Business. This estimate includes a digital camera, computer, printer, scanner, cell phone, telephone, facsimile machine and high-speed internet connection. The low end is based on the assumption that you already have all of these items. See Item 11.

[5] This estimate includes any costs of obtaining any required licenses or permits to operate your business, including the cost of registering as a broker or salesperson with any state agency. Your costs will vary based on your jurisdiction.

[6] Insurance must be obtained to meet the minimum requirements established by the System Standards. See Item 8.

[7] You will need a vehicle to provide site selection checks, meet with Prospects, assist in Franchisee openings, and visit Franchised Health Centers, etc. The low estimate assumes you already have one. The high estimate is an estimate of your initial expenses of acquiring and operating a vehicle for three months. The cost varies depending on the type of vehicle, gas mileage, maintenance, used or new, lease or purchase, financing rates and other variables.

[8] This estimate includes additional funds you may need prior to opening your AR Business and in the three-month period following the opening of the AR Business. The additional funds are intended to cover additional required expenses that you are likely to incur, including, without limitation, employee salaries and wages, utilities, payroll taxes (including payroll to cover the pre-opening training period for your staff), legal and accounting fees, health and workers' compensation insurance, bank charges, miscellaneous supplies, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, and other miscellaneous items. We based this estimate on the costs our affiliates have incurred providing similar sales and support services and operating similar businesses in areas in which there are no AR Businesses.

[9] This estimate does not include the estimated initial investment required to open and operate the Pilot Health Center, which are described in a separate Disclosure Document. Since you may operate your AR Business from your home or Pilot Health Center, you are not expected to incur any real estate-related expenses related to the operation of your AR Business.

We do not offer any direct or indirect financing for your initial investment for an AR Business.

Unless otherwise stated, the costs and expenses described in the table are non-refundable.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your AR Business in strict conformance with our methods, standards, and specifications, which we prescribe in our confidential Manual and various other confidential manuals and writings prepared by us for your use in operating an AR Business (collectively, the "Operations Manual"). We may periodically change our standards and specifications at our sole discretion. The Operations Manual covers nearly all aspects of your AR Business operations.

Approved Suppliers

You are required to purchase and utilize the HIPAA-compliant lead management CRM tool designed exclusively for Relive Health Centers, known as "Driply." You must purchase Driply from our affiliate, DMG, and no other supplier. We and our affiliates may generate a profit from these purchases. Our Founder, Domenic Iacovone, owns an interest in DMG. During the fiscal year ended December 31, 2024, DMG received $331,472.17 in gross revenue as a result of franchisee purchases of services.

Except for the demographic and mapping analysis, we currently have no designated suppliers or approved suppliers for goods or services relating to your AR Business. However, we have the right to require that furniture, fixtures, signs, and equipment (the "Operating Assets") and products, supplies, and services that you purchase for resale or purchase or lease for use in your AR Business: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased or leased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates).

We may, at any time, change, delete, add to or modify any of our standards and specifications or suppliers or service providers. These changes, deletions, additions or modifications, which will be uniform for all franchisees, may require additional expenditures by you. We will notify you in our Manuals or other communications of any changes to our System Standards or approved suppliers or service providers.

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

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

We may limit the number of approved suppliers with whom you may deal, designate sources that you must use and/or refuse any request for alternative suppliers for any reason, including that we have already designated an exclusive source (which may be us or our affiliates) for any particular item or service if we believe doing so is in the best interest of our franchise system.

Technology System

You must obtain, maintain, and use the hardware, software, other equipment, and network connections that we specify periodically in the AR Manuals, including the hardware, software, other equipment, and network connections necessary to operate any technology systems that we designate (collectively, the "Technology System").

Insurance

You must obtain and maintain, at your own expense, such insurance coverage that we require from time to time and meet the other insurance-related obligations in the AR Agreement, including coverage for claims by Franchisees or those they injure, while in your training program. The cost of this coverage will vary depending on the insurance carrier's charges, terms of payment and your history. All insurance policies must name us (or our designated affiliate) as an additional insured party. We currently require you to carry (a) comprehensive general liability insurance against claims for bodily and personal injury, death and property damage with a minimum liability coverage of $1,000,000 per occurrence or $2,000,000 in the aggregate; and (b) automobile liability insurance for any vehicles owned or used in connection with the AR Business, with a combined single limit of at least $1,000,000.

Your obligation to obtain and maintain the policies that we require, in the amounts specified, will not be limited in any way by reason of any insurance maintained by us, nor will your performance of that obligation relieve you of your liability under the indemnity provisions in the AR Agreement. If you fail to procure or maintain the insurance that we require, we may (but are not obligated to) obtain the required insurance and charge the cost of the insurance to you, plus a reasonable administrative fee.

Miscellaneous

Revenues and Payments from Required Purchases. Neither we nor our affiliates currently derive revenue or other material consideration as a result of Area Representatives' required purchases or leases. In the future, we or our affiliates may derive revenue or other benefits based on your purchases and leases, including from charging you for products and services we or our affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by suppliers and/or distributors that we designate or approve for some or all of our franchisees. We and our affiliates may use all amounts received from you or suppliers and/or distributors, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate.

Proportion of Purchases Subject to Specifications. We estimate that the cost to purchase and lease all equipment, inventory and other items and services that we require you to obtain from us or our affiliates, from designated suppliers, or in accordance with our specifications (which currently includes only the Technology System) is approximately less than 1% of the total cost to purchase and lease equipment, inventory, and other items necessary to establish an Area Business and 5% to 10% of the total cost to purchase and lease equipment, inventory, and other items to operate an AR Business.

Cooperatives and Purchase Arrangements. There currently are no purchasing or distribution cooperatives. We do not have any purchase arrangements with suppliers for the benefit of Area Representatives.

Material Benefits. We do not provide material benefits to franchisees (for example, renewal of existing or granting additional franchises) based on their use of designated or approved suppliers.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section In Area Representative Agreement (AR)	Disclosure Document Item
a.	Site selection and acquisition/lease	7(y)	Items 7 & 11
b.	Pre-opening purchases/leases	3(f), 8(d) and 8(e)	Items 5, 7, and 8
c.	Site development and other preopening requirements	Not applicable	Items 7, 8, and 11
d.	Initial and on-going training	6	Item 11
e.	Opening	15(b)(v)	Item 11
f.	Fees	3, 7(v), 8(d)(iii), 8(e), 10(c)(h), 11(b), 15(c)(ii)(E), 16(a), 16(b)(v), 17 and 20(j)	Items 5 and 6
g.	Compliance with standards and policies/Operating Manual	4(a), 5(g), 6(h), 7, 8(a), and 8(b)	Items 8, 11 and 14
h.	Trademarks and proprietary information	12 and 13	Items 13 and 14
i.	Restrictions on products/services offered	7 and 8(d)	Item 16
j.	Warranty and customer service requirements	7	Item 15
k.	Territorial development and sales quotas	4(b)	Item 12
l.	On-going product/service purchases	8(d) and 8(e)	Item 8
m.	Maintenance, appearance, and remodeling requirements	Not Applicable	Item 11
n.	Insurance	17(b)	Item 6, 7, and 8
o.	Advertising	4(a) and 9	Items 6, 7 and 11
p.	Indemnification	17(a)	Item 6
q.	Owner's participation/ management/staffing	1(c)(vi), 7, 8(c), 11(b) and 15(b)(vi)	Items 11 and 15

	Obligation	Section In Area Representative Agreement (AR)	Disclosure Document Item
r.	Records/reports	5(g), 8(f) and 8(g)	Items 6 and 11
s.	Inspections/audits	5(g) and 7(m)	Items 6 and 11
t.	Transfer	10	Item 17
u.	Renewal	2(b) and 2(c)	Item 17
v.	Post-termination obligations	16	Item 17
w.	Non-competition covenants	14 and 16(d)	Item 17
x.	Dispute resolution	20	Item 17
y.	Proposed transfers and our right of first refusal	10(f)	Item 6 and 7

ITEM 10. FINANCING

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

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

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

Pre-opening Obligations: Before you open your AR Business, we will:

(1) Provide you (or, if you are an Entity, all of your Owners who have executed the AR Agreement) with initial training. This training is described later in this Item 11. (AR Agreement §6)

(2) Provide you with copies of the Franchise Agreement, Franchise Disclosure Document and related or ancillary documents necessary to offer or sell franchises (the "Documentation"). (AR Agreement §5(a))

(3) Provide you with access, at your expense, to the Management Software, defined in Item 11, used for capturing and managing your leads and the disclosure process for your Prospects as well as franchisee management. (AR Agreement §8(e))

Post-Opening Obligations: During your operation of your AR Business, we will:

(1) With your assistance and cooperation, prepare, amend, register and/or file, at our expense, any franchise disclosure or other documents that are required by state regulatory agencies. (AR Agreement §5(b))

(2) Refer to you all information that we obtain from Prospects who want to operate in your Territory. (AR Agreement §4(c))

(3) Make reasonable efforts to provide you with copies of correspondence, reports and data provided to us by Franchisees in your Territory if we determine it is useful to the operation of your AR Business and it is the type of information that Franchisees provide to us under their Franchise Agreements. (AR Agreement §8(g)(iii))

(4) Provide on-site "launch training" in connection with the opening of the first two Franchised Health Centers that open in your Territory following the effective date of your AR Agreement. (AR Agreement §6(e))

(5) Maintain directly or through affiliates the AR Brand Fund, if we, in our sole discretion, establish it. (AR Agreement §9)

(6) Pay you compensation based on amounts that we receive from Franchisees for Franchised Health Centers sold for operation in and located in your Territory as follows:

Type of Fee	**Amount** [4]
Initial Franchise Fees (as defined in the applicable Franchise Agreement) for Franchisees for which you are the procuring cause for the sale and who you train in your Pilot Health Center [1][2]	50%
Initial Franchise Fees for Franchisees for which we are responsible for the sale and who you train in your Pilot Health Center [1][2].	40%
Royalty Fees [3]	29.16% of all royalties collected from franchised Health Centers in your Territory [3]

(1) If we refund any or all of the initial franchise fee paid to us, you must reimburse us the compensation we paid to you pertaining to it. Among other things, we will refund 50% of the initial franchise fee for a Franchisee's initial Health Center if we terminate the Franchise Agreement based on the Franchisee's failure to satisfactorily complete our initial training program. (AR Agreement §3(h)(i))

(2) To the extent that we pay compensation to brokers, lead referral sources or others to generate qualified prospects that we either compensate on a per-lead basis or per-lead qualified prospect or franchise-sale basis, we will reduce your compensation by 50% of the amount of any compensation we pay to such source. (AR Agreement §3(h)(i))

(3) We will pay you a royalty commission equal to 29.16% of all royalties we collected from all Franchised Health Centers operating in the Territory in the previous 13-week accounting period ("Period"). However, we will not be liable to pay to you until we receive the Royalty payments (as defined in the applicable Franchise Agreements) from each Franchisee under and in accordance with the applicable Franchise Agreement. (AR Agreement §3(h)(ii))

(4) Payments will be made to you on or before the payment dates that we specify: (a) based on amounts we collect during the immediately preceding accounting period for royalties; and (b) based on openings of each Health Center we have approved in the Territory during the immediately preceding accounting period for initial franchise fees. We may change the payment dates and accounting periods from time to time in our sole discretion. (AR Agreement §3(h)(v))

(7) Pay you 50% of the then-current initial franchise fee that would be paid for a Franchised Health Center upon opening a Company-Owned Health Center to the public. Other than this payment, we will not pay you any amounts related to any Company-Owned Health Centers that open and operate in your Territory. (AR Agreement §3(h)(iv))

Hardware and Software Requirements

You must obtain, maintain, and use the Technology System that we specify periodically in the AR Manuals. We currently require you to have a personal computer that operates on a Windows 10 or higher operating system, or the Apple equivalent. The computer must have a high-speed modem that permits you to connect to the Internet and to transmit and receive e-mail. We currently require you to install Microsoft 365 or newer (to include Excel, Word, and Outlook). You are responsible for obtaining the necessary training for proficiency in these programs. The personal computer must have current and active antivirus software installed. A printer and plain-paper facsimile are also required. The fax machine must be capable of storing calls in memory in the event of a paper/ink outage.

