FRANCHISE DISCLOSURE DOCUMENT

Miracle-Ear, Inc.
A Minnesota Corporation
Fifth Street Towers
150 South 5th Street, Suite 2300
Minneapolis, MN 55402
Telephone: (763) 268-4000
www.Miracle-Ear.com

Miracle-Ear® franchisees own and operate a hearing aid business using the Miracle-Ear® name and associated trademarks. The Franchisee will sell a complete line of quality hearing aids manufactured for Miracle-Ear, Inc. together with certain related products and services from its authorized hearing aid centers.

The total investment necessary to begin operation of a Miracle-Ear® franchise is from $120,000 to $402,500. This includes from $35,000 to $45,000 that must be paid to us or an affiliate for an exclusive territory of up to 250,000 persons. This amount may be higher if the size (population) of your exclusive territory is larger.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Franchise Administration Department at Fifth Street Towers, 150 South 5th Street, Suite 2300, Minneapolis, MN 55402, at phone number 763-268-4000.

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

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

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

Issuance Date: March 28, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit A.
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 B 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 Miracle-Ear business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Miracle-Ear franchisee?	Item 20 or Exhibit A lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Minnesota. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Minnesota than in your own state.

2. **Sales Performance Requirement**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

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.

Miracle-Ear, Inc. ADDENDUM TO MICHIGAN DISCLOSURE DOCUMENT

For transactions governed by the Michigan Franchise Investment Law only, this Disclosure Document is amended by substituting the following information immediately after the Cover Page:

NOTICE REQUIRED BY THE STATE OF MICHIGAN

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

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

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

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

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

d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market values 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 refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

THE FACT 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
Office of the Attorney General
CONSUMER PROTECTION DIVISION Attention: Antitrust and Franchise Unit
525 West Ottawa
670 Law Building
Lansing, Michigan 48933
Telephone Number: (517) 373-7117

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

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

To simplify the language in this disclosure document, "Miracle-Ear", "us" or "we" means Miracle-Ear, Inc., the franchisor. "You" means the person that is granted the franchise. If the Franchisee is a corporation, partnership, limited liability company or other entity, "you" may also refer to its owners.

Miracle-Ear's principal business address is Fifth Street Towers, 150 South 5th Street, Suite 2300, Minneapolis, MN 55402; telephone number is (763) 268-4000. Our corporate affiliate Miracle-Ear Canada, LTD (d/b/a Amplifon) sells hearing products to hearing impaired patients through 178 company-owned locations in Canada. Our corporate affiliate and subsidiary, ME Pivot Holdings, LLC, sells hearing products to hearing impaired patients through company-owned locations in the United States. Our corporate affiliate Amplifon Hearing Health Care Corp. is a benefit program that offers discounts on hearing aids and hearing services to its members, some of whom may be referred to Amplifon Hearing Health Care participating franchisees. Our corporate affiliates all have a principal business address of Fifth Street Towers, 150 South 5th Street, Suite 2300, Minneapolis, MN 55402. Our parent is Amplifon (USA), Inc. ("Amplifon USA"). Amplifon USA is a subsidiary of Amplifon S.p.A. ("Amplifon Italy"). Amplifon Italy's principal business address is Via Ripamonti, 133, Milan, Italy. Amplifon USA's principal business address is Fifth Street Towers, 150 South 5th Street, Suite 2300, Minneapolis, MN 55402.

Miracle-Ear was incorporated under the laws of the State of Minnesota on August 24, 1972. Miracle-Ear conducts business only under the name "Miracle-Ear®." Miracle-Ear has no predecessors for purposes of this Item 1.

Agent for Service of Process

We will accept service of process at our principal business address, except that for the states listed in Exhibit L where we list our agents for service of process.

Franchisor Operations and Business Activities

Miracle-Ear arranges for the design and manufacture of and distributes a complete line of hearing aids and related products and administers its franchise system (see Item 11). Miracle-Ear or its predecessor has offered MIRACLE-EAR® franchises since January 1984. Neither Miracle-Ear nor its predecessor has ever offered franchises in any other line of business. Miracle-Ear has, directly or through one or more affiliated companies, sold hearing aids through company-owned retail hearing aid centers since 1981. As of December 31, 2024, Miracle-Ear operated 396 company-owned Miracle-Ear® locations in the United States.

Miracle-Ear's hearing aid line includes all in-the-ear types which are shaped to fit the customer's ear from a mold impression made of silicon material and behind-the-ear types (collectively with the related parts and accessories, the "Miracle-Ear® Products" or "ME Products"). Miracle-Ear sells hearing aids and related products (under trademarks other than "Miracle-Ear") to retailers other than Miracle-Ear® franchisees under certain circumstances. Miracle-Ear may explore hosting relationships with retailers in the future. If you wish to operate a Center within a host retailer, and we authorize you to do so, we may require you to "sublease" the location through a sublicense agreement with Miracle-Ear. You may not enter into a retail host environment location

or establish any other site without Miracle-Ear's consent and consistent with our site selection approval requirements described below in Item 11.

We sell Miracle-Ear® Products through corporate owned centers in addition to selling such products to our franchisees. We also sell ME Products directly to national accounts and insurance contracts, but such sales are channeled through Franchisee and Company locations under optional programs further described in the Franchise Agreement. We also may sell hearing aids and related products that are under trademarks other than Miracle-Ear to retailers and customers other than our franchisees. On a limited basis and for a limited time, Miracle-Ear may contract with current Franchisees or other hearing aid businesses to provide service to existing Miracle-Ear customers in areas where a franchisee has terminated, sold or otherwise stopped doing business until such time as we establish a new franchise in the area. We have no other business activities.

Franchise Offered

Miracle-Ear has developed a comprehensive marketing and advertising program, a business strategy for getting and keeping customers, and a distribution method for hearing aid products, accessories, and services as part of its operating system (the "System") which you will receive the right to use. Miracle-Ear uses and licenses certain service marks and trademarks, logos, trade dress and other commercial symbols, including the service mark "Miracle-Ear" (collectively, the "Trademarks"). Miracle-Ear may, in the future, modify or enhance the Trademarks as well as add new trademarks, service marks, logos, trade dress and other commercial symbols. The distinguishing characteristics of the System (the "System Standards") include such things as Trademarks, interior and exterior store design, décor, and layout; management, operational, and advertising methods, techniques, and materials; and training and assistance to franchisees in promoting, marketing, selling, and servicing approved hearing aids (including ME Products), accessories, and ear care products (collectively, the "Products"),

We offer and grant Miracle-Ear® franchises to operate one or more hearing aid centers (each referred to as a "Miracle-Ear® Center" or "Center") in a specified "Territory" under the terms of the Miracle-Ear® Franchise Agreement (a copy of which is attached to this FDD as Exhibit C) (the "Franchise Agreement"). A Center is a retail location from which you will sell a complete line of quality hearing aids which are manufactured for Miracle-Ear (including the Miracle-Ear® line), together with certain related products and Services. The Center location may be a freestanding store or located within an approved third- party retail environment with whom Miracle-Ear has established a relationship ("Third-Party Retailer"). The Center may be designated as a full-time, part-time or service Center location based on the operating hours that you and we determine and designate in Exhibit B of the Franchise Agreement. As a franchisee, you will be required to develop and operate multiple Miracle-Ear Centers within an assigned territory, to sell Products exclusively, and to furnish required presale and post-sale services ("Services") to consumer-users of Products, in compliance with the System Standards (collectively, the "Franchised Business"). You will be required to achieve a minimum level of market penetration for each Center as measured by an annual minimum performance requirement ("Minimum Performance Requirement"), and to establish and maintain a minimum number of additional Centers in the Territory accordance with a specified development schedule ("Development Schedule").

General Market Conditions

The market for hearing aid products correlates with advancing age. There is a growing need for hearing aids and related products as the United States population ages. In the United States, the hearing-impaired population is estimated to be in excess of 38 million people, with only about 20% of those people using hearing aid devices. Research shows that barriers to hearing aid uptake include stigmatization, underestimation of hearing loss by the individual, coping strategies, personality factors, cognitive and functional restrictions, cost, and false expectations.[1] In 2022, the U.S. Food & Drug Administration promulgated regulatory changes that established over-the-counter (OTC) hearing aids as a new category of medical devices intended for adults with perceived mild to moderate hearing loss while classifying non-OTC hearing aids as prescription medical devices available upon a prescription or other order from a state-licensed practitioner. These regulatory changes may increase awareness of hearing loss and the availability of hearing aids across various price points.

Franchise Specific Laws, Rules and Regulations

You must comply with all laws, rules and regulations governing the operation of the Center, including any governmental orders related to the Pandemic, and obtain all permits and licenses necessary to operate the Center. In addition to laws and regulations that apply to businesses generally, you must comply with all FDA regulations concerning the sale, labeling and advertising of hearing aids. These regulations outline the conditions under which a hearing aid retailer may sell hearing aids to a consumer without a physician's written referral. The FDA regulations specify the information that must be contained in the product labeling and reviewed with the consumer prior to fitting them with a hearing aid. Finally, the FDA also regulates hearing aid advertising claims.

Miracle-Ear's advertising and promotional materials are subject to restrictions stated in a 1976 FTC Consent Order (the "1976 Consent Decree") which our predecessor, Dahlberg, Inc. and other hearing aid manufacturers agreed to, as well as restrictions stated in a 1995 FTC Consent Decree. These Decrees, copies of which Miracle-Ear may be required to provide, generally prohibit Miracle-Ear from disseminating or causing others to disseminate any false, misleading or unsubstantiated statements in advertising and promotional materials for its products.

Separately, most states require hearing aid retailers to register or obtain a license or certification before offering or selling hearing aid products. These state regulations address minimum qualifications, license procedures and standards of professional practice. If your state requires it, your Center manager, and each of your consultants, must obtain certification from the National Board for Certification in Hearing Instrument Sciences (NBC-HIS) or have an advanced degree in audiology from an accredited U.S. university. Certain states also regulate the sale of hearing aid products, including minimum warranty and refund obligations and telemarketing and email practices (telemarketing and email practices are also subject to federal regulation). Your Center will also be subject to various federal, state and local government regulations, including those relating to site location.

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[1] Jenstad L, Moon J. Systematic Review of Barriers and Facilitators to Hearing Aid Uptake in Older Adults. Audiol Res. 2011 Mar 23;1(1):e25. doi: 10.4081/audiores.2011.e25. PMID: 26557310; PMCID: PMC4627148.

You may be required to comply with certain provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), under which, healthcare providers, including hearing aid dispensers, must implement patient privacy and information security rules if they are or will be filing insurance claims electronically for third-party pay customers. You may also be required to comply with certain state and federal regulations requiring the protection of personally identifiable information (PII), which includes patient information.

Description of the Competition

The hearing aid industry is highly competitive. You will compete with numerous other hearing aid retailers, some of which will have agreements with our existing affiliates including Amplifon Hearing Health Care Corp. These competitors include single line and multi-line independent hearing aid dealers, large general retailers, audiologists, audiology clinics or services associated with hospitals, and dispensing physicians. In 2022, the U.S. Food & Drug Administration promulgated regulatory changes that established over-the-counter (OTC) hearing aids as a new category of medical devices intended for adults with perceived mild to moderate hearing loss while classifying non-OTC hearing aids as prescription medical devices available upon a prescription or other order from a state-licensed practitioner. These regulatory changes may encourage additional competitors to enter the market. Some of these competitors may have greater financial resources than you, with captive sources of patient referrals and a large, established customer base.

Prior Business Experience of the Franchisor, any Predecessors or Affiliates that Offer Franchises or Provide Products or Services to our Franchisees

In October 2002, Amplifon USA acquired Sonus-USA, Inc. ("Sonus"). From 1996 to January 2014, Sonus sold private label and multi-brand products to hearing-impaired patients through company-owned and franchised retail stores and licensed network affiliates in the U.S. and Canada. In November 2013, Elite Hearing LLC, was split off from Sonus; it sells thirty-party branded products to network members in the United States. Sonus no longer sells franchises and has no franchised locations.