You must license our management software (the "Management Software") in order to obtain access to our database franchise management system. We currently charge a $200 monthly Technology Fee for access to the Management Software, which also provides franchisee management. We anticipate assessing other software license fees as part of the Technology Fee in the near future, which could range from $75 to $350 per month or more. We may change the Technology Fee and the products, services, software, licenses, and sublicenses covered by the Technology Fee from time to time in the Manuals or otherwise in writing.

Currently, you may obtain the Technology System (other than the Management Software) from anyone you choose. In general, we estimate that the cost to obtain the Technology System will be approximately $0 to $2,500.

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

Neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades or updates to your Technology System. Currently, there are no optional or required maintenance/upgrade contracts for the Technology System.

You must use all reporting and accounting system(s) and program(s) we require from time to time. You must deliver financial and operating reports to us including via access to any internet accounting system that we establish. We will have the right to independently access your Technology System to download data at all times. There are no contractual limits on our right to access any information contained on your Technology System.

You are required to purchase and utilize the Driply tool from our affiliate, DMG at its then-current price. Currently, the fee is $399 per month, per location, and is paid directly to DMG. You must also pay an SMS fee of $0.0285 per 160 character segment and an email fee of $0.00243 per 160 character segment for texting and email usage through Driply. Driply is a HIPAA-compliant lead management CRM designed exclusively for Relive Health Centers. Driply is used in marketing efforts for lead management, customer follow up, form delivery, appointment booking, and automations. Currently, all upgrades and updates to this software are included in the monthly fee, as well as technical support. You may also purchase additional optional management services, which include personalized support, text automations support, email marketing, and landing page creation, through Driply for $249 per month. There are no additional costs for any optional or required maintenance, updating, upgrading or support contracts in connection with the Driply software. You are not required to execute a separate software license agreement in connection with your use of Driply.

Manuals

The table of contents of our AR Manuals (41 total pages) that we provide to Area Representatives (the "AR Manuals") is specified in Exhibit D. In addition, we have manuals for the operation of Health Centers, which we consider to be part of the AR Manuals, that are described in the Disclosure Document for Franchised Health Centers. Instead of providing a paper version, we may elect to provide access to the AR Manuals solely through electronic means.

Site Selection

We have no obligation to provide any site selection assistance to you. You may locate your office anywhere within your Territory, including your home. We do not own real estate that we lease to you for the operation of your AR Business. You must reside within your Territory unless otherwise approved by us.

Time to Opening

We estimate that there will be an interval of six to twelve months between the signing of the AR Agreement and the opening of your AR Business, but the interval may vary based upon such factors as the location and condition of the site for your office, the extent to which the site must be upgraded or remodeled, the delivery schedule for equipment and supplies, delays in securing financing arrangements and completing training, your compliance with local laws and regulations, and when the Pilot Health Center opens for business.

Unless we otherwise approve, you may not open your AR Business until: (1) the Pilot Health Center is fully operational and open to the public and you and your affiliate have completed the pre-opening checklist, met the presale membership obligations for the Pilot Health Center, and provided us with copies of your Certificate of Occupancy and all other licenses and registrations necessary to operate the Pilot Health Center and AR Business; (2) pre-opening training has been completed to our satisfaction; (3) the initial AR Fee and all other amounts then due to us have been paid; (4) we have been furnished with copies of all required insurance policies, or such other evidence of insurance coverage and payment of premiums as we request; and (5) the AR Training Program and Franchisee Training Program (defined below) have been completed to our satisfaction.

Your affiliate must open the Pilot Health Center for business and you must begin operating your AR Business no later than twelve months after the effective date of your AR Agreement, unless we specify different deadlines in writing. If you fail to begin operations of the Pilot Health Center or AR Business within the specified time period, we may terminate the AR Agreement.

Training

Initial Training. If you have not already done so, you (or if you are an Entity, all of your Owners who have executed the AR Agreement, including your Managing Owner (as defined in Item 15)) must complete the initial training program that we provide to Franchisees (the "Franchisee Training Program"), as well as our AR Training Program, to our satisfaction. We may, at our discretion, allow additional personnel to attend portions of such training, if there is room.

The AR Training Program lasts for approximately three days and may be conducted, in our sole discretion, online via live and/or recorded sessions or in person at our headquarters in Stuart, Florida. As of the date of this Disclosure Document, our AR Training Program is conducted online. There is no definitive schedule for our AR Training Program, which we conduct as necessary.

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

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

Currently, our AR Training Program and Franchisee Training Program consist of the following:

AR TRAINING PROGRAM

Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Relive • Expectations • Mission Vision Values • Brand Overview and Timeline of Growth	1.5	0	Online and/or our headquarters in Stuart, Florida
AR Roles & Responsibilities • AR Quick Reference Guide • AR Workbook (Planning Guide) • Tools for Regional Development	3.0	Ongoing Through RF Corporate Franchise Business Managers	Online and/or our headquarters in Stuart, Florida
AR Regional Planning • Development Schedule (Self Development or • Franchise) • Real Estate Preview - Project Development • AR FDD Overview	3.0	Ongoing AR Support Calls with corporate	Online and/or our headquarters in Stuart, Florida
Market Strategy for Growth • Buxton Tool Review • Broker /LOI / Lease Requirements	3.0	Ongoing AR Support Calls with corporate	Online and/or our headquarters in Stuart, Florida
Franchise Sales • Lead Generation • Franchise Sales Process • Franchisee Recruiting / Partner Selection • Disclosures	3.0	Ongoing AR Support Calls with corporate	Online and/or our headquarters in Stuart, Florida
VENDORS: Business in a Box	2.0	0	Online and/or our headquarters in Stuart, Florida
Construction: Health Center Design and the AR Roles • Inspections and Sign offs	2.0	Ongoing AR Support Calls with corporate	Online and/or our headquarters in Stuart, Florida
Brand Fund: • National Campaigns • Regional Campaigns • Marketing Inspections CO-OP’s (By Laws / Articles of Incorporation)	2.5	Ongoing AR Support Calls with corporate	Online and/or our headquarters in Stuart, Florida

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Critical Stages of Franchisee Support • AR Playbook • Identifying Regional Operating Director and Regional Medical Director	4.0	Ongoing AR Support Calls with corporate	Online and/or our headquarters in Stuart, Florida
Regional Support Teams • Org Chart • Why Support • Job Descriptions • Training Checklists	2.0	Ongoing AR Support Calls with corporate	Online and/or our headquarters in Stuart, Florida
Health Center Performance Leadership • KPI's / OBI / BI • CBR's • Continuity Assessments and Performance Assessments by Role	3.0	Ongoing AR Support Calls with corporate	Online and/or our headquarters in Stuart, Florida
AR Responsibilities for Pre-Sale Training, Launch Training, workshops, and continuing education	4.0	Ongoing AR Support Calls with corporate	Online and/or our headquarters in Stuart, Florida
Supporting your Product • Inspection • Recruiting Ongoing Development	5.0	Ongoing AR Support Calls with corporate	Online and/or our headquarters in Stuart, Florida
AR Continuity Guidelines	2.0	0	Online and/or our headquarters in Stuart, Florida
TOTAL	40.0		

Experience of Instructors

Nadia Symanowicz, Director of Learning and Development, oversees our training program. In addition, we will provide qualified trainers for the training program, which may include certain officers of Relive. Our trainers have direct experience with operating a Relive Health Center, with various aspects of the medical health center industry or with franchising generally. Each trainer has between 5 and 9 years of experience in the medical health center industry and 1 months and 6 years of experience with us.

We will determine, in our discretion, what constitutes successful completion of the programs. You or your trainees may be required to repeat or send replacement trainees to training programs. If your trainees fail to successfully complete the Franchisee Training Program and the AR Training Program, we may terminate the AR Agreement and we will not refund any initial fees paid by you.

Launch Training. We will provide on-site "launch training" in connection with the opening of the first two Franchised Health Centers that open in your Territory following the effective date of your AR Agreement, provided that you must also participate in such training. You will be responsible for delivering all subsequent launch training to Franchised Health Centers in your Territory at your expense.

Supplemental Training. In addition to the initial training programs, we may require you (or, if you are an Entity, each Owner who signs the AR Agreement, including the Managing Owner), your managers, and other categories of employees that we designate to attend (and, in the case of training programs, successfully complete) any conferences or supplemental or refresher training programs that we choose to provide at locations that we designate. We may charge you a reasonable registration fee for each individual that attends or participates in a program or conference. This supplemental training may include master injector training.

Annual Education Day. You (or if you are an Entity, each Owner who signs the AR Agreement, including the Managing Owner) are required to attend the Annual Education Day. We may charge you a reasonable registration fee for each individual that attends or participates in the Annual Education Day.

At least once per year, we may require your lead trainer to complete our then-current lead trainer program. We will not charge tuition for this program.

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

Training Expenses. You will be responsible for the compensation, travel and living expenses of you, your Owners and your employees during any and all training, conferences, and programs.

Advertising

All your advertising and promotion must be completely factual and must conform to the highest standards of ethical advertising. If required by the laws of your jurisdiction, all advertising and promotion relating to the solicitation of Prospects must be approved by the appropriate regulatory authorities. You may only use advertising or promotional materials approved by us and the appropriate regulatory authority. You must not engage in business or advertising practice that may injure our business and/or the goodwill associated with the Marks and Franchises. You will not be required to participate in a local or regional advertising cooperative.

You must submit samples of all advertising and promotional materials not prepared or previously approved by us for our approval prior to use. If written approval is not received by you within 15 days from the date of our receipt of the advertising materials, it is deemed not to be approved. You must not use any advertising or promotional materials that we have not approved. We may furnish you with approved local marketing plans and materials on the same terms and conditions as such plans and materials are furnished to our Franchisees.

Our Advertising. We are not obligated to develop, produce, or conduct any advertising or promotional programs. If we conduct media advertising, we may use direct mail, print, radio, Internet, or television, which may be national, regional, or local in scope. We may produce the marketing materials inhouse or employ a local, regional, or national advertising agency. We are not obligated to conduct any advertising or marketing programs within your market.

AR Brand Fund. Currently, Area Representatives are not required to participate in any advertising funds. We may, in our sole discretion, establish the AR Brand Fund for such advertising, marketing and public relations programs and materials on a system-wide basis that we deem necessary or appropriate, in our sole discretion. The

AR Brand Fund will be intended to promote recognition of the Marks, efforts to recruit Prospects, and patronage of Health Centers. If we establish the AR Brand Fund, you must participate in it and contribute to the AR Brand Fund between $500 to $1,000 per month, as we designate from time to time. We will give you at least 30 days' written notice of any change in the amount of AR Brand Fund Fees. We and our affiliates will not be obligated to contribute to the AR Brand Fund. We reserve the right to defer or reduce contributions of any or all Area Representative franchisees and, upon 30 days' prior written notice to you, to reduce or suspend contributions to and operations of the AR Brand Fund for one or more periods of any length and to terminate (and, if terminated, to reinstate) the AR Brand Fund.

If we establish the AR Brand Fund, we or our designee will maintain and administer it as follows:

(a) We will direct all advertising programs funded or sponsored using the AR Brand Fund and will have sole discretion to approve or disapprove the creative concepts, materials, and media used in those programs, the placement of the advertisements, and the allocation of the money in the AR Brand Fund to production, placement, or other costs. The AR Brand Fund may be used to pay the costs of preparing, producing, and distributing advertising materials in any form or format; administering regional and multiregional advertising programs, including, without limitation, purchasing direct mail and other media advertising and employing advertising, promotion and marketing agencies; developing marketing and advertising training programs and materials; conducting market research and secret shopper programs; creating, maintaining, and optimizing the System Website, other websites, and applications; implementing keyword or adword purchasing programs; conducting and managing social media activities; supporting public relations and other advertising, promotion and marketing activities, and reimbursing administrative costs related to the AR Brand Fund.

(b) In administering the AR Brand Fund, we and our designees are not required to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that you or any particular AR Business benefits directly or pro rata from the placement of advertising. We are not required to spend any advertising monies in your Territory.

(c) The AR Brand Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead, including rent and utilities, as we may incur in activities related to the administration of the AR Brand Fund and its programs, including, without limitation, conducting market research, preparing advertising, promotion and marketing materials and collecting and accounting for contributions to the AR Brand Fund. We have no fiduciary duty to you, or any other franchisees, or your or their respective owners with regard to the operation or administration of the AR Brand Fund.

(d) The AR Brand Fund will from time to time furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

(e) We may spend in any fiscal year an amount greater or less than the contributions to the AR Brand Fund in that year, and the AR Brand Fund may borrow from us or other lenders to cover deficits of the AR Brand Fund. If we lend money to the AR Brand Fund, we may charge interest at an annual rate 1% greater than the rates we pay our lenders. If excess amounts remain in the AR Brand Fund at the end of the year, the money will remain in the AR Brand Fund in the next year.

(f) An unaudited statement of the operations of the AR Brand Fund will be prepared annually by us and will be made available to you upon request. If you submit a written request to us requesting to review the statement, we will provide you with a copy of the statement after its preparation for the most recently completed fiscal year. We may, from time to time, cause the AR Brand Fund to be audited, but there is no requirement to do so.

(g) Although the AR Brand Fund is intended to be of perpetual duration, we may terminate the AR Brand Fund. If the AR Brand Fund is terminated, all unspent monies, less any outstanding accounts payable and other obligations, on the date of termination will be, at our option, spent on marketing in accordance with the above or distributed to our franchisees in proportion to their respective contributions to the AR Brand Fund during the preceding 12-month period.

(h) There is no contractual restriction on our right to use monies from the AR Brand Fund for preparation of AR Business franchise sales solicitation materials. However, we do not anticipate using the AR Brand Fund for such purposes, other than including a brief statement about the availability of AR Business franchises in items produced and/or distributed using the AR Brand Fund.

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

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

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

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

Advertising Council. We do not have an advertising council that advises us on the use of the AR Brand Fund or advertising policies related to AR Businesses.

ITEM 12. TERRITORY

Territory

The Territory we grant varies depending on a variety of factors, including "core customer base" as determined by us based on a myriad of factors, demographics, size, estimates of the number of potential Franchisees, business climate and other factors which we deem applicable to the Territory under the AR Agreement. There is no specific minimum or maximum area or population that we must include in the Territory.

In determining the size of the Territory, we primarily consider your capacity to recruit and provide services in the Territory and the number of Health Centers that we believe the Territory can sustain. We identify the Territory, the AR Fee and the Development Schedule in the AR Agreement before you sign it, and a map of your Territory will be attached to the AR Agreement. You are not granted any options, rights of first refusal or similar rights to acquire additional territory under the AR Agreement.

Territorial Rights and Reserved Rights

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distributions or competitive brands that we control.

As long as you are in full compliance with all of the terms and conditions of the AR Agreement, including meeting the Development Schedule and ensuring that at least 75% of the Franchised Health Centers meet System Standards, we and our affiliates will not license a third party to operate an AR Business within your Territory. Except for this limited territorial protection, we and our affiliates have the right to conduct any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your AR Business. We reserve all rights not expressly granted to you in the AR Agreement and the right to do all things that we do not expressly agree in the AR Agreement not to do. For example, without limitation, we and our affiliates have the right to:

(a) solicit and recruit Prospects in any manner to establish Franchised Health Centers anywhere, including inside the Territory (provided that we will compensate you for Franchised Health Centers located inside the Territory in accordance with this Agreement);

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

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

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

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

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

(g) provide services and support to Health Centers located anywhere, including to

(h) Franchisees located inside the Territory;

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

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

(k) acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) with units or operations located anywhere and, even if such businesses are located in the Territory, (a) convert the other businesses to the Relive brand and Marks and allow them to operate as part of the System, (b) permit the other businesses to continue to operate under another name, and/or (c) permit the businesses to operate under another name and convert existing AR Businesses or Health Centers to such other name. Such transactions are expressly permitted under this Agreement, and you agree to participate at your expense in any such conversion as may be required by us and to waive any claims, demands or damages arising from or related to the loss of our name, the Marks (or any variation thereof) and the System and/or the loss of association with or identification of Relive under this Agreement.

There may be Franchise Agreements or other agreements already in effect between us and Franchisees or distributors in the Territory when you sign your AR Agreement. The rights granted to you under the AR Agreement are subject to the rights of existing Franchisees and distributors in the Territory.

We have not established, and do not intend to establish, other franchised or company owned facilities or channels of distribution for selling products or services substantially similar to the products and services sold by Health Centers under a different trademark, although we may do so in the future.

We may give you the opportunity to participate in the sale of other services through other distribution channels or to Franchisees in the Territory. However, you may not participate in other services or areas of distribution without our prior approval.

In order to maintain your territorial rights, you must remain in full compliance with all of the terms and conditions of the AR Agreement, including the Development Schedule. To comply with the Development Schedule, you must ensure that (i) each Prospect signs a Franchise Agreement for a Health Center in the Territory by the signing deadline specified in the Development Schedule, (ii) each Franchisee opens a Health Center by the development deadline specified in the Development Schedule, and (iii) the minimum number of Health Centers specified in the Development Schedule are open and operating in the Territory at any development deadline specified in the Development Schedule. You will not be in default under the Development Schedule if your failure is due to (x) us unreasonably withholding approval of a Prospect, (y) us unreasonably delaying the closing of a sale to an approved Prospect, or (z) circumstances that we determine, in our sole discretion, are outside of your control and are not directly or indirectly related to your acts or omissions.

If (a) you are not in full compliance with all of the terms and conditions of the AR Agreement, (b) you do not meet or exceed the Development Schedule, or (c) more than 25% of the Franchised Health Centers in your Territory do not meet the System Standards, we may reduce the size of your Territory, eliminate your protected rights related to your Territory, terminate the AR Agreement, or exercise other remedies outlined in the AR Agreement. If we reduce the size of your Territory, (i) the restrictions on us and our affiliates described above will not apply in the geographic area that was removed from the Territory, (ii) your rights to market Franchised Health Centers and service Health Centers in the geographic area that was removed from the Territory will end, and (iii) we will have the right to assign such rights (including the right to receive related Compensation) to ourselves or a third party.

Referral of Prospects

We will refer to you, as we deem appropriate, all information that we obtain from Prospects who want to operate Health Centers in your Territory. At your expense, you must: (i) complete the solicitation and background investigation on such Prospect; (ii) send us all information you obtain from Prospects who want to operate outside your Territory; and (iii) complete all character profiles and other procedures we direct from time to time.

No Additional Rights

We do not grant you any options, rights of first refusal, or similar rights to acquire additional franchises.

Internet

You may not market Franchises on the Internet or establish or maintain any Website or any presence on the Internet that in any manner uses the Marks without our prior written consent. You may use the Internet to advertise only in compliance with the AR Agreement.

Territorial Restrictions

There are no territorial restrictions from accepting business from Prospects that reside or work or are otherwise based outside of your Territory if these Prospects contact you, but we reserve the right to implement rules and restrictions regarding soliciting such customers in the future in our AR Manuals or otherwise in writing. Currently, you may not market Health Centers to Prospects who are located outside of your Territory, including through the Internet or direct sales/telemarketing.

Relocation of Office

You may relocate your office anywhere within your Territory with our approval. You may not relocate your office outside of the Territory, unless we consent in writing. We will consider approving such a relocation in exceptional circumstances, but we may withhold our consent in our sole discretion.

ITEM 13. TRADEMARKS

We have registered the following principal Mark with the U.S. Patent and Trademark Office (the "USPTO"):

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

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

We also applied to register the following trademarks on the Principal Register of the United States Patent and Trademark Office based on the intent to use:

Mark	Serial Number	Filing Date	Register
Relive	97692121	November 25, 2022	Principal
R3LIVE	97692125	November 25, 2022	Principal
RELIVE	97763501	January 22, 2023	Principal
RELIVE HEALTH	97763502	January 1, 2023	Principal
	97692128	November 25, 2022	Principal
	97938947	May 16, 2023	Principal
	97938952	May 16, 2023	Principal
RELIVE HEALTH	97938958	May 16, 2023	Principal
RELIVE HEALTH	97938964	May 16, 2023	Principal

COMMON LAW MARKS
RELIVE

Common Law Rights

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

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

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

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

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

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

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

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

We have the right to control any administrative proceedings, arbitration, mediation, litigation or other proceeding involving a trademark licensed by us to you. You must immediately notify us of any apparent infringement of, or challenge to, our use of any Mark, or claim by any person of any rights in any Mark, and you must not communicate with any person other than us or our counsel in connection with any such infringement, challenge, or claim. We will take the action we think appropriate. We are not required to take any action if we do not feel it is warranted.

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

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our or our affiliates' copyrights. There is no currently effective agreement that limits our right to use and/or license our or our affiliates' copyrights. We are not obligated by the AR Agreement or otherwise to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use or licensing of the copyrights.