In August 2003, Amplifon Acquisition Corporation, a Delaware corporation and wholly-owned subsidiary of Amplifon USA, acquired substantially all of the assets of National Hearing Centers, Inc. ("National Missouri"), and subsequently changed its name to National Hearing Centers, Inc. ("National"). Other than National Missouri, National has no predecessors. National Missouri was incorporated on March 1, 1999 and commenced operations under the National Hearing Centers name at 9 locations. National previously conducted its business through franchised retail stores under the names "Amplifon®" and "Amplifon® Hearing Aid Centers." National no longer sells franchises and has no franchised locations. Amplifon USA also sells third party branded hearing aid products to nonaffiliated resellers in the United States.

Amplifon Italy currently operates a network of hearing aid centers in Europe, Asia-Pacific and Australia; however, as it pertains to operations within the United States, Amplifon Italy does not directly offer franchises nor does it operate a business of the type you will operate at your Center(s). Amplifon USA does not currently offer franchises for businesses of the type you will operate at your Center(s). None of the companies mentioned above have previously offered franchises in any other line of business.

ITEM 2
BUSINESS EXPERIENCE

Unless otherwise noted, each of the individuals listed in this Item 2 are based in Minneapolis, Minnesota.

Executive Vice President Americas of Amplifon (USA), Inc.: Emiliano Di Vincenzo
Mr. Di Vincenzo has served as the Deputy Executive Vice President, Americas of Amplifon (USA), Inc. since November 2023 and as of January 2025 became the Executive Vice President Americas of Amplifon (USA), Inc.. Prior to this, Mr. Di Vincenzo was General Manager, Alcohol Division of Pepsico in Purchase, NY from June 2021 to October 2023, and as Vice President, Beverage Strategy and General Manager, Gatorade International, Pepsico in Purchase, NY from August 2015 to May 2021.

Senior Finance Director Americas of Amplifon (USA), Inc.: Alberto Bertacchi
Mr. Bertacchi began serving as the Senior Finance Director Americas of Amplifon (USA), Inc. April 2025. Prior to this, Mr. Bertacchi was the Finance Director for National Hearing Care PTY Ltd. in Melbourne, Australia from September 2021 to March 2025. Prior to that Mr. Bertacchi was the Finance Director for Kraft Heinz Italia S.P.A. in Milan, Italy from October 2016 to August 2021.

Marco Casale: Senior Vice President, Miracle-Ear
Mr. Casale has been the Senior Vice President for Miracle-Ear since January 2022.Prior to this, Mr. Casale was the Senior Marketing Director of our subsidiary Amplifon Italy in Milan, Italy from May 2018 to January 2022.

General Counsel: Sarah Gorsuch
Ms. Gorsuch has been the General Counsel for Miracle-Ear since July 2020. Prior to this, Ms. Gorsuch was the Associate General Counsel from August 2018 to July 2020.

Vice President, Marketing, Miracle-Ear: Brian Critz
Mr. Critz has been the Vice President of Marketing for Miracle-Ear since July 2022. Prior to this, Mr. Critz was the Marketing Executive for Unilever from May 2006 to June 2022 in Englewood Cliffs, New Jersey.

Director of Franchise Administration: Pete Palmisano
Mr. Palmisano has been the Director of Franchise Administration since January 2022. Prior to this Mr. Palmisano was the Director of Operations for Omega Property Management from July 2020 to September 2021 in Maple Grove, MN. Prior to that, Mr. Palmisano was the Vice President of Franchise Operations for NTY Franchise Company from February 2014 to March 2020 in Minnetonka, Minnesota.

Franchise Sales Manager: James Carroll
Mr. Carroll has been the Franchise Sales Manager for Miracle-Ear since May 2014. Mr. Carroll is based in Fairfax, Virginia.

Director of Franchise Development: Kevin Haslam
Mr Haslam has been the Business Sales Manager for Miracle-Ear since October 2022. Prior to this Mr. Haslam was the Director – Practical Growth Leader for Sonova based in Aurora, IL from November 2011 to October 2022.

Franchise Business Director – Strategic Accounts: Seth Mazzola
Mr. Mazzola has been the Senior Director of Franchise US Sales Team and Strategic Accounts for Miracle-Ear since May 2023. Prior to this he served as Franchise Business Director – Strategic Accounts for Miracle-Ear from January 2018 to April 2023.

Regional Franchise Business Manager: Shane McKenzie
Mr. McKenzie has been a Regional Franchise Business Manager for Miracle-Ear since June 2016. Mr. McKenzie is based out of Dallas, Texas.

Franchise Business Advisor: Laura Tober
Ms. Tober has been a Franchise Business Advisor for Miracle-Ear since November 2020. Prior to this, Ms. Tober was the Director of Franchise Operations for Kam Sharp Enterprises in Minneapolis, MN from January 2018 to August 2020. Ms. Tober held the position of Director of New Store Development at NTY Franchise Company in Wayzata, MN from February 2008 to May 2017.

Franchise Business Advisor: Julie Devries
Ms. Devries has been a Franchise Business Specialist for Miracle-Ear since February 2023. Prior to this, Ms. Devries was the Regional Operations Director, Franchise Support for The Joint Chiropractor in Eagan, MN from November 2017 to January 2023.

Franchise Business Advisor: Janine Vesper
Ms. Vesper has been a Franchise Business Advisor for Miracle-Ear since January 2025. Ms. Vesper continues to act in a dual role as Retail Excellence Performance Operations Manager for Amplifon (USA), Inc. and has been in that role since January 2018.

ITEM 3
LITIGATION

Pending Actions.

None.

Ordinary Litigation with Franchisees.

Miracle-Ear periodically is a party to various commercial disputes in the ordinary course of business, some of which involve claims or litigation with current or former franchisees. Miracle-Ear was a party to the following case involving the franchise relationship in the last year:

None.

Concluded Actions.

Actions involving individuals disclosed in Item 2:

CSW Strategic Solutions, LLC, et al. v. NTY Franchise Company, LLC, et al., American Arbitration Association, (File No. 01-20-0005-4271). On October 28, 2020, CSW Strategic Solutions and its owners (collectively, "Plaintiffs") commenced arbitration against NTY Franchise Company ("NTY"), its affiliate, and various officers of NTY, including Pete Palmisano and Laura Tober, both of which were officers of NTY at that time (collectively, "Defendants"). Plaintiffs were a NTY

franchisee and alleged that a business plan provided to Plaintiffs by Defendants contained misrepresentations, and further alleged that Plaintiff's franchise agreement contained false and misleading terms. Plaintiffs asserted breaches of the Minnesota Franchise Act, North Carolina Business Opportunity Act, breach of fiduciary duty, fraud and related claims. Defendants denied the allegations. Pursuant to a settlement agreement dated August 6, 2021, Defendants agreed to pay Plaintiffs $400,000 in damages, and the parties exchanged mutual releases.

Except as disclosed above, no other concluded actions are required to be disclosed in this Item.

Governmental Actions.

In the Matter of Dahlberg, Inc. (United States District Court, District of Minnesota, Civ. No. 3-94-C-39, commenced January 25, 1994); Dahlberg, Inc. v. Federal Trade Commission (United States District Court, District of Minnesota, Civ. No. 4-94-54, commenced January 19, 1994). These two related actions arose out of a Federal Trade Commission (the "FTC") request, in February 1992, that Dahlberg substantiate certain claims it made in advertising the "Clarifier" product. Dahlberg filed suit against the FTC, seeking declaratory and injunctive relief against the FTC; Dahlberg contended that the FTC did not have statutory authority to regulate the advertising at issue. In January 1994, the United States Department of Justice (the "DOJ") filed a civil action for the FTC, seeking injunctive relief, penalties and disgorgement of profits, alleging that Dahlberg misrepresented certain features or performance characteristics of its "Clarifier" product in violation of the 1976 Consent Decree (F.T.C.-Docket No. 9013 (1974) that Dahlberg had signed. In November 1995, Dahlberg and the FTC settled the matter under the terms of a consent decree. Dahlberg did not admit any liability but agreed (i) not to violate the 1976 Consent Decree; and (ii) to pay $2.75 million to the government as civil penalties. The FTC agreed not to challenge any advertising claims that may be cleared by the FDA.

In the Matter of Dahlberg, Inc. In addition, Dahlberg entered into a voluntary compliance agreement on April 5, 1994 with 36 State Attorneys General in response to an investigation by 15 State Attorneys General regarding certain features or performance characteristics of the "Clarifier" product. Dahlberg did not admit any liability, but agreed to the following: (i) To not make performance claims in hearing aid advertisements or labels unless the claims have been approved or is permitted under applicable FDA procedures and regulations; (ii) To not misrepresent hearing aid product features or characteristics; (iii) To appropriately disclose certain limitations of hearing aids in advertising containing performance claims, including any noise suppression capabilities; and (iv) To pay a total of $700,000 to the 15 investigating states for their attorneys' fees and investigative costs, and consumer education and aid programs.

Other than these actions, no litigation is required to 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 to Miracle-Ear an "Initial Franchise Fee," which reflects the amounts you pay to Miracle-Ear before your Miracle-Ear® Center(s) opens. The total amount of your Initial Franchise

Fee will depend on the size (population) of your Territory, whether you are an existing Miracle-Ear® franchisee, whether your Territory includes areas in which currently existing Centers have been recently operated by franchisees ("Pre-franchised Territory") and whether you are an individual who has been selling hearing aids for at least 12 months. The Initial Franchise Fee includes the fees and payments described below. All of the following fees and payments are non-refundable except as noted.

Initial Franchise Fee. The entire amount of the Initial Franchise Fee is due in a lump sum when you sign the Franchise Agreement. The amount of your Initial Franchise Fee will be based on the population in your Territory, using the most current census data available. Your minimum Initial Franchise Fee will equal: (a) a License Fee of $20,000, plus (b) a Territory Fee of $4,000 per 100,000 population (prorated to a percent per 100,000 population) in your Territory; provided, however, that the minimum Territory Fee required will be $10,000 for any Territory with a population of up to 250,000 persons. For example, if your Territory has a population of 750,000, the Initial Franchise Fee would be $50,000 (comprised of $20,000 for the License Fee plus $30,000 for the population-based Territory Fee). If you are (1) an existing Miracle-Ear® franchisee who acquires an additional franchise, (2) acquiring a Territory which includes Pre-franchised Territory or (3) an individual who has been selling hearing aids for at least 12 months, Miracle-Ear reserves the right to waive all or part of the Initial Franchise Fee.

Miracle-Ear is participating in the International Franchise Association's Veterans Franchise Initiative known as "Vet Fran." If you are an honorably discharged US veteran, you may qualify for a ten percent (10%) discount off your Initial Franchise Fee. In addition, and as further described in Item 11, the MIRACLE-EAR® franchise system has been approved by the Small Business Administration.

In the fiscal year ended December 31, 2024, Miracle-Ear collected an initial franchise fee equal to $0.00.

Initial Inventory. If you are not converting an existing hearing aid business to a Miracle-Ear® Center or do not obtain initial inventory from the prior franchisee, you must purchase from Miracle-Ear an initial supply of hearing aid products and accessories. The amount of the initial inventory will vary, depending on the Territory you will serve. Your cost for initial inventory may range from $5,000 to $10,000 per Center.