Any copyrights used by you in the AR Business belong solely to us or our affiliates. You agree to notify us in writing of any suspected infringement of our or our affiliates' copyrights. We and our affiliates have exclusive rights to bring an action for infringement and retain any amounts recovered with respect to such action, and to control any infringement proceeding whether brought by or against us or you. We have no obligation to defend or otherwise protect you against any claims involving any copyright, including without limitation any copyright infringement claim, or to indemnify you for any losses you may incur as a result of our copyrights infringing the rights of any other copyright owner. If so requested by us, you will discontinue the use of the subject matter covered by any copyright used in connection with the AR Business.

During the term of your AR Agreement, we or our affiliates may disclose in confidence to you, either orally or in writing, certain information, processes, methods, techniques, procedures and knowledge, including know-how (which includes information that is secret and substantial), AR Manuals and trade secrets (whether or not judicially recognized as a trade secret), developed or to be developed by us, our predecessor, or our or its affiliates relating directly or indirectly to the development or operation of an AR Business or Health Center (the "Confidential Information"). You may disclose the Confidential Information to your Owners and employees only to the extent reasonably necessary for the operation of the AR Business. You may disclose your Health Center's financial results only to a lender or prospective purchaser in connection with the proposed loan or sale of your Health Center or of a direct or indirect ownership interest in you, provided the recipient is subject to a confidentiality obligation with respect to such information. You may not use the Confidential Information in any other business or capacity; must maintain the absolute secrecy and confidentiality of the Confidential Information; must not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible or intangible form; must use best efforts to protect the information if you are legally compelled to disclose the information in a judicial or administrative proceeding; and must adopt and implement all reasonable procedures prescribed from time to time by us to prevent unauthorized use or disclosure of or access to the Confidential Information, including, without limitation, requiring employees who will have access to such information to execute confidentiality agreements in a form periodically prescribed by us.

If you or any of your owners or employees develop any new concept, process, product or improvement in operating or promoting the AR Business or a Health Center, you must promptly notify us and give us all necessary information about the new process or improvement, without compensation. You and your owners agree that any of these concepts, processes or improvements will become our property, and we may use or disclose them to other area representatives and franchisees, as we determine appropriate.

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

You must at all times faithfully, honestly and diligently perform your obligations under the AR Agreement, continuously exert your best efforts to promote and enhance your AR Business and not engage in any other business or activity that may result in a conflict of interest between your obligations as our Area Representative and your duties to provide services to a Franchisee.
The AR Business must at all times be under your direct supervision or under the direct supervision of a principal non-Entity owner that we have approved (the "Managing Owner"). The Managing Owner must complete to our satisfaction the initial training program and maintain at least a 15% ownership interest in the AR Business.

We also require each of your Owners holding 15% or more of the legal or beneficial ownership interests in the AR Business (and may require, in our sole discretion, any Owners holding less than 15% of the legal or beneficial ownership interests in the franchise) to personally guarantee your obligations to us under the AR Agreement, and we may also require such person's spouse to enter into the Owner's Guaranty as well. The guarantees will be in the form of the Owner's Guaranty attached as Appendix C to Exhibit B to this Disclosure Document.

We have the right to require you to obtain covenants against the use and disclosure of any confidential information from your Owners (and any member of their immediate families or households), officers, directors, executives, managers or members of the professional staff and employees of your AR Business who have received or will have access to our training or confidential information. Additionally, we have the right to require you to obtain non-compete covenants from your owners (and any member of their immediate families or households) and any officers, directors, or executives of your AR Business. All of the required covenants must be in substantially the form of Nondisclosure and Noncompetition Agreement attached as Appendix D to Exhibit B to this Disclosure Document. We will be a third-party beneficiary with the right to enforce the covenants contained in such agreements.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Our System Standards allow us to regulate the sales and marketing activities you engage in and the services your AR Business is required or authorized to offer. We may periodically modify the System Standards which may require you to invest additional capital in your AR Business and/or incur higher operating costs.

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

For a description of your restrictions on some purchases, see Item 8 of this Disclosure Document.

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

Except as described above, you are not restricted by the AR Agreement, or any other practice or custom with respect to the Products which you may offer. There are no restrictions with respect to the customers whom you may solicit, with the exception of purposefully soliciting patients from another Relive Health Center.

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

Any media advertising or direct mail marketing that you conduct must be predominantly focused within your Territory unless we agree otherwise. There are no territorial restrictions from accepting business from Prospects that reside or work or are otherwise based outside of your Territory if these Prospects contact you, but we reserve the right to implement rules and restrictions regarding soliciting such customers in the future in our AR Manuals or otherwise in writing.

You must provide the ongoing support services that we specify, on our behalf, to Franchisees within your Territory. These support services generally fall into six critical support areas: (i) sales, (ii) operations, (iii) medical operations, (iv) training/development, (v) marketing, and (vi) franchisee management/leadership, although we may revise and/or expand these categories from time to time, in our sole discretion.

You must: (i) at all times give prompt, courteous and efficient service to Franchisees consistent with the standards we specify in the AR Manuals or otherwise; (ii) adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with the Franchisees, Prospects, us, and the public; (iii) not favor one or more Franchisees over other Franchisees within the Territory; and (iv) not enter into any relationships with Franchisees in the Territory or others that may result in a conflict of interest between your obligations as our Area Representative and your duties to provide services to a Franchisee.

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

You may not offer or sell franchises or perform services for or in connection with any business or organization involving:

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

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

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

(iv) any business in which Confidential Information could be used to the disadvantage of us, our Affiliates, or other Relive franchisees (each, a "Competitive Business").

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

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

Provision	Section in the AR Agreement	Summary
a. Length of the franchise term	§ 2(a)	Approximately ten years beginning on the effective date of the AR Agreement and ending on the last day of the tenth Development Year, unless you are signing the AR Agreement in connection with a transfer, in which case you will receive the remaining term under the transferee's agreement with us. A "Development Year" is a calendar year, except the first and last Development Year will be specified in each AR Agreement.
b. Renewal or extension of the term	§ 2(b)	No right to enter into a successor term, unless you meet the conditions below in (c.) and either (i) we are required to offer you a successor term by applicable laws or (ii) you signed your AR Agreement pursuant to a transfer and the previous area representative

Provision	Section in the AR Agreement	Summary
		agreement was in its initial term and provided for a successor term. If you meet these requirements, you can enter into a successor license for one additional consecutive term of ten years.
c. Requirements for you to renew or extend	§ 2(b)	Conditions include, among others: you must give six months' notice, have provided requested information and meet current criteria, have substantially complied with and not be in breach under agreements with us or our affiliates, agree to a redefinition of the Territory, agree to a revised Development Schedule, pay a successor license fee, complete refresher training, correct any deficiencies, and sign current AR Agreement (which may be materially different from the form attached to this Disclosure Document) and general release.
d. Termination by you	§15(a)	You can terminate only if we fail to cure a default under the AR Agreement within 30 days after you give us written notice or, if the breach cannot be cured within 30 days, we provide you with reasonable evidence of our effort to correct such breach within a reasonable time period.
e. Termination by us without cause	None	
f. Termination by us with cause	§§ 15(b)-(c)	We can terminate only if you default or if certain events (described in (g) and (h) below) occur. In some instances, you will have an opportunity to cure the default. Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.
g. "Cause" defined defaults that can be cured	§ 15(b)	You have ten days to cure the non-payment of any amounts owed to us or omitted reports; five days to procure required insurance; and 30 days to cure a failure to comply with any other provision of the AR Agreement not described above or in (h) below.
h. "Cause" defined defaults that cannot be cured	§ 15(b)	Non-curable defaults include, among others, you (or your Owners): (i) make misrepresentations or omissions to us; (ii) fail to complete to our satisfaction any required training; (iii) fail to timely open the Pilot

Provision	Section in the AR Agreement	Summary
		Studio or the Pilot Studio closes; (iv) fail to meet deadlines in the Development Schedule; (v) abandon or fail to operate the business; (vi) make an unauthorized transfer; (vii) are convicted of a crime or engage in activities that will have an adverse effect; (viii) improperly disclose, misuse, or misappropriate Confidential Information; (ix) violate any laws and fail to correct noncompliance; (x) are restricted from selling franchises; (xi) make unauthorized financial performance representations; (xii) impossible or impractical to sell franchises; (xiii) give preferential treatment to Franchisees; (xiv) solicit or accept rebates or benefits from a vendor; (xv) have 25% or more of the Franchised Studios in your Territory that are not compliant with System Standards; (xvi) fail to attend 3 or more required meetings, trade shows and/or conventions during any 36-month period; (xvii) encourage, facilitate, assist, or allow a Franchisee to sign a lease without our approval; (xviii) failure to consistently communicate with us or the Franchisees in your Territory and to provide copies of all correspondence for our files; (xix) make, or authorize others to make, any changes to the Documentation; (xx) fail to submit required reports; (xxi) fail to maintain insurance; (xxii) fail to pay taxes when due; (xxiii) commit three defaults within any 12 months; (xxiv) repeatedly fail to timely pay vendors or default under material agreement; (xxv) make any changes, additions to or deletions from our current form of franchise agreement and any ancillary documents; (xxvi) commit a breach under any franchise agreement or other agreement between you and your Owners or affiliates and us or our affiliates and do not cure such breach within the applicable cure period, regardless of whether we or our affiliates in fact terminate such franchise or other agreement; or (xxvii) you become insolvent or are involved in bankruptcy proceedings.

Provision	Section in the AR Agreement	Summary
i. Your obligations on termination/ nonrenewal	§ 16	Obligations include, among others: you must cease operating the AR Business; cease using the Marks and System; completely de-identify the business; cancel or transfer telephone number, post office boxes, domain names, social media accounts, and directory listings; pay all amounts due to us or our affiliates; return all AR Manuals, software, records and other proprietary materials; and comply with confidentiality requirements and post-term restrictive covenants.
j. Assignment of contract by us	§ 10(a)	No restriction on right to transfer
k. "Transfer" by you defined	§ 10(b)	Includes transfer of the AR Agreement, any interest in the AR Agreement, the license to use the System and the Marks, the AR Business or substantially all of the assets of the AR Business, or an interest in the ownership of the Studio (if you are an Entity).
l. Our approval of transfer by you	§ 10(b)	We must approve transfers
m. Conditions for our approval of transfer	§ 10(c)	Conditions include, among others: you must pay all amounts due to us or our affiliates, not otherwise be in default, submit all required reports, sign a general release, pay a transfer fee, provide loan and financing documents, and comply with post-term obligations. Transferee must meet our criteria, assume all obligations, pay an acceptable purchase price, successfully complete training, and sign our then-current form of AR Agreement.
n. Our right of first refusal to acquire your Franchised Outlet	§ 10(e)	You must submit a copy of a bona fide, signed written offer from a responsible and fully disclosed purchaser, which includes the purchase price, payment terms, terms of assumption of liabilities and all other material terms. Within 30 days, we may purchase your AR Business and AR Agreement on the same terms and conditions, except that we may: (i) substitute cash for any form of payment; (ii) our credit will be deemed equal to that of any proposed purchaser; and (iii) we have no less than 90 days to prepare for closing. If we do not exercise our right of first refusal you may complete the transfer. If

Provision	Section in the AR Agreement	Summary
		the transfer is not completed within 90 days of our receipt of the offer or if there is a material change in the terms, we will again have the right of first refusal.
o. Our option to purchase your Outlet	§10(e)	Not Applicable
p. Death or disability	§ 11	Upon death or disability, your (or your Owner's) interest must be transferred to someone approved by us within a reasonable time (not to exceed 6 months). Such transfers are subject to the same terms and conditions as inter vivos transfers. You must appoint a manager within 30 days.
q. Non-competition covenants during the term of the franchise	§ 14(b)	You and your Owners may not, directly or indirectly: (a) own, manage, engage in, be employed by, advise, make loans to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any Competitive Business; (b) interfere with our, our affiliates', or any other AR Business or Studio owner's relationships with any vendors or suppliers; (c) direct, or attempt to direct, any business or customer of us, our affiliates, or any AR Business or Studio to any competitor; or (d) do or perform any act injurious or prejudicial to the goodwill associated with the Marks and the System.
r. Non-competition covenants after the franchise is terminated or expires	§ 14(c)	For a period of two years after the termination, expiration, or transfer of your AR Agreement, you and your Owners must not, directly or indirectly: (a) own, manage, engage in, be employed by, advise, make loans to, provide services to, act as lessor to, otherwise support (other than as a customer), or have any other interest in any a Competitive Business located or operating within your Territory, a 10-mile radius of the Territory, or a 10-mile radius of any Studio in operation or under development; (b) interfere with our, our affiliates', or any other AR Business or Studio owner's relationships with any vendors or suppliers; (c) direct, or attempt to direct, any business or customer of the AR Business or Studio to any competitor; (d) provide or market any products or services to our Franchisees or other Area Representatives; or (e) perform any act

Provision	Section in the AR Agreement	Summary
		injurious or prejudicial to the goodwill associated with the Marks and the System.
s. Modification of the agreement	§ 18(b)	You must comply with AR Manuals as amended. AR Agreement may not be modified unless mutually agreed to in writing.
t. Integration/merger clause	§ 18(a)	Only the terms of the AR Agreement are binding (subject to applicable state law). Any representations or promises outside of the Franchise Disclosure Document and other agreements may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in this Disclosure Document, its exhibits, and amendments. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
u. Dispute resolution by arbitration or mediation	§ 20	To be conducted in Stuart, Florida. All disputes must be submitted to binding arbitration under the rules of the American Arbitration Association.
v. Choice of forum	§§ 20 (a) and (e)	Stuart, Florida (subject to applicable state law)
w. Choice of law	§ 20(f)	Florida (subject to applicable state law)

ITEM 18. PUBLIC FIGURES

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

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our Chief Legal Officer, Margaret Lai, Esq., Relive HQ, 2300 SW Gateway Place, Stuart, Florida 34997, (772) 631-7266, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE* INFORMATION

*Franchisee means Area Representative for the purposes of these tables in Item 20

Table No. 1
Systemwide Outlet Summary
For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	**2022**	0	1	+1
	2023	1	5	+4
	2024	5	9	+4
Company-Owned(2)	**2022**	0	0	0
	2023	0	0	0
	2024	0	0	0
Total Outlets	**2022**	**0**	1	+1
	2023	1	5	+4
	2024	**5**	**9**	**+4**

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

State	Year	Number of Transfers
Florida	2022	0
	2023	1
	2024	0
Total	**2022**	**0**
	2023	**1**
	2024	**0**

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

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year (1)
FL	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
GA	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
MD	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NC	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	0
NJ	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
NY	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
TN	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
TX	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Total	**2022**	**0**	**1**	**0**	**0**	**0**	**0**	**1**
	2023	**1**	**5**	**0**	**0**	**0**	**0**	**6**
	2024	**6**	**3**	**0**	**0**	**0**	**0**	**9**

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

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed or Otherwise Terminated	Outlets Sold to Franchisee	Outlets at End of the Year(1)
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

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

State	Franchise Agreement signed but outlet not opened	Projected new franchised outlet in the next fiscal year	Projected new company-owned outlet in the next year
Arizona	1	1	0
Colorado	1	0	0
Connecticut	1	0	0
District of Columbia	1	0	0
Florida	2	2	0
Maryland	1	0	0
Pennsylvania	1	1	0
South Carolina	1	0	0
Virginia	1	1	0
TOTAL	**9**	**4**	**0**

NOTES TO TABLES NO. 1 - 4:

(1) The numbers for 2022 to 2024 are as of December 31 of each year.

(2) If multiple events occurred affecting any AR Business, the table shows the event that occurred last in time.

- If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.
- No area representatives have signed a confidentiality clause in an AR Agreement, settlement, or other contract within the last three years that would restrict their ability to speak openly about their experience with us.

A list of all current Area Representatives is attached to this Disclosure Document as EXHIBIT "F", including their names and the addresses and telephone numbers of their outlets as of December 31, 2024. In addition, EXHIBIT "G" lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

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

ITEM 21. FINANCIAL STATEMENTS

Our balance sheet as of December 31, 2024, December 31, 2023, and December 31, 2022 and statements of operations and members' equity, and cash flows for the years ended December 31, 2024, December 31, 2023, and December 31, 2022 are attached as Exhibit D. Also attached are our unaudited financial statements as of March 31, 2025.

Our fiscal year end is December 31st.

ITEM 22. CONTRACTS

The following agreements are included in this disclosure document:

Exhibit B Area Representative Agreement

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

We also require that you fill out an Area Representative Acknowledgment Statement before signing the AR Agreement. The Area Representative Acknowledgment Statement is attached as Exhibit G.

ITEM 23. RECEIPT

A receipt in duplicate is attached to the end of the Disclosure Document. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Margaret Lai, Esq., 2300 SW Gateway Place., Stuart, FL 34997, margaret.lai@relivehealth.com.

EXHIBIT A
AGENCIES/AGENTS FOR SERVICE OF PROCESS

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

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

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st FL New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, State Capitol, 14th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Mailing - Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200 Overnight - Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501-6456 (360) 902-8760	Department of Financial Institutions 150 Israel Rd SW Tumwater, WA 98501-6456
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B
AREA REPRESENTATIVE AGREEMENT

Relive Franchising LLC

AREA REPRESENTATIVE AGREEMENT

Area Representative Name:

Effective Date:

Territory:

RELIVE AREA REPRESENTATIVE AGREEMENT
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APPENDICES

AREA REPRESENTATIVE AGREEMENT

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

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

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

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

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

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

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

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

We have developed a franchise program in which we offer, in our sole discretion, qualified third parties ("**Franchisees**") the opportunity to enter into a franchise agreement (including all related exhibits, riders, addenda, amendments and guarantees) with us ("**Franchise Agreement**") in which we grant the Franchisee the right to establish and operate a Franchised Health Center using the Marks and the System (a "**Franchise**"). You wish to establish and operate an AR Business in the territory described in **Appendix A** (the "**Territory**") in which you, as a Relive area representative ("**Area Representative**"), will have the right to use the Marks and the System in the Territory solely to recruit and screen individuals interested in purchasing Franchises from us ("**Prospects**") for the development and operation of Franchised Health Centers in the Territory and to assist us in providing certain support and services to Franchisees located in your Territory. We are willing to grant to you a license to establish and operate the AR Business on the terms and conditions of this Agreement.

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

1. <u>GRANT OF FRANCHISE</u>.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. TERM.

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

(b) **Successor License.**

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

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

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

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

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

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

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

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

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

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

(iii) Procedure for Acquiring a Successor License. If you fail to give us your notice of your election to acquire a Successor License at least six months prior to the expiration of the Term, we will interpret that to be your election not to acquire a Successor License, and we will take action in reliance on that election. Within 90 days after our receipt of your notice, we will give you written notice: (i) of our determination whether or not we will grant you a Successor License (and, if applicable, stating the reasons for a refusal to grant you a Successor License); (ii) advising you of any deficiencies which must be corrected by you before we will grant you a Successor License, stating what actions you must take to correct the deficiencies and specifying the time period in which such deficiencies must be corrected; and/or (iii) advising you of any changes which we intend to make to your Territory during the term of the Successor License. If we determine that we will grant you a Successor License, we will deliver to you a form of Area Representative Agreement, general release, Owner's Guarantee and other related agreements, as described in Sections 2(b)(ii)(H) and (I). If you and your Owners fail to sign and deliver to us such agreements and releases within 30 days after delivery thereof to you or, if earlier, the expiration of the Term, such failure will be deemed an election by you not to obtain a Successor License.

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

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

3. FEES AND COMPENSATION.

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

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

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

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

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

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

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

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

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

B. **Royalties.** In each accounting period, we will pay you a royalty commission equal to 29.16% of all royalties we collected from Franchised Health Centers operating in the Territory in the previous period consisting of 13 weeks (a "Period"). Notwithstanding the foregoing, we will not be liable to pay to you any amounts based on Gross Sales of any such Franchised Health Center until we receive the Royalty payments (as defined in the applicable Franchise Agreements) on such Gross Sales from each Franchisee under and in accordance with the applicable Franchise Agreement. For the avoidance of doubt, we will pay you the royalty commission on all Franchised Health Centers in your Territory.

C. **Company-Owned Health Centers.** For each Company-Owned Health Center that we or our Affiliates open in your Territory, we will pay you 50% of the then-current Initial Franchise Fee that would be paid for a Franchised Health Center upon opening the Health Center to the public for the conducting of various services in the support of anti-aging, to include vitamin infusions/hydration, vitamin booster shots, ozone therapy, HRT regimen, regenerative medicine, cryotherapy, Med Spa services and aesthetics (not the solicitation of memberships). Other than this payment, we will not pay you any amounts related to any Company-Owned Health Centers that open and operate in your Territory, but such Company Owned Health Centers will count towards satisfying your Development Schedule.

D. **Terms of Payment.** During the Term, we will pay such amounts to you on or before the payment date that we specify in the AR Manuals from time to time in our sole discretion (the "Payment Date") as follows: (i) based on the amounts we collect during the immediately preceding accounting period for Royalties; and (ii) based on the openings of each Franchised Health Center we have approved in the Territory during the immediately preceding accounting period for Initial Franchise Fees. We will specify in the AR Manuals the accounting periods that we will use, which we may modify in our sole discretion.

E. **Set-offs.** We may set off against any compensation we owe you, any amount that you owe us, including for any refunds we authorize (whether or not required by contract (i.e., a refunded initial franchise fee)), any advances and marketing contributions. You may not setoff any amounts owed to us under any circumstances.

F. **Transfer Fees**. We will pay you an amount equal to 50% of any Transfer fees and renewal fees paid to us in connection with the Transfer or renewal of any Franchised Health Centers located in the Territory."