Other than the Initial Franchise Fee and the Initial Inventory, there are no other fees or payments for services or goods required to be paid to an Affiliate or us before your business opens.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT[1]	DUE DATE	REMARKS
Royalty[2]	$48.80 for each Miracle-Ear® hearing aid. $30.15 for each AudioTone Pro.	When payment is due for the hearing aid	

TYPE OF FEE	AMOUNT[1]	DUE DATE	REMARKS
CRM Program Fee[3]	Varies based on size of customer database. Not to exceed $570 per Center per month.	As invoiced.	Payable for your use of our proprietary CRM Platform. [3]
Access Fee for Sycle.net Software	$101.41 per month per full-time or part-time location. $40.13 per month per service location. Access fees will increase yearly based on CPI, and which may increase more in the future.	10 days after the end of each calendar month	Payable to Miracle-Ear, as a pass thru charge on behalf of Sycle.net. Any increase in addition those based on CPI will be based upon an amount equal to cost increases that we incur from the third-party vendor.
Local Advertising Expenditures[4]	At least 10% of your "Net Sales". Includes contributions to NMF and Regional Cooperative Advertising.[4]	Amount must be spent on or before June 30 and December 31 of each year	NMF contributions and some local advertising costs are payable to Miracle-Ear; other local advertising expenditures are payable to third party vendors.
Regional Cooperative Advertising[5]	Your regional advertising council will determine the amount not to exceed 10% of Net Sales.[5]	Miracle-Ear or regional advertising council will determine the date	Payable to Miracle-Ear for the benefit of the cooperative
National Marketing Fund (NMF) Contribution[6]	$25 or $75 per hearing aid.[6]	Generally due within 30 days of invoice date	
IHS Membership[7]	$2.00 per hearing aid sold.	When payment is due for the hearing aid	Payable as an added charge on your accounts receivable and remitted to IHS

TYPE OF FEE	AMOUNT[1]	DUE DATE	REMARKS
Miracle-Ear Foundation® Donation	$1.00 donation per hearing aid ordered.	Franchisees will make their donations at the same time the payment is due for the hearing aids sold	Franchisee will submit its donation to Miracle-Ear along with amounts payable to Miracle-Ear for hearing aids. Miracle-Ear will remit franchisee's donation directly to Miracle-Ear Foundation, which will acknowledge the franchisee's charitable donation[8]
Transfer Fee	$5,000 for transfers of a majority or controlling interest; $2,000 for transfers of a minority and non-controlling interest.	Before Miracle-Ear's approval of transfer	Generally payable at transfer of the Franchise Agreement, a substantial portion of assets of any Center, any portion of an Territory, or a controlling interest in the Franchisee
Maintenance, Refurbishment and Renovation Expenses[9]	Will vary under Circumstances.	When incurred	Payable to third party providers or to Miracle-Ear
Experience Enhancementes[10]	No more than $5,000 per Center.	When incurred	Payable to third party providers or to Miracle-Ear
Insurance Premiums and Reimbursement	Will vary under circumstances	When incurred; when Miracle-Ear requests reimbursement if paid by Miracle-Ear	Payable to third party providers or to Miracle-Ear if you fail to pay insurance premium and Miracle-Ear pays it for you
Late Charges	Lesser of 10% per annum or maximum rate permitted by law	When due	Payable if obligations to Miracle-Ear are not timely paid

TYPE OF FEE	AMOUNT[1]	DUE DATE	REMARKS
Demo Program[11]	Will vary. Currently, $109 to $149 per demo unit, but will not exceed $149 per demo unit.	Within 30 days of invoice	Optional Program
Optional Services[12]	Will vary per election of services	Within 30 days of invoice	
NOAH License Fee[13]	License fee of $65 per Location	Within 30 days of invoice	Payable to Miracle-Ear. Fee for iNOAH for software that integrates with Sycle.net.
Late Renewal Notice Fee[14]	Not to exceed $5,000 per week.	When due	This fee is only payable in the event that you fail to provide timely notice to us of your renewal, after a reminder. See Note.

Notes:

(1) Except where otherwise noted, all fees are payable to Miracle-Ear, are nonrefundable and are subject to annual adjustments. These fees are uniformly imposed, except as described above (including the CRM Program Fee, Regional Cooperative Advertising, and amounts that will vary based on products or services that you contract from third parties, like insurance).

(2) We may adjust the Royalty no more than once every twelve (12) months following the effective date of the Franchise Agreement (each, an "Adjustment Date"). For each fiscal year following the first Adjustment Date, the adjusted Royalty for that fiscal year will be no more than the lesser of: (1) 105% of the Royalty in effect under the Franchise Agreement during the preceding fiscal year; or (2) the then-current Royalty we charge new franchisees. We may, in the future, develop additional hearing aid products to be sold by Miracle-Ear franchisees. If these products are developed and sold through Miracle-Ear® businesses, Miracle-Ear will notify you and inform you as to the Royalty for these new hearing aid products. Your payment dates may vary periodically and may vary from other franchisees, depending on the timing of your purchases and your ability to arrange credit terms. Except for product returns Miracle-Ear accepts under normal credit policies, the Royalty is not refundable.

(3) We have developed an integrated customer relationship management platform and advertising program that includes outbound calling services and multichannel customer communications (collectively, the "CRM Program"). You must utilize our then-current CRM Program in the Franchise and pay the applicable then-current CRM Program Fee. The CRM Program Fee will not exceed $570 per center and is currently based on the number of database of contacts and customers maintained in the Miracle-Ear's Sycle™ software application for your Centers.

(4) The Franchise Agreement requires you to spend at least 10% of your Net Sales on approved advertising, and Miracle-Ear recommends that you actually spend in the range of 15% of your Net Sales on such advertising. **"**Net Sales" means the total revenues and receipts you receive from the sale of all products and services at or through your Miracle-Ear® Center, less returns, allowances, discounts, cancellations, and sales tax. On or before July 31 and January 31 of each year, you must provide Miracle-Ear with an accounting of the money spent for approved local advertising for the preceding six months (January through June and July through December, respectively). If you did not spend at least 10% of your Net Sales for the applicable six-month period for approved advertising, you must pay to Miracle-Ear the difference between what you should have spent for advertising during such six-month period and what you actually spent for advertising during that period. Miracle-Ear will spend this amount on any type of advertising or promotion that Miracle-Ear considers appropriate for your business.

(5) Miracle-Ear may coordinate an advertising cooperative in your area. If a cooperative has been established in your area, you must become a member of the cooperative. Each cooperative has the right to require its members to make contributions to the cooperative in the amount it determines. Any contributions you make toward cooperative advertising will be applied toward your 10% required local advertising expenditure described above.

(6) The goal of the NMF is to build Miracle-Ear® brand image and awareness through a fund with the flexibility to implement various advertising strategies. Currently, your contribution to the NMF ("NMF contribution") is $75 per wholesale unit (which is a hearing aid ordered from Miracle-Ear), and $25 per refurbished retail unit (which is a used and refurbished hearing aid sold by the franchisee to a consumer).

(7) The FAC voted to require that franchisees pay an up-charge of $2.00 for each hearing aid sold by the System in exchange for franchisee and hearing instrument specialist membership in the International Hearing Society ("IHS"). Miracle-Ear will include the fee on each hearing aid invoice.

(8) The FAC has voted, as representatives of the franchisees, that franchisees will provide a $1.00 donation per hearing aid sold, to the Miracle-Ear Foundation in support of the Miracle-Ear Foundation's programs and work to make hearing aids accessible to all members of our communities. This is a voluntary donation. If a franchisee chooses not to pay the donation as part of an invoice, the donation amount will not appear on the next invoice, and there will be no late charges imposed as result of the franchisee's choice not to make the donation.

(9) You must maintain the Centers (including any adjacent public areas and storage facility) in a clean, orderly condition and in excellent repair; and make such additions, alterations, repairs, and replacements as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment, and décor. In addition, you must, at Miracle-Ear's request, refurbish and renovate the Miracle-Ear® Centers in your Territory, although Miracle-Ear cannot require you to do so more than once every 7 years. The renovation must conform to the standards for building design, trade dress, color schemes, and presentation of the System and Trademarks that Miracle-Ear requires at that time for similarly situated new Miracle-Ear® Centers. Because the scope of renovation may range from simply repainting and replacing signs in a Miracle-Ear® Center to completely renovating and refurbishing the entire Center, including replacement of fixtures, furnishings, hearing aid dispensing equipment, computer equipment, leasehold improvements, and decor, Miracle-Ear estimates that current costs for a renovation project may range between $5,000 and $50,000 per store each time you

renovate. Future renovation costs may exceed this range. You may make these payments in whole or in part to third parties. You must submit your renovation plans in writing to Miracle-Ear's Franchise Operations Department for our approval before you modernize a Miracle-Ear® Center. Renovation Plans must include a detailed listing of building/finishing materials, furnishings, etc., as well as the start date and estimated completion date of the renovation project. We may arrange for the implementation of the renovation project on your behalf, however, you will be responsible for all expenses for the project and you will make payments as we may direct.

(10) In addition to the refurbishment, you may be required to spend up to $5,000 per Center to make minor updates to each Center no more than once every two years to enhance the Miracle-Ear customer experience, which may require the installation of new equipment or technology.

(11) If you elect to participate in the Demo Program, you will purchase certain demonstration hearing aids from Miracle-Ear at a price designated by Miracle-Ear. Demo Program hearing aids may not be sold or given away, except the Franchisee may donate them to the Miracle-Ear Foundation as directed by Miracle-Ear.

(12) If you elect to participate in any optional service provided by Miracle-Ear, the fee will be determined based upon the particular program elected.

(13) The NOAH Integration/License Fee is a one-time fee, per Full-Time, Part-Time location and service centers with dedicated computers, and subject to change as a result of a pass through of increased or decreased costs for the License.

(14) You must give us written notice of your intention to renew the Franchise Agreement no more than three hundred sixty-five (365) days before the end of the term nor fewer than one hundred eighty (180) days before the end of the term (the "Renewal Period End Date"). If you fail to provide timely notice to us of your renewal, we will remind you in writing (e.g. by email), and if you fail to provide your notice of renewal in response to our written reminder within thirty (30) days of such reminder, you will be deemed to have elected non-renewal. If you thereafter change your renewal or non-renewal election, then you will incur a late notice fee for each week between the expiration of the thirty (30) day period following our reminder writing and the date that you provide a corrected notice equal to your average weekly purchases of products over the twelve (12) month period ending on the Renewal Period End Date, but not to exceed $5,000 per week.

ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure[1]	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee	$30,000[2] Franchise	Lump Sum	When you sign the Franchise Agreement	Miracle-Ear
Prepaid Expenses - Franchise	$500 to $2,500[3]	As incurred	Before Opening	Insurance companies, business registration

Type of Expenditure[1]	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Prepaid Expenses - Location	$1,000 to $5,000 By Location	As incurred	Before Opening	Landlord, licensing authorities
Travel and Living Expenses During Training	$2,000 to $5,000 Franchise	As incurred	Prior to attending initial training	Airlines, hotels and restaurants
Real Property[4], Build Out Costs	$20,000 to $200,000 By Location	As incurred	Before Opening	Third party contractors and architects
Furniture, Fixtures and Equipment	$30,000 to $60,000[5] By Location	Lump sum or installment	Before opening of center	Third party suppliers
Signage[6]	$1,500 to $10,000 By Location	Lump sum or installment	When you sign the Franchise Agreement	Third party suppliers
Inventory[7]	$5,000 to $10,000 By Location	Lump sum or installment	When you sign the Franchise Agreement	Miracle-Ear and Third party Suppliers
Additional Funds - 3 months	$30,000 to $80,000[8]	As incurred	Before opening and as incurred	Employees, tax agencies, local vendors and suppliers
Location Total[9]	$88,000 to $367,500			
Total[10]	$120,000 to $402,500			

Franchisees sign one Franchise Agreement which covers all existing locations as well as new locations opened in the assigned territory. There are certain one-time investments Franchisees make when entering into the Franchise Agreement. There are also investments incurred by location, as indicated above.

Notes:

(1) Except where otherwise noted, all fees that you pay to Miracle-Ear are nonrefundable. Third-party lessors, contractors, and suppliers will decide if payments to them are refundable. This table only addresses your initial investment for a new Miracle-Ear® franchise location and does not contemplate the purchase of an existing Miracle-Ear® franchise or a company-owned location. If you do acquire the assets of an existing company-owned location, your initial investment in the location (including the purchase price for the assets) should be within the ranges noted in this table, although you may have to pay an additional amount for the goodwill of an

existing business. If you do acquire the assets of a company-owned location, you must sign an Asset Sale Agreement, a copy of which is included in this disclosure document as Exhibit G.