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

4. FRANCHISE DEVELOPMENT.

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

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

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

5. DISCLOSURE AND REGISTRATION.

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

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

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

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

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

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

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

(iv) [RESERVED]; and

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

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

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

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

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

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

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

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

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

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

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

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

6. TRAINING.

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

(b) **Area Representative Training.** We will furnish initial training on the operation of an AR Business ("**Area Representative Training**") to your Required Trainees. Your Required Trainees must attend and complete to our satisfaction any Area Representative Training that we deem advisable at such place and time as we may designate. If there is available space, we may also allow additional employees to attend applicable portions of the initial Area Representative Training, as determined by us, without charge. We may charge a reasonable training fee for additional or replacement personnel attending Area Representative Training. Neither you nor any of your employees or agents will solicit Prospects until you and they have completed our Area Representative Training Program.

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

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

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

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

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

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

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

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

7. SERVICE OBLIGATIONS.

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

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

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

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

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

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

(e) Attend our annual Education Day and annual event;

(f) Schedule and coordinate all training of all Franchisees with us, including (i) signing off for any initial franchise trainings performed in the Territory along with any Franchisee preopening approvals and/or packages required by us; and (ii) facilitating ongoing regional trainings and workshops as we may direct from time to time;

(g) Create and develop relationships with landlords, local vendor infrastructure, real estate brokers, real estate counsel, architects, contractors, payroll vendors (which include ancillary human resource functions), lenders and financing institutions, marketing and public relations firms, and equipment maintenance service providers in the Territory (in each case acceptable to and approved by us), and assist with coordination distribution and purchasing programs in the Territory as directed by us from time to time;

(h) Consult and advise Franchisees with site selection and lease negotiation for their Health Centers. However, you acknowledge that we will retain ultimate authority to approve or disapprove all real estate related decisions requiring our approval under the Franchise Agreement including any proposed sites, letters of intent, leases or subleases, and any related modifications or renewals;

(i) Assist in researching the laws of your Territory that govern medical office operations and membership contracts, and developing the appropriate forms and contracts in order to comply with such laws and assisting Franchisees in doing so;

(j) Provide support and assistance for all pre-sale/grand opening activities of Franchisees located in your Territory in accordance with the AR Manuals, and manage and report to us weekly (or as otherwise specified in the AR Manuals) all pre-sale/grand opening activities for Franchised Health Centers located in your Territory. Such support and assistance will include, without limitation: (i) coordinating marketing with local radio, newspapers and trade publications; (ii) inspecting the Franchisee's operations and Health Center during the membership pre-sale period to ensure that all pre-sales activities comply with our System Standards, and that pre-sale membership information collected by the Franchisee and/or its personnel is accurate (this involves spot checking the pre-sales information for accuracy); (iii) assisting Franchisees with planning the Grand Opening event for their Health Centers and securing vendors for the Grand Opening event; and (iv) providing such other pre-opening and post-opening assistance for each new Health Center that we prescribe from time to time, including assisting them with equipping and outfitting each Health Center. You (or your Managing Owner or a member of your regional team) must attend the grand opening for each Franchised Health Center in your Territory, unless you have been excused from attending the grand opening for a particular Health Center for a reason that we have approved in advance in writing;

(k) Assist Franchisees in the ordering and equipping of their Franchised Health Center with the equipment, supplies, and furniture that we authorize for Health Centers, including identification of approved and/or designated vendors specified by us;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. OPERATION OF THE AR BUSINESS.

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

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

(c) **Management and Personnel.**

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

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

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

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

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

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

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

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

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

(e) Technology System.

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

(ii) Software.

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

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

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

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

(g) Reporting.

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

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

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

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

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

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

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

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

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

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

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

(k) Notices.

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

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

9. MARKETING.

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

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

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

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

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

(e) Local Advertising.

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

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

(f) Digital Marketing.

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

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

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

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

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

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

10. TRANSFER.

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

(b) Transfer by You.

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

(B) No Transfer Without Our Consent. This Agreement and the license contained herein are personal to you, and we have granted the license in reliance on your (and, if you are an Entity, your Owners') business skill, financial capacity, and personal character. Accordingly, neither you nor any of the Owners or any successors to any part of your interest in this Agreement or the License may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. We may, in our reasonable discretion, withhold or condition our consent for any Transfer, except as otherwise provided in Section 10(d) (Transfer to an Entity). If your AR Business is not open and operating, we will not consent to your Transfer of this Agreement, and we are under no obligation to do so. Any purported Transfer, without our prior written consent, will be null and void and will constitute an Event of Default (as herein defined), for which we may terminate this Agreement without opportunity to cure.

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

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

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

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

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

(D) If the Transfer is of an ownership interest in you, the proposed transferee, if its resulting ownership interests in you meets our then-current thresholds for owner guarantees, must sign our then-current form of Owners Guaranty; and, if the Transfer is a Control Transfer, the proposed transferee must agree to assume all of your duties and obligations and, at our option: (a) have agreed in writing to be bound by all of the terms and conditions of this Agreement and any ancillary agreements, such as the Owner's Guaranty; or (b) sign the form of area representative agreement and ancillary agreements we then are using in connection with the grant of new AR Business franchises, which may differ materially from this Agreement (including increased fees, and conditions for renewal and additional Transfers), except that the term under such Area Representative equal to the then-remaining Term under this Agreement (including any Successor License rights you have under this Agreement, if any, but not adding any Successor License rights that you did not have prior to the transfer). Except in the event of changes to applicable law which materially change the economics of our obligations under this Agreement as compared to the economics of your obligations, the form of Area Representative Agreement to be executed pursuant to this Section shall be shall be modified to provide for: (i) Compensation no less favorable to Area Representative than the Compensation set forth in this Agreement; (ii) a Territory no smaller than the Territory forth in this Agreement; and (iii) an amendment including the same terms and provisions negotiated in this First Addendum to this Agreement;

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

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

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

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

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

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

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

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

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

(d) **Transfer to an Entity.** If you are an individual or group of individuals and are in compliance with this Agreement, then upon no less than 10 days’ prior written notice to us, and upon your compliance with our then-current transfer policies and procedures, you may Transfer this Agreement to an Entity formed solely to operate the AR Business and, if applicable, other AR Businesses in which you maintain management control and of which you own 100% of the financial and voting interests, provided that all assets of the AR Business are owned, and the entire business of the AR Business is conducted, by such Entity. If you are a group of individuals, any such individual who will not own an Ownership Interest in such Entity must sign the form of agreement that we reasonably require in which each such individual releases any rights under this Agreement and releases any and all claims against us and our Affiliates and our and their respective owners, officers, directors, employees and agents. Any Transfer made in compliance with this Section 10(d) is not subject to the conditions or requirements in Section 10(c) (Control Transfers) or 10(e) (Our Right of First Refusal). However, transfers of Ownership Interests in the new Entity, including the issuance of new Ownership Interests in such Entity to any person other than you, will be subject to the applicable provisions of this Section 10. All Owners of the new Entity (including you) must execute and deliver to us our standard form of Owner's Guaranty. You will remain liable for performance of this Agreement by any Entity to which you transfer this Agreement. You also agree to enter into an amendment to this Agreement or other document to reflect the new Entity as franchisee and ownership structure.

(e) Our Right of First Refusal.

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

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

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

11. DEATH OR DISABILITY.

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

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

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

12. INTELLECTUAL PROPERTY.

(a) Marks and Trade Dress.

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

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

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

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

(d) Changes to the Intellectual Property. We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Intellectual Property and to adopt entirely different or new Intellectual Property for use with the System without any liability to you, in our sole discretion. You agree to implement any such change at your own expense within the time we reasonably specify.

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

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

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

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

13. CONFIDENTIAL INFORMATION.

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

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

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

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

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

(D) Personal Information;

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

(F) the System Standards and the AR Manuals.

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

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

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

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

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

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

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

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

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

(b) Personal Information.

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

(ii) Protection of Personal Information. You must comply with our System Standards, other directions from us, and all Applicable Laws regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of Personal Information and, in any event, employ reasonable means to safeguard the confidentiality and security of Personal Information. If there is a suspected or actual breach of security or unauthorized access involving Personal Information, you must notify us immediately after becoming aware of such actual or suspected occurrence and specify the extent to which Personal Information was compromised or disclosed. You are responsible for any financial losses you incur or remedial actions that you must take as a result of a breach of security or unauthorized access to Personal Information in your control or possession.

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

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

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

14. NON-COMPETE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. TERMINATION OF AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

(xii) [RESERVED];

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

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

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

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

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

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

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

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

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

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

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

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

(xxv) [RESERVED];

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

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

(c) Our Remedies After An Event of Default.

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

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

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

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

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

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

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

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

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

16. EFFECT OF TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

(c) **Confidential Information.** Upon termination or expiration of this Agreement, you and your Owners will refrain from any disclosure of Confidential Information and will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the AR Manuals and any other confidential materials that we have loaned to you.

(d) Competitive Restrictions. You and your Owners will abide by the non-compete obligations specified in Section14(c) (After Termination, Expiration, or Transfer).

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

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

17. INDEMNIFICATION AND INSURANCE.

(a) Indemnification.

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

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

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

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

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

(b) Insurance. You must obtain and thereafter maintain in full force and effect, throughout the Term, at your sole expense, property, professional liability, general liability, motor vehicle liability and other types of insurance we require in the AR Manuals or otherwise in writing from time to time. The liability insurance must cover claims for bodily injury, death and property damages caused by or occurring in connection with your AR Business's operation or activities of your personnel in the course of their employment (within and without your AR Business's premises). All of these policies must contain the minimum coverage we prescribe from time to time and must have deductibles not to exceed the amounts we specify. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. The insurer under any required policy must at all times maintain at least an "A" rating or better as rated by Best's Insurance Reports (or any similar rating that we periodically designate). You must cause us and any Affiliates we designate to be named as additional insureds on any such policies. These insurance policies must provide for 30 days' prior written notice to us of a policy's material modification, cancellation or expiration. Each insurance policy must contain a waiver of all subrogation rights against us, our Affiliates and our and their successors and assigns. You must routinely furnish us copies of your certificates of insurance or other evidence of your maintaining this insurance coverage and paying premiums. You must notify us of any lawsuits filed against you within five business days after you have notice of such lawsuits, whether or not you have tendered them to your insurance company for defense and/or coverage. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies (including termination), we may (but need not) obtain such insurance for you and your AR Business on your behalf, in which event you must cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time incurred in obtaining such insurance.

18. AGREEMENT AND INTERPRETATION.

(a) Entire Agreement. This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us, and there are no oral or other written understandings, representations, or agreements between us and you, relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. This Agreement includes the terms and conditions on Appendix A, which are incorporated into this Agreement by this reference. Any policies that we adopt and implement from time to time to guide our decision-making are subject to change, are not a part of this Agreement, and are not binding on us. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

(c) Severability. Except as expressly provided to the contrary in this Agreement, including in Section 20 (Dispute Resolution), each provision of this Agreement is severable, and if, for any reason, any provision or part of a provision is held to be invalid or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction in a proceeding to which we are a party, that ruling will not impair the operation of, or have any other effect upon, such other portions of this Agreement that remain otherwise intelligible, which will continue to be given full force and effect and bind the parties. If any Applicable Laws requires a greater prior notice than is required under this Agreement of the termination of this Agreement or of our refusal to enter into a Successor License Agreement, or the taking of some other action not required under this Agreement, or if, under any Applicable Laws, any provision of this Agreement or any System Standard is invalid or unenforceable, the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions of this Agreement, and we will have the right to modify such invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions or any System Standard any portion or portions which a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order or arbitration award. Such modifications to this Agreement will be effective only in such jurisdiction, unless we elect to give them greater applicability, and will be enforced as originally made and entered into in all other jurisdictions.