(2) This is the minimum Initial Franchisee Fee you will pay on the basis of a Territory with a population of up to 250,000. The Initial Franchise Fee will be increased $4,000 for every 100,000 population increase (prorated to a percent per 100,000 population) in your Territory. The larger the population of the Territory, the greater the Initial Franchise Fee. See Item 5 for more information. If you are (1) an existing Miracle-Ear® franchisee who acquires an additional franchise, (2) acquiring an Territory which includes Pre-franchised Territory, or (3) an individual who has been selling hearing aids for at least 12 months, Miracle-Ear reserves the right, in its sole discretion, to waive all or part of the Initial Franchise Fee. Miracle-Ear is participating in the International Franchise Association's Veterans Franchise Initiative known as "Vet Fran." If you are an honorably discharged US veteran of the armed forces, you may qualify for a ten percent (10%) discount off your Initial Franchise Fee.

(3) Prepaid Expenses include business insurance, rent/utility deposits, business incorporation, license and registration fees, and hearing aid license(s).

(4) If you do not own acceptable office and retail space, you must lease or license space. Locations typically are 400 to 1500 sq. ft. in a visible, high traffic retail, office or medical building.

The exact cost of any required leasehold improvements will depend on several factors including the cost of construction drawings and architectural plans, any customized design and layout you choose beyond our prototype plans and specifications, the condition of the premises, whether you are currently operating a hearing aid business when you become a Miracle-Ear® franchisee, whether you will like to do more than the minimum required renovations, the landlord's agreement to reimburse you for certain improvements, and other economic factors. If you are converting an existing retail hearing aid business to a Miracle-Ear® Center, your leasehold improvement expenses may be less.

(5) The maximum amount estimated for furniture, fixtures and equipment assumes you have not previously operated a hearing aid business and includes an audiometer(s), sound booth, lab supplies and computer equipment. Miracle-Ear also requires other equipment for the successful operation of a hearing aid dispensing practice, including, among other items, a Real-Ear-Measurement machine, video otoscope, hearing aid diagnostic equipment, copier, fax machine and telephone system. This equipment may be purchased or leased, and the list may be revised or increased from time to time through updates to the Furniture & Fixtures Manual. If you are converting an existing business to a Miracle-Ear® Center, you may have some of the necessary furniture, fixtures and equipment, but you will need to update your Center's furniture, fixtures and equipment to the current Miracle-Ear design.

You must utilize a computer system designed for use in your Center. The estimated amount assumes that you will purchase your computer hardware and software equipment (see Item 11 - "Computer System" for a description of the computer system), although you also may lease the hardware. Miracle-Ear will provide at no charge its "Proprietary Software" (as defined in Item 11), which you must use with your Computer System. You must purchase your computer hardware and software under specifications set forth in Item 11. You must also use the Sycle.net software (See Item 11 – "Computer System" for description of your obligations), which requires a monthly fee as described in Item 6. You are also required to maintain high-speed Internet access.

(6) This item is for interior and exterior signs for your Center. Signs must meet Miracle-Ear's standards and specifications and comply with any local government regulations.

(7) You will need to purchase an initial supply of approved hearing aids, batteries, parts, accessories and other related supplies.

(8) This amount estimates expenses you will incur during the first 3 months of Center operations, including initial wages and fringe benefits, insurance premiums, rent, marketing, taxes, office, paper and cleaning supplies, and telephone hook-up. It does not include inventory costs beyond the opening inventory costs identified in the Table.

(9) Location Total reflects the estimate costs associated with each location, and does not include the total initial investment to become a Franchisee. See "Total" and Note 10 for the total estimated initial investment to become a Franchisee. The Location Total is based on Miracle-Ear's estimate of nationwide average costs and prevailing market conditions, and the limited recent information received from a small sample of Franchisees who have opened Centers in the past 5 years.

(10) This total is an estimate of your initial investment and is based on Miracle-Ear's estimate of nationwide average costs and prevailing market conditions, and a limited recent information received from a small sample of Franchisees who have opened Centers in the past 5 years. Miracle-Ear has relied on our over 30 years of franchise experience and over 60 years of experience in the hearing products business to compile these estimates. You should review these figures carefully with a business advisor.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase Miracle-Ear® Products and certain accessories from Miracle-Ear. Miracle-Ear requires you to purchase these products from Miracle-Ear because the principal purpose of the franchise it grants to you is to offer Miracle-Ear® Products and only Miracle-Ear Products to the general public. During Miracle-Ear's last fiscal year ended December 31, 2024, Miracle-Ear derived revenues from the sale of Miracle-Ear® Products, the sale of out-of-warranty service, the sale of miscellaneous parts and accessories, and battery rebates of $175,150,666 (or 93.5%) of Miracle-Ear's total annual revenues of $187,370,154. Our approved battery supplier pays us a flat fee rebate per battery cell sold based on franchisee battery purchases. Approximately 23.4% of the revenues Miracle-Ear derived from the sale of Miracle-Ear® Products during its last fiscal year were generated through retail sales of these products by Miracle-Ear's company-owned centers. Your purchase of Miracle-Ear® Products and certain accessories will represent 2% to 10% of the cost to establish your Center and 28% to 38% of the cost to operate your Center. No affiliate of Miracle-Ear derives income from required purchases or leases of products or Services. Other than us, there are no approved suppliers in which any of our officers owns an interest.

To ensure a uniform image and quality of products and services throughout the Miracle-Ear® system, you must also maintain Miracle-Ear's quality standards. Although you do not need to lease real estate from Miracle-Ear, Miracle-Ear must consent to the location of your Center and the lease for the premises (see Item 11). The lease must require that the premises be used only for the for the operation of a Miracle-Ear® Center and must grant Miracle-Ear the right (but not the obligation) to take possession of the premises, to assume the lease or sublease, and to assign

it to another Miracle-Ear® franchisee upon expiration or termination of your Franchise Agreement or a threatened termination of the lease or sublease as a result of your uncured breach.

Miracle-Ear requires that you comply with the then-current approved design, specifications and standards in constructing and equipping your Center. If you have an existing retail location, you must modify the Center premises to comply with Miracle-Ear's then current approved design, specifications and standards. In either case, it is your responsibility to ensure your Center complies with the Americans with Disabilities Act and all other legal requirements. You also must use equipment (including hearing aid dispensing equipment, computer hardware and certain software), signs, fixtures, furnishings, supplies and advertising and sales promotion materials, which meet Miracle-Ear's specifications and standards. You are required to utilize and pay for the Sycle.net software.

You must sell from your Center the full line of required Products and Services set forth in the Operations Manual. In addition, you may sell from your Center only those hearing aid accessories and other items that Miracle-Ear approves. Approved products must meet specifications and standards that Miracle-Ear develops. Miracle-Ear periodically notifies franchisees of newly approved products for use in a Miracle-Ear® Center, as well as approved suppliers of certain products. Miracle-Ear may periodically update and alter these specifications and standards and modify the list of products you may sell at Miracle-Ear® Centers. With the exception of hearing aid accessory products, furniture, equipment, computer hardware and software, internet service providers, and assistive listening devices (discussed below), Miracle-Ear does not currently maintain a list of approved suppliers, nor does it maintain any criteria for approving suppliers. Any supplier who is able to provide items meeting Miracle-Ear's specifications is, in effect, an approved supplier. Miracle-Ear may verify that the items the supplier provides meet Miracle-Ear's specifications.

Miracle-Ear will provide you with the names of approved suppliers for hearing aid accessory products, furniture, computer hardware and software, other equipment and assistive listening devices. You may purchase these items from suppliers Miracle-Ear designates, from Miracle-Ear, or from suppliers that you choose who meet Miracle-Ear's specifications for suppliers ("Supplier Specs"). Miracle-Ear will make the Supplier Specs available for your inspection at Miracle-Ear's corporate headquarters, subject to your execution of a confidentiality agreement. Upon request, Miracle-Ear will provide you with a summary of the specifications and standards to assist you with preliminary discussions with a potential, additional supplier.

To seek Miracle-Ear's approval of a new supplier, you must submit to us a written request to approve the proposed supplier, together with such evidence of conformity with our specifications as we may reasonably require. In general, the supplier (i) must provide Miracle-Ear with samples of the item it wishes to supply, together with specifications for the item and must be able to demonstrate that supplier can supply the item to meet Miracle-Ear's specifications; (ii) must demonstrate quality workmanship, financial strength, the ability to supply a reasonable number of the items, and (iii) may be required to sign a supplier agreement.

We will attempt, within thirty (30) days after our receipt of your request and completion of such evaluation and testing we deem appropriate, to notify you of our approval or disapproval of the proposed supplier. You may not sell or offer for sale any products of the proposed supplier until you have received our approval. Miracle-Ear may revoke approval at any time if it determines, in

its sole discretion, that the supplier has failed to meet the specifications for an approved supplier, or if the supplier is unable to provide the quantity or quality of products required.

Miracle-Ear is an approved supplier for certain products and services used in or provided at your Center. The products and services include out-of-warranty repair service, miscellaneous parts and accessories, advertising and sales promotion materials, and other classes of products and supplies that you may use in operating your Center. Miracle-Ear has negotiated programs, including price terms, with a limited number of manufacturers and suppliers so that franchisees can benefit from volume purchasing. Except for Miracle-Ear® Products and certain accessories (for which Miracle-Ear is the sole source of supply), Miracle-Ear is not the only approved supplier of any goods, Services supplies, fixtures, equipment, inventory or real estate relating to the establishment or operation of your Center.

Miracle-Ear estimates that the purchase or lease of equipment (including any hearing aid dispensing equipment, computer hardware and software), signs, fixtures, furnishings, products, supplies, and advertising and sales promotion materials (see Item 11 for information on advertising and sales promotion materials) which meet Miracle-Ear's specifications and standards will represent approximately 30% to 45% of the cost to establish your Center. Miracle-Ear is not aware of any purchasing or distribution cooperatives in the Miracle-Ear® system that offer to you certain products used in your Center. Miracle-Ear does not provide material benefits to its franchisees based on a franchisee's purchase of a particular product.

Insurance

You must purchase and maintain at your expense certain types and amounts of insurance as Miracle-Ear designates from time to time including commercial general liability insurance (including products/completed operations), property insurance (including, but not limited to, fire, vandalism, and malicious mischief insurance for the replacement value of each Center and its contents), cyber coverage (including, but not limited to, third-party liability, social engineering, breach response, hacking, business interruption, regulatory investigation response), casualty insurance, business interruption insurance, statutory workers' compensation and employer's liability insurance, automobile insurance coverage for all vehicles used in connection with the operation of your Center, as well as such other types of insurance or coverage required by applicable law or rule of the state in which your Miracle-Ear Center or Centers are located and operated. All policies shall provide at least the types and minimum amounts of coverage specified in the Operations Manual and shall be written by a responsible carrier or carriers acceptable to Miracle-Ear. All policies shall name Miracle-Ear and its subsidiaries and affiliates as additional insureds on a primary and non-contributory basis and with waiver of subrogation rights, specifically including additional insured rights within the completed operations coverage grant and shall provide Miracle-Ear with thirty (30) days' notice of a material modification, cancellation, or expiration of the policy, and shall cover your contractual obligations to Miracle-Ear. Miracle-Ear shall have the right, from time to time, to make such changes in minimum policy limits and endorsements in the Operations Manual or otherwise in writing as we may determine in our reasonable discretion.

ITEM 9
FRANCHISEES OBLIGATIONS

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

	OBLIGATION	SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
a.	Site selection and acquisition/lease	Sections 1.2, 1.3, 5.1, 5.2, 5.3, and 5.4 of Franchise Agreement	Item 11
b.	Pre-opening purchases/lease	Sections 5.1, 5.2, 5.3, 5.4, 7.2, 7.3, 7.7, 7.8, of Franchise Agreement	Items 5, 7, and 8
c.	Site development and other pre-opening requirements	Sections 1.3 and 5 of Franchise Agreement	Items 5, 7, and 11
d.	Initial and ongoing training	Section 6 of Franchise Agreement	Item 11
e.	Opening	Section 5.2 of Franchise Agreement	Item 11
f.	Fees	Sections 4, 6.6, 9.1, 12.2, 12.5, 12.9, and 15.3.13 of Franchise Agreement, Section 2 of Asset Sale Agreement, and Section 4 of the Sycle.net Sublicense to Access and Use Agreement	Items 5, 6 and 7
g.	Compliance with standards and policies/Operations Manuals	Sections 3.3, 7.9, 10 of Franchise Agreement and Sections 2 - 4 of Software Agreement	Items 11 and 16
h.	Trademarks and proprietary information	Sections 8 and 9 of Franchise Agreement and Sections 2 and 4 of Software Agreement	Items 13 and 14
i.	Restrictions on products/services offered	Sections 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, and 7.15 of Franchise Agreement	Items 8, 11 and 16

	OBLIGATION	SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
j.	Warranty and customer service requirements[1]	Sections 3.2, 7.9, and 7.10 of Franchise Agreement	Not Applicable
k.	Territorial development and sales quotas	Sections 5 and 7.14 of Franchise Agreement	Item 12
l.	Ongoing product/service purchases	Sections 7.3, 7.4, 7.7, and 7.8 of Franchise Agreement	Items 8 and 11
m.	Maintenance, appearance and remodeling requirements	Section 7.18, 7.19 of Franchise Agreement	Item 11
n.	Insurance	Section 14 of Franchise Agreement	Items 6 and 8
o.	Advertising	Sections 3.7 and 12 of Franchise Agreement	Items 6, 7 and 11
p.	Indemnification	Sections 19.4, 21.3, and 21.4 of Franchise Agreement, Section 5(D) of Software Agreement, Section 5 of Asset Sale Agreement	Not Applicable
q.	Owner's participation/ management/staffing	Sections 3.5 and 6 of Franchise Agreement	Items 11 and 15
r.	Records/reports	Sections 7.13 and 13 of Franchise Agreement	Not Applicable
s.	Inspections/audits	Sections 7.16 and 13.4 of Franchise Agreement and Section 5(C) of Software Agreement	Not Applicable
t.	Transfer	Section 15 of Franchise Agreement and Section 4(B) of Software Agreement	Items 6 and 17
u.	Renewal	Section 2.2 of Franchise Agreement	Items 6 and 17

	OBLIGATION	SECTION IN AGREEMENT	ITEM IN DISCLOSURE DOCUMENT
v.	Post-termination obligations	Sections 17 and 18.3 of Franchise Agreement and Section 9 of Software Agreement	Item 17
w.	Non-competition covenants	Sections 18.2 and 18.3 of Franchise Agreement	Item 17
x.	Dispute resolution	Section 27 of Franchise Agreement	Item 17
y.	Other: Guarantee of franchisee obligations[2]	Signature page of Franchise Agreement	

Notes:
(1) Miracle-Ear has a customer service satisfaction measurement program with required minimum scores that you will be expected to meet or exceed.

(2) Each individual who owns 5% or greater beneficial interest in a Franchisee that is a corporation or other business entity must sign an agreement assuming and agreeing to discharge all obligations of Franchisee to Miracle-Ear. See Exhibit F of the Franchise Agreement.

ITEM 10
FINANCING

Miracle-Ear does not receive direct or indirect payments for placing financing. Miracle-Ear does not guarantee your obligations to third parties or offer direct or indirect financing except as described below.

Miracle-Ear may, in its sole and absolute discretion, provide financing to qualified franchisees for acquisitions, start-up costs, working capital, relocations, renovations, expansion, and conversions. For new territory acquisitions and new location funding, Miracle-Ear may enter into a promissory note with you for up to 60 months, or such other term as determined by Miracle-Ear, of: (i) up to 100% of your Initial Franchise Fee or (ii) the purchase price to be paid for the assets acquired for the operation of your new Center or any additional Centers in your new territory (which may include startup costs such as equipment, fixtures, initial inventory and/or supplies).

If you are a new Miracle-Ear franchisee experienced with hearing instruments (such as being a licensed hearing aid dispenser) and we determine that you meet our requirements, Miracle-Ear may loan you (i) an amount of up to four (4) months of working capital required to operate your new Center, or (ii) an amount to finance all or part of the renovation of existing hearing aid locations to Miracle-Ear Centers, all in amounts determined by Miracle-Ear. If you are an existing Miracle-Ear franchisee relocating an existing Center or opening a new Center and we determine that you meet our requirements, Miracle-Ear may provide you a loan to finance all or part of such relocation or expansion, in amounts determined by Miracle-Ear.

If Miracle-Ear provides you with financing in connection with acquiring the right to develop new Miracle-Ear stores, you must sign a master Financial Assistance Agreement, or Acquisition Program Agreement and an installment note, copies of which are included as Exhibit H and Exhibit I, respectively, to this disclosure document. The Financial Assistance Agreement's promissory note ("Financial Assistance Promissory Note") bears interest at an annual percentage rate ("APR") of 6% or such other interest rate designated by Miracle-Ear. The Financial Assistance Promissory Note is payable in equal monthly payments of principal and interest over its 60-month term, or such other term length mutually agreed upon by you and Miracle-Ear. You may prepay the Financial Assistance Promissory Note in whole or in part without penalty over the term. If your corporation or other entity is the franchisee, the owners of the entity must personally guarantee the Financial Assistance Promissory Note. You and each personal guarantor waive demand and presentment for payment, protest rights, and notice of failure to make payment.

If your corporation or other entity is the franchisee, upon the sale or transfer of any interest in Franchisee or the sale or transfer of substantially all of Franchisee's assets, Miracle-Ear may declare the entire unpaid amount of the Note, including interest, immediately due and payable. We can demand immediate payment of the entire outstanding balance if (i) any required installment payment is not made when due, (ii) any amount payable to Miracle-Ear for products sold or services provided to you shall be greater than 60 days past due, (iii) you breach any other agreement or obligation with Miracle-Ear, (iv) you become insolvent or unable to pay your debts as they become due, (v) any bankruptcy, receivership, insolvency, reorganization, dissolution or liquidation proceedings are commenced by or against you, or (vi) you make an assignment for the benefit of creditors.

If Miracle-Ear provides you with financing in connection with converting an existing competing business into a Miracle-Ear franchised business, then you must sign the Acquisition Program Agreement and an installment note, copies of which are included as Exhibit I to this disclosure Document ("Acquisition Program Promissory Note"). The Acquisition Program Promissory Note may be payable in 5 annual installments, each equal to 20% of the original balance plus interest, 10 annual installments, equal to 10% of the original balance plus interest, or other payment amounts and term as determined by Miracle-Ear. The Acquisition Program Promissory Note bears interest at a fixed rate equal to that of the then current mid-term Applicable Federal Rate per annum (which was 4.46% in March 2025). In addition to all other rights, if you are in default of the Acquisition Program Promissory Note and fail to cure within the respective cure period, then we may impose an additional 4% interest rate, but in no event at a rate greater than the maximum interest rate permitted under the laws of the State of Minnesota. If you fail to timely pay any installment, then in addition to all other rights that Miracle-Ear has, you will be assessed a late fee equal to 2% of the amount due. Under the Acquisition Program Promissory Note, certain amounts of the principal balance and accrued interest may be forgiven if you achieve certain unit sales targets as agreed upon between you and Miracle-Ear. In the event of a default, we can demand immediate payment of the entire outstanding balance, and terminate your Franchise Agreements and all other agreements that you have with Miracle-Ear. You are required to grant a security interest in all of the assets acquired to obtain this financing, as well as all of the other property held or leased by the franchised business, including any property acquired after the date of the original grant of the security interest. You may prepay the Acquisition Program Promissory Note in whole or in part without penalty over the term**.** If your corporation or other entity is the franchisee, the owners of the entity must personally guarantee the Financial Assistance Promissory Note. You and each personal guarantor waive demand and presentment for payment, protest rights, and notice of failure to make payment.

You are required to grant a security interest in all of the assets acquired to obtain financing under the Financial Assistance Agreement or Acquisition Program Agreement, as well as all of the other property held or leased by the franchised business, including any property acquired after the date of the original grant of the security interest. Failure to pay amounts due under the Financial Assistance Promissory Note or Acquisition Program Promissory Note is a default under the Franchise Agreement (Franchise Agreement, Section 13) which could result in termination of the Franchise Agreement if left uncured. If you default under the terms of the Financial Assistance Promissory Note or Acquisition Program Promissory Note, you will be required to pay all costs (including reasonable attorneys' fees) incurred by the holder of the applicable promissory note.

It is not our current practice or intent to sell, assign or discount to any third party any note or other financing instrument that franchisees execute. We, however, reserve the right to do so in the future. We also may from time to time pledge our interest in financing instruments to third parties to secure various obligations of Miracle-Ear to third parties.

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

Except as listed below, Miracle-Ear is not required to provide you with any assistance.

Pre-opening Assistance. Before you open your Center, Miracle-Ear will:

(1) Provide site selection guidelines and consultation as we deem advisable for your initial Center (Franchise Agreement – Section 5.1)

(2) Provide you with a set of standard plans and specifications (not construction drawings) for the exterior and interior design and layout, and the fixtures for your Center. (Franchise Agreement – Sections 6.1 and 6.3). You are responsible for developing, maintaining, renovating, or constructing, and equipping each Center in compliance with these plans and specifications, at your own expense (including all equipment, signs, fixtures, opening inventory, and supplies). We will review the drawings and specifications that you prepare for the Premises of your Center (Franchise Agreement – Section 5.4).

(3) Provide the initial training program and Miracle-Ear Certification program (Franchise Agreement – Section 3.4).

(4) Make available to you the Proprietary Software for use in your Miracle-Ear® business as further described below. You must return the Proprietary Software when the Franchise Agreement terminates or expires (Franchise Agreement – Section 3.6).

(5) Provide you electronic access to Miracle-Ear's confidential Manuals. You must keep the Manuals confidential. When your franchise agreements expire or terminates, your access will be revoked and any printed copies must be destroyed. (Franchise Agreement – Section 3.3).

Ongoing Assistance. During the operation of your Center, Miracle-Ear will:

(1) Provide site selection guidelines and consultation as we deem advisable for additional Centers (Franchise Agreement – Section 5.1)

(2) Offer refresher courses related to Miracle-Ear® Products, conduct sales and technical training schools or courses and, upon your request, make available to you other existing training tools, as further discussed below, and provide Miracle-Ear Certification courses (Franchise Agreement – Sections 6.3 and 6.4).

(3) Administer, as we deem appropriate Advertising Programs intended to maximize general image, recognition and patronage of Miracle-Ear Products, presale and post-sale services and Miracle-Ear Centers for the benefit of Miracle-Ear and all Miracle-Ear® franchisees in general (Franchise Agreement – Sections 12.1).

(4) Annually, Miracle-Ear agrees to contribute to the NMF 10% of the collected annual NMF contribution based on prior year contributions (Franchise Agreement – Section 12.3).

(5) Issue certain consumer warranties for Miracle-Ear® Products (Franchise Agreement – Section 3.2).

(6) Offer Miracle-Ear® Products on delivery, price and credit terms established by Miracle-Ear (Franchise Agreement – Section 3.1).

Sales Promotion Programs. Miracle-Ear establishes and conducts various sales promotion programs as follows: Miracle-Ear has established and currently administers a national marketing fund ("NMF") to promote MIRACLE-EAR® Products. Miracle-Ear may, in its sole discretion, periodically offer other national and regional advertising programs, in addition to the NMF (collectively, "Advertising Programs"). Miracle-Ear administers all Advertising Programs. Currently, your required contribution to the NMF ("NMF contribution") is $75 per wholesale unit (which is a hearing aid ordered from Miracle-Ear), and $25 per refurbished retail unit (which is a used and refurbished hearing aid sold by the franchisee to a consumer).