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

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

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

19. INDEPENDENT CONTRACTOR.

This Agreement does not create, nor does any conduct by us create a fiduciary or other special relationship or make you or us an agent, legal representative, joint ventures, partner, employee or servant of each other for any purpose. You are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf. You are, and shall remain, an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the AR Business, including any personal property or real property and for all claims or demands based on damage or destruction of property or based on injury, illness or death of any person or persons, directly or indirectly, resulting from the operation of the AR Business. Further, we and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. We do not have the right or power to supervise or discipline any of your employees; to determine the hiring, firing, compensation, or terms or conditions of employment of any of your employees; or otherwise to control the labor relations between you and your employees. We have no relationship with your employees and you have no relationship with our employees.

20. DISPUTE RESOLUTION.

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

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

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

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

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

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

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

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

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

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

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

21. MISCELLANEOUS.

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

(b) No Liability. You agree that none of our or our Affiliates' past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, Affiliates, controlling parties, suppliers, agents, attorneys, representatives, or Entities under common control, ownership or management will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (iii) any claim against us based on any alleged unlawful act or omission of us.

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

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

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

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

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

(iii) Timing of Receipt. All approvals, requests, notices, reports, and payments will be deemed delivered (a) at the time delivered by hand; (b) one Business Day after sending by email; or (c) upon attempted delivery when sent by registered or certified mail or overnight delivery service.

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

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

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

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

22. REPRESENTATIONS AND ACKNOWLEDGEMENTS.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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

WE:	**YOU:**
RELIVE FRANCHISING LLC	**AREA REPRESENTATIVE:**
	(IF AN ENTITY)
By: ______________________	By: ______________________
Print Name: ______________________	Print Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________
	(**IF AN INDIVIDUAL)**
	By: ______________________
	Print Name: ______________________
	Date: ______________________

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

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

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

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

5. Managing Owner: ____
6. Territory (as may be depicted in an attached map) __________________________
7. Location of Pilot Health Center (Section 1(e)): ___________________________
8. End of Term (Section 2(a)): _______________________________________
9. First Development Year (Section 2(a)): ________ to __________
10. Last Development Yea (Section 2(a)): _________ to __________
11. AR Fee (Section 3(a)): __________________________
12. Area Representative's Contact Information for Notices (Section 21(e)): ___________
____
13. Additional Terms; Inconsistent Terms (if any) (Section 18(f)): _________________
____
____

[Remainder of Page Intentionally Left Blank]

RELIVE FRANCHISING LLC	**AREA REPRESENTATIVE:**
	(IF AN ENTITY)
By: ______________________________	By: ______________________________
Print Name: ______________________	Print Name: ______________________
Title: ____________________________	Title: ____________________________
Date: ____________________________	Date: ____________________________
	(**IF AN INDIVIDUAL)**
	By: ______________________________
	Print Name: ______________________
	Date: ____________________________

APPENDIX B TO THE AREA REPRESENTATIVE AGREEMENT
DEVELOPMENT SCHEDULE

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

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

DEVELOPMENT SCHEDULE

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

[Signature Page to Follow]

RELIVE FRANCHISING LLC	**AREA REPRESENTATIVE:**
	(IF AN ENTITY)
By: ______________________	By: ______________________
Print Name: ______________________	Print Name: ______________________
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________
	(**IF AN INDIVIDUAL)**
	By: ______________________
	Print Name: ______________________
	Date: ______________________

APPENDIX C
Guaranty of Performance

OWNER'S GUARANTY

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

GUARANTORS:

____
(Signature)
Name: ________________________________
Address: ______________________________
____
Date: _________________________________

____
(Signature)
Name: ________________________________
Address: ______________________________
____
Date: _________________________________

____
(Signature)
Name: ________________________________
Address: ______________________________
____
Date: _________________________________

APPENDIX D
Nondisclosure and Noncompetition Agreement

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

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

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

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

AGREEMENT

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

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

(3) Return of Confidential Information. If your association with us ends for any reason, you must return to us all records described in Paragraph 1, all other Confidential Information, and any authorized or unauthorized copies of Confidential Information that you may have in your possession or control. You may not retain any Confidential Information after your association with us ends.

(4) Competitive Business. A "**Competitive Business**" is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page to Follow]

____
(Signature)

Name: ___________________________________

Address: _________________________________

____

Date: ____________________________________

EXHIBIT C
FINANCIAL STATEMENTS

Relive Franchising, LLC

Financial Statements

December 31, 2024 and 2023

Table of Contents

Independent Auditor's Report

To the Members of
Relive Franchising, LLC
Stuart, Florida

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

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

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

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

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

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

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

In performing an audit in accordance with GAAS, we:

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

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

AbitOs, PLLC

AbitOs, PLLC
Coral Gables, FL
April 1, 2024

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

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

See independent auditor’s report and accompanying notes

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

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

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

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

See independent auditor’s report and accompanying notes

Note 1 – Organization

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

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

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

Use of Estimates

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

Cash and Cash Equivalents

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

Accounts Receivable, Net

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

Property and Equipment

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

Note 2 – Summary of Significant Accounting Policies – Continued

Fair Value of Financial Instruments

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

Revenue Recognition

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

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

Advertising and Marketing

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

Income Taxes

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

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

Restatement

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

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

Note 3 - Property and equipment

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

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

Note 4 – Contract Balances

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

Note 5 – Franchising

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

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

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

<u>Note 5 – Franchising – Continued</u>

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

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

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

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

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<u>Note 6 – Related Party Transactions</u>

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

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

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

<u>Due from Related Parties</u>

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

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

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

<u>Due to Member</u>

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

Note 7 – Concentration of Credit Risks

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

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

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

Note 8 – Commitments and Contingencies

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

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

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

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

Note 9 – Subsequent Events

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

Relive Franchising, LLC

Financial Statements

December 31, 2023

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AbitOs
Accountants + Advisors

AbitOs, PLLC

www.abitos.com

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

Independent Auditor's Report

To the Members of
Relive Franchising, LLC
Stuart, Florida

Opinion

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

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

Basis for Opinion

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

Responsibility of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

In performing an audit in accordance with GAAS, we:

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

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

Abitos, PLLC

Coral Gables, FL

April 9, 2024

Relive Franchising, LLC
Balance Sheet
December 31, 2023

Assets

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

Liabilities and Member's Deficit

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

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

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

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

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

See independent auditor's report and accompanying notes

Note 1 – Organization

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

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

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

Use of Estimates

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

Cash and Cash Equivalents

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

Accounts Receivable, Net

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

Note 2 – Summary of Significant Accounting Policies – Continued

Property and Equipment

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

Fair Value of Financial Instruments

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

Revenue Recognition

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

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

Advertising and Marketing

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

Note 2 – Summary of Significant Accounting Policies – Continued

Income Taxes

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

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

Restatement

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

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

Date of Management's Review

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

Note 3 - Property and equipment

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

Computer equipment	238,909
Furniture and fixtures	22,720
	261,629
Less: accumulated depreciation	(2,945)
Property, and Equipment, net	$ 258,684

Note 4 – Contract Balances

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

Note 5 – Franchising

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

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

Note 5 – Franchising – Continued

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

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

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

Note 6 – Related Party Transactions

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

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

Note 7 – Concentration of Credit Risks

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

Note 7 – Concentration of Credit Risks – Continued

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

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

Note 8 – Commitments and Contingencies

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

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

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

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

Note 8 – Commitments and Contingencies – Continued

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

CPA GROUP

Relive Franchising, LLC

Financial Statements

December 31, 2022

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CPA GROUP

Independent Auditor's Report

To the Members of
Relive Franchising, LLC
Stuart, Florida

Opinion

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

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

Basis for Opinion

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

Responsibility of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

In performing an audit in accordance with GAAS, we:

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

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

Miami, FL
April 30, 2023

Relive Franchising, LLC
Balance Sheet
December 31, 2022

Assets

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

Liabilities and Member's Equity

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

See independent auditor's report and accompanying notes

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

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

See independent auditor's report and accompanying notes

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

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

See independent auditor's report and accompanying notes

Relive Franchise, LLC
Notes to the Financial Statements

Note 1 – Organization

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

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting

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

Use of Estimates

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

Cash and Cash Equivalents

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

Accounts Receivable, Net

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

Note 2 – Summary of Significant Accounting Policies – Continued

Property and Equipment

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

Fair Value of Financial Instruments

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

Revenue Recognition

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

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

Advertising and Marketing

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

Note 2 – Summary of Significant Accounting Policies – Continued

Income Taxes

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

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

Legal Proceedings and Loss Contingencies

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

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

Date of Management's Review

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

Note 3 – Contract Balances

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

Note 4 – Franchising

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

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

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

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

Note 4 – Franchising - Continued

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

Note 5 – Related Parties

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

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

Note 6 – Concentration of Credit Risks

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

Note 7 – Commitments and Contingencies

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

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

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

RELIVE FRANCHISING LLC

Balance Sheet

As of March 31, 2025

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

RELIVE FRANCHISING LLC

Balance Sheet

As of March 31, 2025

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

RELIVE FRANCHISING LLC

Profit and Loss

January - March, 2025

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

RELIVE FRANCHISING LLC

Profit and Loss

January - March, 2025

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

EXHIBIT D

<u>TABLE OF CONTENTS OF AR MANUAL</u>

AREA REPRESENTATIVE MANUAL
TABLE OF CONTENTS

EXHIBIT E

STATE ADDENDA

STATE ADDENDA TO AREA REPRESENTATIVE AGREEMENT AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES

BACKGROUND AND PURPOSE

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

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

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

ILLINOIS

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

1. Illinois law shall apply to and govern the AR Agreement and Supplemental Agreements.

2. In accordance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the AR Agreement and Supplemental Agreements that designated jurisdiction and venue in a forum outside of the State of Illinoi is void. However, the AR Agreement and Supplemental Agreements may provide for arbitration to take place outside of Illinois. Therefore, any arbitration proceeding may be brought in Florida in accordance with the dispute resolution provision set forth in the AR Agreement and Supplemental Agreements.

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

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

5. The AR Agreement and Supplemental Agreements are amended to state the following:

To the extent that any provision in the Illinois State Addendum is inconsistent with any provision in this Agreement, the provision in the Illinois State Addendum shall control.

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

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

INDIANA

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

1. The laws of the State of Indiana supersede any provisions of the Disclosure Document, AR Agreement and Supplemental Agreements if such provisions are in conflict with Indiana law.