Miracle-Ear uses advertising and media placement agencies to assist in the development, production and media placement of creative materials. Miracle-Ear periodically will also use consultants and free-lance writers to develop advertising and promotional material. Miracle-Ear, through one or more of the advertising and media placement agencies it employs, may buy cable television, network television, syndicated programs, network radio, national and regional magazines and insert programs, online, as well as any other media deemed appropriate, in operating its advertising campaigns.

You will receive at no additional charge one copy of each item produced, except for large items such as posters or displays. If you want additional copies, you must pay duplication costs. Electronic files are provided for major promotions that you can duplicate at your own expense. From time to time, Miracle-Ear will, directly or through a third party, provide to you for purchase optional direct mail or other marketing programs. You may only use advertising and sales promotion materials that Miracle-Ear provides or makes available to you, or materials that you propose and we pre-approve. You may develop advertising and sales promotion materials for your own use, at your own cost, if the materials are factually correct, meet FDA, FTC and Miracle-Ear advertising standards, and accurately depict the Miracle-Ear® Trademarks.

You agree to submit to us samples of all advertising and promotional plans and materials for any print, broadcast, cable, electronic, computer, or other media that you desire to use and that have not been prepared by us or previously approved by us within the preceding twelve (12) months.

We have up to 30 days to approve your materials. If we don't provide notice of disapproval within thirty (30) days of the date of receipt by us of such samples or materials (or within fifteen (15) days if such samples and materials are based on our brand guideline or pre-approved templates) we will be deemed to have approved them. Approval shall be valid, unless otherwise directed by us, for twelve (12) months immediately following the effective date of approval. You are ultimately responsible for insuring that your advertising materials comply with all applicable laws, including local and state requirements, before using them. All advertising/promotional materials must be submitted to Miracle-Ear at least 30 days prior to your intended use. Miracle-Ear must approve, in writing, such advertising/promotional materials before they are used.

Currently, franchisees in each geographic region elect a representative from their region to serve on the Franchise Advisory Council ("FAC"). Each member serves on the FAC for a 2-year term. The FAC has certain approval and consultation rights set forth in the Franchise Agreement. Other than those specified areas, the FAC serves in an advisory capacity only. Miracle-Ear has the power to form, change or dissolve the FAC. Miracle-Ear does not have any obligation (fiduciary or otherwise) to develop, implement or administer Advertising Programs in such a way as to insure that expenditures are proportionate or equivalent to sales from Miracle-Ear® franchisees in any proportionate area.

Each new Miracle-Ear® franchise must contribute to the NMF as disclosed in Item 6. Other franchisees may pay different amounts toward the Advertising Programs. Company-owned locations contribute to the NMF on the same basis as franchisees. Miracle-Ear may, in its discretion, make additional contributions to the NMF. Miracle-Ear will make available to franchisees an unaudited accounting of the NMF on an annual basis. The FAC shall have the right to audit the NMF accounting provided by Miracle-Ear not more than once per year, and the expense of such audit shall be paid from the NMF. In our fiscal year ended 2024, the funds contributed to the NMF were approximately used as follows: 81% for media placement, 3% for production, 3% for administrative expenses, and 13% for other expenses such as photography, telemarketing, database management, and online reputation management.

Miracle-Ear is not obligated to spend any amount on advertising in the area or territory where you are located. Advertising Program contributions not spent in any fiscal year will be carried over for future use. No Advertising Program contributions will be used for advertising principally directed at the sale of franchises.

You must participate in and contribute to a local advertising cooperative established (if any) in the designated TV market area (DMA) boundaries where your Center is located. Formal Miracle-Ear® cooperatives currently do not exist (but may be established in the future). The amount of your contribution to the local advertising cooperative (if any) is described in Item 6.

Each local advertising cooperative must adopt written governing documents. A copy of the governing documents of the cooperative (if one has been established) for your market area is available upon request. Each cooperative may determine its own voting procedures so long as those procedures are consistent with the general operating rules Miracle-Ear has established. The members of the local cooperative and their elected officials are responsible for administering the local cooperative.

Miracle-Ear recommends, but does not require, that advertising cooperatives prepare annual financial statements and make those financial statements available to all franchisees in that

advertising cooperative. Miracle-Ear has the power to establish, modify or dissolve advertising cooperatives and to establish the rules under which regional advertising cooperatives will operate.

Call Centers. Miracle-Ear may, either directly or through a third party, maintain an inbound centralized call center which will answer consumer calls that may be generated from national or local advertising campaigns through the use of specific toll-free numbers. Calls from potential customers looking for a Miracle-Ear location will be referred to the Miracle-Ear store located closest to the potential customer or referred to the Miracle-Ear location that the customer requests. If we have established a call center, you must participate in it.

As noted in Item 6, we have also developed an integrated CRM Program that includes a customer relationship management platform and advertising program with outbound calling services and multichannel customer. You are required to use our then-current CRM Program and sign the CRM Services Agreement attached as Exhibit E to this Disclosure Document. You must pay the applicable then-current CRM Program Fee, which will not exceed $570 per center and is currently based on the number of database contacts and customers maintained in the Miracle-Ear's Sycle™ software application for your Centers.

National Accounts. Miracle-Ear enters into contracts with companies or organizations, including insurance companies, that offer insurance or other hearing care plans (each, a "National Account") to provide Products and Services to the constituents of such National Account at specifically negotiated prices. Each contract, or group of contracts may be designated by us in our sole discretion as a "**National Account Program.**" You have the option to participate each such National Account Program if: (a) the National Account Program allows franchisee participation, (b) you meet the then-current requirements of the National Account Program, (c) you agree to abide by all of the terms and conditions of the contracts between the National Accounts in that specific National Account Program and us, (d) you execute any documents associated with the National Account Program (and each National Account included that particular program), and (e) enough franchisees elect to participate in the National Account Program to provide the minimum coverage required by the National Account Program. If you elect to participate in a National Account Program, you must participate in all contracts that are part of that National Account Program. By way of example a Miracle-Ear branded insurance network would be one National Account Program, and a franchisee that signs up to be part of the network would have to participate in ALL contracts within it. Amplifon Hearing Health Care, which has its own terms and conditions as described below, is a separate National Account Program.

Miracle-Ear has a contractual relationship with Amplifon Hearing Health Care Corp., a Miracle-Ear affiliate ("AHHC"), formerly known as HearPO, Corp. If qualified, you may elect to become a credentialed provider of AHHC in order to provide fitting and after sales services for AHHC members located within your Territory who are referred to you by AHHC, all in accordance with AHHC's policies, which may change from time to time. If you elect to become a credentialed provider of AHHC, you will be required to comply with AHHC's standard policies and procedures in performing such fitting and after sales services. Additionally, you may be required to execute certain forms/documents as may be reasonably requested by AHHC for proof of compliance with the policies and procedures, including, without limitation, AHHC 's Provider Agreement, attached as Exhibit D.

Computer System. You must possess or are required to have a WINDOWS based workstation computer in each Miracle-Ear® Center for hearing aid testing. We also recommend that you set

up one additional workstation for your office management and customer needs. The workstation computer systems you purchase must meet Miracle-Ear's requirement standards, which are periodically modified as needed in response to business operations, marketing conditions and changes in technology. You may be required to purchase new workstations if your present systems do not meet our requirements. The estimated cost of purchasing all of the required computer and network equipment ranges from $5,000 to $15,000 (see Item 7). You may also be charged a license fee of $65 per location for iNOAH software that integrates with Sycle.net. We have negotiated an option for you to purchase your computer hardware directly from our Miracle-Ear approved vendors in order to capitalize on our special discounts. You should also be aware that there might be additional expenses involved for hardware and software installation, local area networking, and wide area networking when upgrading your systems. Miracle-Ear's Service Desk ("Service Desk") is available to provide limited telephone assistance during its regular business hours to help troubleshoot Noah.

Computer Services recommends the following components:

1. A Windows 10/11 -based workstation computer for your office management and customer contact needs. (see 6(i))

2. It is strongly recommended that you wire your stores with standard network cable (cat5e or higher) so that you can network your computers together to take advantage of share access and information.

3. A Windows 10/11 -based workstation computer system for use in hearing aid testing and fitting.

4. Color monitors supporting a minimum of 1920 x 1080 or higher screen resolution for each workstation.

5. One laser printer.

6. The following software packages:

(i) For each workstation, you must utilize one of the following operating systems: Windows 10 Pro for your Center's workstations. Additionally, you must install Microsoft Word and Excel on each workstation for use with Sycle.net.

(ii) Miracle-Ear will offer the following workstation software applications: Harmony and Harmony II (through a third-party), Noah (through a third-party); and any other required proprietary software as may be required. Software identified above as proprietary is an exclusive product of Miracle-Ear and is referred to herein as "Proprietary Software".

(iii) You are required to pay for and utilize the Sycle.net software in accordance with the terms and conditions described in the Sublicense to Access and Use Agreement (the "Sycle.net Sublicense Agreement") (the form of which is attached as Exhibit J to the Franchise Agreement). All user-names and passwords required to access Sycle.net will be provided to you by Miracle-Ear.

7. High Speed Internet access with a minimum download speed of 20 Mbps, upload speed of 3 Mbps and an e-mail account are required for at least one computer system per location.

Miracle-Ear will make available to you the software mentioned in Sections 6(ii) and 6(iii) above at no charge (not including marketing and hardware supplies). Noah integration with Sycle.net requires Noah Office System, and an additional fee is charged to franchise per location. Training may be required before the software is made available to you. You must sign the Computer Software License Agreement (the "Software Agreement") in the form included as Exhibit C to the Franchise Agreement. Miracle-Ear owns the property rights to the Proprietary Software. During the initial 12-month period of the Software Agreement, Miracle-Ear is contractually required to provide you with general software maintenance for the Proprietary Software, provided your hardware meets minimum system requirements. After the initial 12-month period, Miracle-Ear reserves the right to charge you, at cost, for all updates or upgrades to the Proprietary Software (Software Agreement, Section 3).

You are contractually required to make periodic upgrades and updates to the computer hardware and software, and you and your employees may be required to complete certain training requirements regarding the use of the Computer System. For example, you may need to upgrade the software packages described above in connection with upgrades to the Proprietary Software. Miracle-Ear reserves the right to charge a reasonable fee for upgrades and updates to the Computer System software we provide. Such additional fees for third party software shall not be more than the amount being charged to Miracle-Ear by third parties for the use of such third party's software, provided you will be responsible for shipping fees. The approval of the FAC will be required should Miracle-Ear desire to charge additional fees for third party software licenses that exceed a pass-through of such third party's fees or for additional fees for Miracle-Ear software. Miracle-Ear cannot estimate the annual cost of any optional or required maintenance and support contracts, updates or upgrades.

Miracle-Ear will make available to Franchisee the use of Sycle.net as described in the Sycle.net Sublicense Agreement. Franchisee is required to utilize the Sycle.net software and hosting services and shall execute a Sycle.net Sublicense Agreement with Miracle-Ear. The Sycle.net Sublicense Agreement requires you to comply with the agreement between Amplifon-USA and Sycle, LLC ("Sycle Agreement"). You are also required to pay a monthly access fee for such software license and services (the "Access Fee"). Currently the Access Fee is $101.41 per month, per full time or part-time location and $40.13 per month per service center location, to be adjusted annually for CPI; however, the amount of the Access Fee is subject to change but only in an amount that is equal to any increase that is imposed upon us by the third-party vendor. Upon execution of such Agreement, Miracle-Ear will provide you with user names and passwords required to access the Sycle.net software.

Miracle-Ear will have independent access to the operational and financial information data produced by your computer system and there are no contractual limitations restricting this access; however, Miracle-Ear agrees not to make public or sell any information produced by your computer system. In order to address legal issues surrounding the disclosure of customer information, you must execute and abide by the terms and conditions of the Business Associate Agreement attached as Exhibit I to the Franchise Agreement.

Miracle-Ear reserves the right to require you to use an iScan office impression scanner, which is used in the fitting of hearing instruments ("iScan"). To get access to the iScan, you may have to

execute some form of agreement with the vendor. The use of iScan is currently free; however, this is subject to change, and you may be required to pay a fee in the future. The use of iScan is currently optional; however, Miracle-Ear may require you to use iScan in the future.

Site Selection. If you are already considering potential sites for Miracle-Ear® Centers, you may propose the location to Miracle-Ear, in accordance with Miracle-Ear's site approval procedures. You must initiate the site approval process by forwarding a completed site evaluation package and other specifications as requested by Miracle-Ear. Miracle-Ear may consent to the site after we have evaluated it. If you do not have a proposed site, Miracle-Ear will assist you in evaluating proposed locations. You are solely responsible, however, for locating and obtaining a site that meets Miracle-Ear's standards and criteria and which is acceptable to Miracle-Ear. You are solely responsible for obtaining all necessary permits and licenses for establishing your Center at the site. The site you choose must comply with all applicable legal requirements, including the Americans with Disabilities Act. You may not establish a Center or enter into any lease or other agreement to establish a Center without Miracle-Ear's approval.

Miracle-Ear must consent to the proposed site of each of your Centers. Your evaluation of a site should consider a number of factors, including population and character of the surrounding area, accessibility, estimated renovation costs, proximity to other commercial areas and other related factors.

Development Time. The typical length of time between acceptance of a location and the opening of a Center is 2 to 6 months. The period may be longer or shorter depending on the time of year, availability of financing, local construction delays, proper submission of a set of completed block plans, approval of exterior and interior designs, completion of initial training and/or other factors.

Training. Miracle-Ear will arrange for your initial franchise-training program ("New Franchisee Business Workshop"), which must be completed to our satisfaction within 90 days after commencing operations of your Miracle-Ear Center(s). This program is subject to change at any time. Initial training usually occurs over a one-week session conducted by Miracle-Ear field operations staff and internal trainers. Miracle-Ear is currently conducting all or part of the initial training program virtually, in person at a location designated by us which may include the franchise location or other locations, via webinars, or over the telephone, in its discretion in the 2024 calendar year. The New Franchisee Business Workshop covers many of the aspects of running your franchise, including marketing, human resource management, business analysis and financial management, store planning, sales strategies, information technology, etc.

The below chart is a sample of the types of categories and hours provided in connection with the New Franchisee Business Workshop, however, Miracle-Ear's field managers usually tailor the New Franchisee Business Workshop in some capacity for each franchisee based upon the franchisee's level of experience, business acumen, and other factors decided in the field manager's discretion.

TRAINING PROGRAM

Subject[1]	Hours of Classroom Training[2]	Hours of "On-the-Job" Training	Location
Orientation, Franchise Administration & Operations	0	4	Franchisee's office, or another location at Miracle-Ear's discretion
Human Resources	0	3	Franchisee's office, or another location at Miracle-Ear's discretion
Store Planning	0	1	Franchisee's office, or another location at Miracle-Ear's discretion
Customer Care	0	1	Franchisee's office, or another location at Miracle-Ear's discretion
Manufacturing & Production	0	1	Franchisee's office, or another location at Miracle-Ear's discretion
Managed Care	0	2	Franchisee's office, or another location at Miracle-Ear's discretion
Information Management	0	4	Franchisee's office, or another location at Miracle-Ear's discretion
Business Planning	0	2	Franchisee's office, or another location at Miracle-Ear's discretion
Business Analysis and Financial Management	0	4	Franchisee's office, or another location at Miracle-Ear's discretion
Marketing	0	8	Franchisee's office, or another location at Miracle-Ear's discretion
Sales Strategies	0	4	Franchisee's office, or another location at Miracle-Ear's discretion

Notes:

(1) The instructional materials for each subject may include the Miracle-Ear® Manuals, lecture, webinars, hands-on demonstration and activities, internet or other media, reviews, subject

quizzes, and/or additional current materials (handouts, textbooks, etc.) that Miracle-Ear considers appropriate.

(2) The Franchise Operations Staff of Miracle-Ear is responsible for overseeing all aspects of the initial franchise training program. The training program modules are led by various company subject-matter experts who range in experience from a couple years of company and/or industry and/or functional area expertise to over 20 years' experience. Training is typically provided in person or self-directed via Internet or other media. In addition, the Initial Franchise Training Program instructors may provide you with homework assignments each evening.

You must successfully complete the initial franchise-training program to remain in good standing under your Franchise Agreement. Miracle-Ear reserves the right to waive parts of the initial franchise- training program if you are renewing your existing Miracle-Ear® franchise or you are an experienced operator in the hearing aid industry. Miracle-Ear currently does not charge a fee for the initial franchise- training program. You are responsible for all travel and living expenses that you and your consultants/representatives incur while attending the initial franchise-training program. See Item 7 for additional information on travel and living expenses.

Miracle-Ear periodically will offer continuing education seminars designed to provide you the latest information on new product technologies, processes, skills training, and systems training. You or your employees may be required to attend some, or all of these seminars as determined by Miracle-Ear. These seminars may take place at Miracle-Ear's corporate headquarters in Minneapolis, at regional sites in the United States, or virtually through live, instructor led webinars or through self-paced eLearning modules. Miracle-Ear may also require you and/or your employees to demonstrate acquired proficiencies in certain competencies, which are the subject of the training, by requiring you and/or your employees to obtain an annual certification. Miracle-Ear will also offer training for new products as it deems appropriate, through in-person regional, virtual or convention sessions. All training sessions are generally offered virtually however, some training sessions may be conducted at Miracle-Ear's headquarters and/or at regional locations and conventions.

Miracle-Ear offers an optional license preparation course for those new franchisees and/or their employees who are not currently licensed to sell hearing aid products. You must purchase the International Hearing Society's Professional Training Textbook, Workbook, Distance Learning Course or any other study materials and textbooks that Miracle-Ear considers appropriate or that the state licensing examination board in your state will require for you to prepare for and pass your state license examination.

These license preparation courses currently take place virtually. Miracle-Ear currently does not charge a fee for these seminars and programs beyond the cost of materials, purchased by you. You and your employees must also attend any refresher courses, seminars, dealer shows and meetings, and other programs as Miracle-Ear may from time to time require. You are responsible for travel and expenses that you or your attendees incur while attending these seminars or programs

To remain in good standing under your Franchise Agreement you are required to ensure each Front Office Associate (FOA) and Hearing Consultant operating within a Miracle-Ear Center completes the required Miracle-Ear Certification training for their position, within 90 days of hire

and on an annual basis. Miracle-Ear currently offers this training at no charge to you through an on-line learning management system ("LMS").

Miracle-Ear Certification

Subject	Hours of Classroom Training	Hours of "On the Job" Training	Location
FOA Onboarding Certification	8 hours	N/A	On-Line, LMS
HCP Onboarding Certification	11 hours	N/A	On-Line, LMS

Operations Manuals. Miracle-Ear will provide you online access to copies of the confidential Miracle-Ear manuals, which are amended and updated from time to time. The manuals are provided through one or more electronic media. The manuals and topics covered are as follows:

Miracle-Ear Brand Identity Manual

SUBJECT	NUMBER OF PAGES
Logo Standards	4
Key Branding Elements	24
Social Media Policy	3
Legal	7
TOTAL	**38**

The Sycle.net Office System User Guide

SUBJECT	NUMBER OF PAGES
Steps to Perform Basic Sycle Activities	12
Customer Summary	4
Customer Types	2
Appointments & Appointment Types	31
Using the Call List	4
Entering a Non-Hearing Aid Purchase	2
Entering a Hearing Aid Purchase	13
Exchanges, Returns, Repairs and Rapid Exchange, Replacement (Loss & Damage)	16
Transferring a Hearing Aid to Another Location	1
Entering a Referral Source and Subcategories	14

SUBJECT	NUMBER OF PAGES
The Reports Module	29
Miracle-Ear Foundation Donations	5
Amplifon Hearing Health Care Sales	5
QuickBooks Sync Tool	1
HealthiPlan Sales	2
Allegro Financing	12
Free Trials	36
MiracleCare	2
TOTAL	**191**

Programs and Policies Manual

SUBJECT	NUMBER OF PAGES
Introduction to the Manual	9
Introduction to the Miracle-Ear Franchise System	37
Understanding Franchising	11
Store Opening	54
Products, Inventory and Support Materials	24
Leadership	1
IT and Business Applications	13
Customer Privacy/Legal	21
Human Resources	67
Marketing	36
Local Marketing	26
Customer Service	19
Miracle-Ear Experience	55
Customer Financing Options	3
Office Protocols and Expectations	26
Miracle-Ear Foundation	16
Management Information/Reporting	33
Health Insurance	27
Open House	26

SUBJECT	NUMBER OF PAGES
Minimum Performance Targets/Requirements	5
Finance and Accounting	16
Renewal, Transfers, and Succession Planning	7
Additional Resources	5
TOTAL	**537**

In addition to the manuals outlined above, you will have access to an online Learning Management System (LMS) which will give you access to live and recorded online training. The Miracle-Ear Harmony® software discussed earlier in this Item 11 contains the information on the various Miracle-Ear® products offered through the Center(s), together with certain performance specifications for those products.

ITEM 12
TERRITORY

You will receive an exclusive territory when granted a Miracle-Ear® franchise, and the Territory will include zip codes generally associated with one or more counties and will be described in Exhibit A to the Franchise Agreement. You may relocate a Center only with Miracle-Ear's written consent, which Miracle-Ear may withhold in its sole discretion. The precise boundaries of the Territory will be determined by county lines or zip codes and will be determined at least 7 business days before you sign the Franchise Agreement. Territory size will vary depending on the number of Centers you are approved by Miracle-Ear to operate within the Territory. Miracle-Ear will use the most recent actual or estimated census information available from the U.S. Census Bureau. Subject to Miracle-Ear's approval of the site for each Center, you may operate one or more Miracle-Ear® Centers within the Territory. Each approved location will be assigned an associated territory by us ("Center Footprint") based on the number of target consumers in the area. The average population of Center Footprints for franchised owned full time and part time Centers in 2024 was approximately 200,000 persons. The population of Center Footprints is dependent upon a variety of factors, including but not limited to location urbanization, region of the country, and proximity to existing Centers.

Urbanization Group	Average Population (persons)	Center Count (FT/PT)
Principal Urban Centers	439,596	8
Urban Periphery	358,906	99
Suburban Periphery	246,259	360
Metro Cities	188,218	267
Semirural	107,566	134
Rural	82,203	173

Miracle-Ear will not establish another franchised or company-owned Miracle-Ear® Center in your Territory. Miracle-Ear currently cannot distribute products within your Territory through alternative channels of distribution using the "Miracle-Ear" Trademark except for some specific exceptions outlined in the Franchise Agreement (e.g., National Accounts, Insurance Contracts, and ear care products, OTC hearing aids with FAC approval).

We reserve for our affiliates and ourselves the absolute right to use alternative channels of distribution, including the Internet and third-party websites within and outside your Territory. We and our affiliates also reserve the right to distribute products and services under names and symbols other than the "Miracle-Ear" Trademark. We are not required to pay you if we exercise any of the rights specified above.

Miracle-Ear reserves for ourselves, our parent, our subsidiaries and/or our affiliates, the absolute right to establish franchised or company-owned businesses, or to develop and/or distribute products and Services within your Territory under a trademark different from the "Miracle-Ear" Trademark at locations determined by us or our affiliates, and without obligation to grant any rights to you with respect to any of them.

In exchange for granting you exclusive rights within your Territory, you agree to make annual minimum wholesale unit purchases of hearing aids from Miracle-Ear for each Center to achieve a minimum penetration of customers sold per target population in the Center Footprint (the "Minimum Performance Requirement") at the levels specified in the Operation Manual for Full-Time and Part-Time Centers. If any Center in the Territory that has been open at least thirty-six (36) months fails to achieve the Minimum Performance Requirement (based on a rolling twelve (12)-month average), you will be notified, and we will review the Center's performance and make recommendations that you take certain actions and meet certain quarterly unit sales improvements targets as determined by us (the "Performance Improvement Plan"). You can request an individual reduction in the Minimum Performance Requirement target applicable to one or more of your Centers based on local factors by following the appeals process set forth in the Operations Manual, and we have the discretion to grant those reductions. However, if you fail to achieve the Minimum Performance Requirement, and subsequently failure to comply with an applicable Performance Improvement Plan for two consecutive quarters, we have the right in to terminate your right to operate the underperforming Center(s) and modify and reduce the Territory by the respective Center Footprint, or a comparable area around such terminated Center(s).