2. The AR Agreement and Supplemental Agreements are amended to provide that such agreements will be construed in accordance with the laws of the State of Indiana.

3. Any provision in the AR Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any AR Agreement and Supplemental Agreement issued in the State of Indiana.

4. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the AR Agreement or Supplemental Agreement (as applicable), shall supersede the provisions of the AR Agreement or Supplemental Agreement (as applicable) in the State of Indiana to the extent they may be inconsistent with such prohibition.

5. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the Disclosure Document, the AR Agreement and Supplemental Agreements are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

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

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

6. No release language set forth in the Disclosure Document or AR Agreement or Supplemental Agreement shall relieve franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana. Any provision in the AR Agreement or Supplemental Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

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

MARYLAND ADDENDUM TO
DISCLOSURE DOCUMENT AND AREA REPRESENTATIVE AGREEMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law"), the Disclosure Document and Area Representative Agreement are amended as follows:

1. Item 17 of the Disclosure Document and the Area Representative are amended to add the following:

   (a) The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply any liability under the Maryland Franchise Registration and Disclosure Law.

   (b) A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

   (d) In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

   (e) The Area Representative Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

2. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

3. The Franchise Questionnaire that you completed in connection with your application for the franchise requires you, as a prospective franchisee, to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Law as a condition to your purchase of the franchise. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.

4. Any acknowledgements or representations by you that disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Law.

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

6. The Area Representative Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable. Also amend Item 17 accordingly.

7. Section 22(d) of the Area Representative Agreement is deleted in its entirety.

8. **Item 5 of the Disclosure Document and Article 3 of the Area Representative Agreement are 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 area representative agreement.

MICHIGAN

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

   (v) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

   (vi) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

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

MINNESOTA

In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the Disclosure Document, AR Agreement and Supplemental Agreements are amended as follows:

1. Minnesota Rule 2860.4400(D) prohibits us from requiring you to assent to a general release.

2. 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 AR Agreement or Supplemental Agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statues, chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. In addition, we will comply with the provisions of Minnesota Rule 2860.4400(J), which state that you cannot waive any rights, you cannot consent to our obtaining injunctive relief, we may seek injunctive relief, and a court will determine if a bond if required.

4. We will comply with Minnesota Statute Section 80C.12, Subd. 1(g), which requires that we protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. We will comply with Minnesota Statute Section 80C.17, Subd. 5 regarding limitation of claims.

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

7. NSF checks and related interest and attorneys' fees are governed by Minnesota Statute § 604.113, which puts a cap of $30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys' fees.

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

9. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

10. Items 5 and 7 of this Disclosure Document are amended to include the following:

    "All fees referenced are subject to deferral pursuant to order of the State of Minnesota. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business."

11. The following Risk Factors are added to the Special Risks Page:

    Corporate Practice of Medicine. Minnesota has adopted the corporate practice of medicine doctrine, which prohibits corporations other than professional associations and non-profit corporations from practicing medicine. The unit franchises may be at risk of violation of the corporate practice of medicine doctrine in Minnesota, which could result in the loss of an area representative's investment. Prospective area representatives should consult an attorney experienced in this area of Minnesota law prior to signing an agreement to ensure that the unit franchise relationships and operations do not violate Minnesota law.

Additional State License Required. The training program provided by the franchisor (see Item 11) is not designed to provide an area representative a real estate broker license that will be necessary to operate the franchise business in the state of Minnesota. Agreement, Section 5(e). Franchisees will either need to possess the real estate broker license already, subsequently acquire a real estate broker license, or hire employees that possess a real estate brokers license.

NEW YORK ADDENDUM TO
DISCLOSURE DOCUMENT AND AREA REPRESENTATIVE AGREEMENT

In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§680 through 695, the Disclosure Document, Area Representative Agreement is amended as follows:

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

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

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

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) of the Disclosure Document, titled "**Requirements for franchisee to renew or extend**," and Item 17(m) of the Disclosure Document, 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) of the Disclosure Document, 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) of the Disclosure Document, titled "Choice of forum", and Item 17(w) of the Disclosure Document, titled "**Choice of law"**:

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

6. Franchise 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.

7. Receipts – Any sale made must be in compliance with §683(8) of the Franchise Sale Ac (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.

VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, the Disclosure Document, AR Agreement and Supplemental Agreements are amended as follows:

1. Item 17 of the Disclosure Document is amended to add the following:

   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 AR Agreement or Supplemental 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.

   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/area developer to surrender any right given to him under the applicable agreement.

2. If any provision of the AR Agreement or any Supplemental Agreement involves the use of undue influence by the franchisor to induce a franchisee/area developer to surrender any rights given to him under the applicable agreement, that provision may not be enforceable.

3. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Virginia Retail Franchising Act. This provision does not prohibit you and us from entering into binding arbitration consistent with the Virginia Retail Franchising Act.

4. Any provision in the AR Agreement or Supplemental Agreement that limits the time period in which you may assert a legal claim against us under the Virginia Retail Franchising Act is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Virginia Retail Franchising Act.

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

6. 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. **Estimated Initial Investment**. The franchisee will be required to make an estimated initial investment ranging from \$501,250 to \$1,052,542. This amount exceeds the franchisor's stockholder's equity as of 12/31/2023, which is \$198,226.

8. **The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.**

RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act (the "Rhode Island Franchise Law"), the Disclosure Document, AR Agreement and Supplemental Agreements are amended as follows:

1. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Rhode Island Franchise Law. This provision does not apply to the settlement of disputes, claims, or civil lawsuits brought under the Rhode Island Franchise Law.

2. Section 19-28.1-14 of the Rhode Island Franchise Law 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." If a claim is enforceable under the Rhode Island Franchise Law, we will not restrict jurisdiction or venue to a forum outside the State of Rhode Island or require the application of the laws of another state.

3. We will not prohibit you from joining a trade association or association of franchisees. We will not retaliate against you for engaging in these activities.

4. Any provision in the AR Agreement that limits the time period in which you may assert a legal claim against us under the Rhode Island Franchise Law is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Rhode Island Franchise Law. Notwithstanding the foregoing, if a rescission offer has been approved by the Rhode Island director of business registration, then the statute of limitations is ninety (90) days after your receipt of the rescission offer.

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

WISCONSIN

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

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

(Signatures on following page)

APPLICABLE ADDENDA

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

☐	California	☐	Michigan	☐	South Dakota
☐	Hawaii	☐	Minnesota	☐	Virginia
☐	Illinois	☐	New York	☐	Washington
☐	Indiana	☐	North Dakota	☐	Wisconsin
☐	Maryland	☐	Rhode Island		

Dated: ____________________.

FRANCHISOR:

Relive Franchising LLC

By: ____

Title: ______________________________________

AREA REPRESENTATIVE:

____

By: ____

Title: ______________________________________

EXHIBIT F

LIST OF CURRENT AREA REPRESENTATIVES AS OF DECEMBER 31, 2024

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

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

Area Representatives that have signed an AR Agreement but is not yet open as of December 31, 2024:

Colorado EPG Optimize CO AR LLC 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778	**Connecticut** EPG Optimize CT AR LLC 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778
District of Colombia EPG Optimize DC AR LLC 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778	**Florida – West Coast** EPG Optimize FL AR LLC 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778
Florida – Miami-Dade and Broward Counties	**Arizona** HealthSpan Wellness, Inc.

Leo Capital Ventures LLC 3 Island Avenue, Unit 3C Miami Beach, FL 33139 (917) 407-3330	6010 E. Huntress Drive Paradise Valley, AZ 85253 (480) 404-9644
Pennsylvania RH PA Region LLC 5712 Val Verde St. Houston, TX 77057 (713) 590-5900	**South Carolina** EPG Optimize SC AR LLC 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778
Virginia EPG Optimize VA AR LLC 250 West 57th Street, Suite 920 New York, NY 10107 (929) 888-9778	

LIST OF FORMER AREA REPRESENTATIVES

None.

EXHIBIT G
AREA REPRESENTATIVE ACKNOWLEDGMENT STATEMENT

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

Do not sign this Acknowledgment Statements if you are a resident of Maryland or the business is to be operated in Maryland

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

Area Representative hereby acknowledges the following:

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

_____
Initial

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

_____
Initial

3. Area Representative agrees that no claims of success or failure have been made to it or him or her prior to signing this Agreement and that it/she/he understands all the terms and conditions of this Agreement. Area Representative further acknowledges that this Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally; provided, however, nothing in this Franchise Agreement or in any related agreement is intended to disclaim the representations made to Area Representative in Franchisor's Franchise Disclosure Document.

_____
Initial

4. Area Representative has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein. Area Representative acknowledges that no representations or warranties are made or implied, except as specifically set forth herein. Area Representative represents, as an inducement to

Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.

_____
Initial

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

_____
Initial

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

_____
Initial

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

_____
Initial

8. Area Representative, together with Area Representative's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the area representative opportunity granted by this Agreement.

_____
Initial

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

_____
Initial

10. Release of Prior Claims. BY EXECUTING THIS AGREEMENT, AREA REPRESENTATIVE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF AREA REPRESENTATIVE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE RELIVE FRANCHISING LLC, ITS PARENT(S), AFFILIATE(S), SUBSIDIARY(IES), AND ALL OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE

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

_____
Initial

Acknowledged this day of ______________________________________.

____
Signature
Print Name:______________________________

STATE EFFECTIVE DATES

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

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

STATE	EFFECTIVE DATE
Illinois	Pending
Indiana	July 18, 2024, amended April 30, 2025
Maryland	Pending
Michigan	June 22, 2024
Minnesota	Pending
New York	Pending
Rhode Island	Pending
Virginia	Pending
Wisconsin	April 30, 2025

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

RECEIPT

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

If Relive Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

If Relive Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is: Domenic Iacovone (our Founder), Jerome Kern (our Partner), Gina Iacovone (our Chief Executive Officer), Ted Bell (our VP of Operations), Margaret Lai, Esq. (our Chief Legal Officer) and Manny Ceara (Franchise Sales). The principal business address and telephone number for these individuals is 2300 SW Gateway Place, Stuart, Florida 34997 and (772) 631-7266.

Issuance Date: April 29, 2025.

I received a Disclosure Document dated April 29, 2025, that included the following Exhibits:

- Exhibit A -- List of State Agencies/ Agents for Service of Process
- Exhibit B -- Area Representative Agreement
- Exhibit C -- Financial Statements
- Exhibit D -- Table of Contents of AR Manual
- Exhibit E -- State-Addenda
- Exhibit F -- List of Area Representatives
- Exhibit G -- Area Representative Acknowledgement Statement

Date Received: ______________________
(If other than date signed)

DATE:_________________________________

Print Name:______________________________

Print Address: ____________________________

City, State: _______________________________

____
(Signature of recipient)

KEEP FOR YOUR RECORDS

RECEIPT

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

If Relive Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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Exhibit F -- List of Area Representatives
Exhibit G -- Area Representative Acknowledgement Statement

Date Received: ______________________
(If other than date signed)

DATE:_________________________________

Print Name:______________________________

Print Address: ____________________________

City, State: _______________________________

____
(Signature of recipient)

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