You must concentrate your advertising and sales effort within your Territory. You cannot advertise or market Miracle-Ear® Products outside your Territory without Miracle-Ear's prior approval, although you may serve customers from outside your Territory. Likewise, other Miracle-Ear® franchisees cannot, without Miracle-Ear's approval, advertise within your Territory, although they may serve customers who reside within your Territory without compensation to you. Miracle-Ear may advertise within your Territory and may serve customers who reside within your Territory without compensation to you, although Miracle-Ear cannot use any of the Trademarks (as defined in Item 13 below) in doing so. You may not use alternative distribution channels to make sales outside or inside your Territory.

If you are a franchisee in good standing under the terms of your Franchise Agreement and you have been approved for expansion, you may open and operate additional Miracle-Ear® Centers

within your Territory, subject to Miracle-Ear's approval of the site for each additional Center. Miracle-Ear generally will not grant to you any options, rights of first refusal or similar rights to acquire additional franchises outside your Territory.

ITEM 13
TRADEMARKS

Miracle-Ear grants you the right to operate one or more Centers in the Territory under the Marks listed below, but only in the manner authorized and permitted by us and only under the terms of the Franchise Agreement. You must also use other trademarks, service marks, trade names and commercial symbols (collectively, "Trademarks") which Miracle-Ear develops or requires to identify your Center and its goods and Services. Miracle-Ear has filed, or intends to file, all required affidavits and renewals for the Trademarks listed below.

The following schedule lists only the principal trademarks that you are licensed to use:

TRADEMARK	STATUS	REG. NUMBER	REG. DATE
Miracle-Ear	Registered	638121	Dec. 4, 1956
Audiotone	Registered	742434	Dec. 18, 1962
Miscellaneous Design (ME Wave)	Registered	1350956	July 23, 1985
Miracle-Ear	Registered	1350955	July 23, 1985
Miscellaneous Design (ME Wave)	Registered	1695936	June 23,1992
Miracle-Ear	Registered	1965952	April 2, 1996

TRADEMARK	STATUS	REG. NUMBER	REG. DATE
MIRACLE-EAR and Design	Registered	3239032	May 8, 2007
INTELLIGENT PEAK SMOOTHING	Registered	3566246	January 20, 2009
Miracle-Ear Foundation and Design	Registered	4558488	July 1, 2014
One Day Without Sound	Registered	4932941	April 5, 2016
MIRACLE-EAR and Design (Color)	Registered	6051138	May 12, 2020
MIRACLE-EAR CHARGE	Registered	6212388	December 1, 2020
MECHARGE	Registered	6390107	June 15, 2021
MECONNECT	Registered	6521354	October 12, 2021
MEEASY	Registered	6521355	October 12, 2021

TRADEMARK	STATUS	REG. NUMBER	REG. DATE
MEENERGY	Registered	6521356	October 12, 2021
MEMINI	Registered	6521357	October 12, 2021
MIRACL-EARLINK	Registered	7444185	July 9, 2024
MEBLISS	Registered	7655060	January 14, 2025
MEAVAIL	Registered	7663542	January 21, 2025

Your use of the Trademarks and any goodwill is to Miracle-Ear's exclusive benefit and you retain no rights in the Trademarks. You retain no rights in the Trademarks when the Franchise Agreement expires. You may make changes or substitutions to the use of the Trademarks only if Miracle-Ear directs you to do so.

There is no currently effective material determination of the United States Patent and Trademark Office or the Trademark Trial and Appeal Board, or the trademark administrator of any state or court, no pending infringement, opposition, or cancellation proceeding and no pending material litigation involving our Principal Trademarks. Other than as noted above, no agreements limit our right to use or license others to use our Principal Trademarks in the United States.

Miracle-Ear is not required to protect you against infringement or unfair competition claims arising out of your use of the Trademarks, or to participate in your defense or indemnify you. Miracle-Ear reserves the right to control any trademark litigation and will take the action Miracle-Ear believes appropriate if a third party infringes the Trademarks. You must notify Miracle-Ear promptly if you become aware of any infringement or unauthorized use of the Trademarks and cooperate with any action that Miracle-Ear takes. If any party claims that its rights to use any of the Trademarks are superior and Miracle-Ear confirms that claim, you must, at your expense, immediately make the changes and use the substitutions to the Trademarks as Miracle-Ear requires.

ITEM 14
PATENTS COPYRIGHTS AND PROPRIETARY INFORMATION

Miracle-Ear does not hold any patents for hearing aid products currently marketed. In addition, there are no copyrights currently registered which are material to the Miracle-Ear® franchise offered, although Miracle-Ear does claim copyright protection for our Franchise Agreement and related agreements, our Manuals and for various advertisements, promotional brochures and other materials periodically published. You must keep confidential during and after the term of the Franchise Agreement all information contained in the Manuals. You cannot duplicate or provide any information contained in the Manuals to any party other than, during the term of the Franchise Agreement, those of your employees who need to know that information. When the

Franchise Agreement expires or terminates, you must return to Miracle-Ear all copies of the Manuals and all other material Miracle-Ear has copyrighted.

You must notify us immediately if you learn about an infringement or challenge to your use of any copyrights. Miracle-Ear does not contract with individual franchisees to protect the copyrights, to protect individual franchisees against infringement or unfair competition claims arising out of the franchisee's use of the copyrights, or to participate in the franchisee's defense or indemnify the franchisee. Miracle-Ear reserves the right to control any copyright litigation and will be the sole judge as to whether any suit will be brought or settled when any person or entity infringes Miracle-Ear's copyrights.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

If you are an individual or a sole proprietorship, you must directly manage and operate the franchised Miracle-Ear® Centers (the "Franchised Business"). If you are a partnership, one of the general partners must handle the direct management and operation of the Franchised Business. If you are a limited liability company, a member who owns at least 5% or more of the company's membership interests must handle the direct management and operation of the Franchised Business. Finally, if you are a corporation or other business entity, a shareholder who owns at least 5% or more of the corporation's securities must handle the direct management and operation of the Franchised Business. You (or, if you are a corporation, partnership, or limited liability company, your managing shareholder, partner, or member) can designate a general manger to have direct management and operational responsibility for one or more Centers. However, you (or, if you are a corporation, partnership, or limited liability company, your managing shareholder, partner, or member) and the general manager must successfully complete Miracle-Ear's training program, as described in Item 11. In the case of a change in ownership or management, the new management must complete the next available initial franchisee-training program.

Each individual who owns a 5% or greater interest in the entity which operates the Franchised Business, whether it is a partnership, limited liability company or corporation, is considered a principal owner and must sign the Personal Guaranty attached to the Franchise Agreement. These people agree to discharge all of the franchisee's obligations under the Franchise Agreement. In addition, all partners or shareholders of the franchisee agree to be bound by the provisions of the Franchise Agreement applicable to them, including maintaining the confidentiality of proprietary information described in Item 14 and abiding by the non-compete covenants described in Item 17.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must confine your business in the Territory covered by the Franchise Agreement to the operation of the type of facility described in your Franchise Agreement. You must offer and sell only those goods and services that Miracle-Ear has approved (see Items 8 and 9). You also must offer a full line of all goods and services that Miracle-Ear designates as required uniformly for its franchisees. Miracle-Ear may add additional authorized goods or services that you must offer and may change System standards, specifications and procedures. These changes may be

based on evaluation of various factors, including customer demands, the geographic location of your Territory and any other factor which Miracle-Ear deems important to the operation of your Miracle-Ear® business. Miracle-Ear's right to modify the approved list of goods and services to be offered at a Miracle-Ear® Center is not limited.

You may sell approved goods and services to customers residing outside your Territory, although you cannot, without Miracle-Ear's approval, advertise or market Miracle-Ear® Products outside your Territory. These sales do not count towards the achievement of your minimum annual performance requirements (see Item 12).

You must not permit or allow your officers, directors, principals, employees, representatives, or consultants of your Center(s) to engage in conduct that is unlawful or damaging to the good will or public image of the Miracle-Ear System.

ITEM 17
THE FRANCHISE RELATIONSHIP

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

	PROVISION	SECTION IN AGREEMENT[1]	SUMMARY
a.	Length of the franchise term	Section 2.1 of Franchise Agreement	Term is 5 years.
b.	Renewal or extension of the term	Section 2.2 of Franchise Agreement	If you (and your affiliates) are in good standing, you can renew the Franchise Agreement for an additional term of the length currently being offered to new franchisees, which will be no less than 5 and no more than 10 years.
c.	Requirements for you to renew or extend	Section 2.2 of Franchise Agreement	Provide advance notice to and obtain approval by Miracle-Ear to renew or extend, be in compliance with current Franchise Agreement, pay all amounts due Miracle-Ear, remodel, sign new agreement, attend refresher training, and execute a general release. You may be asked to sign a contract with materially different terms and conditions than your original contract, but you will not be asked to sign anything that is materially different from our then-current version of our Franchise Agreement.
d.	Termination by you	Section 16.1 of Franchise Agreement and Section 8(C) of	If you are complying with the Franchise Agreement, and Miracle-Ear fails to cure a material default within 60 days after written notice. You may terminate the Software

	PROVISION	SECTION IN AGREEMENT[1]	SUMMARY
		Software Agreement	Agreement if you and Miracle-Ear agree in writing to do so.
e.	Termination by Miracle-Ear without cause	None	None
f.	Termination by Miracle-Ear with cause	Sections 16.2, 16.3, 16.4, 16.5, 16.6, and 16.7 of Franchise Agreement and Section 8(A) and (B) of Software Agreement	Miracle-Ear can terminate if you (or your affiliate) defaults under the Franchise Agreement or any other agreement between you (or your affiliate) and Miracle-Ear.
g.	"Cause" defined –curable defaults	Sections 16.4, 16.5, 16.6, and 16.7 of Franchise Agreement	You have 10 days to cure any defaults resulting from: (a) your sale of unapproved products other than hearing aids; (b) your failure to pay any amounts owed to us; or (c) your violation of any federal, state, local, or municipal law pertaining to the operation of any Center. You have 30 days to cure any further defaults not listed in h. below, and 90 days to cure an MPR default.
h.	"Cause" defined – non-curable defaults	Sections 16.2 and 16.3 of Franchise Agreement, Sections 7 and 8 of Software Agreement	Miracle-Ear can terminate for the following non-curable defaults: (a) if you become insolvent or make a general assignment for the benefit of creditors; (b) if a petition of bankruptcy is filed by or against you; (c) if you are adjudicated as bankrupt or insolvent; (d) you are dissolved; (e) if a suit to foreclose any lien or mortgage against any Center or assets of the Center is instituted against you and not dismissed within 30 days; (f) if you fail to locate an approved site or to construct and open the first Center within the time lists in the Franchise Agreement; (g) if you abandon or cease to do business at any Center without our prior written consent for 10 consecutive days; (h) if you are convicted of a felony, a crime involving moral turpitude, or any other crime or offense that is reasonably likely to adversely affect the System; (i) if a threat or danger to public health or safety results from the maintenance or operation of any Center and is not cured within 30 days; (j) if you purport to transfer any rights or obligations

	PROVISION	SECTION IN AGREEMENT[1]	SUMMARY
			under the Franchise Agreement without our prior written consent; (k) if you misuse or make any material, unauthorized use of the Proprietary Marks; (l) if you knowingly make any material misstatement in connection with reports required under the Franchise Agreement; (m) if you refuse to permit us to inspect any Center during regular business hours; (n) if you fail to comply with the covenants in the Franchise Agreement; (o) if you divulge the contents of the Operations Manual or other confidential information; (p) if you underreport Gross Sales by 5% or more in three or more separate reports; (q) if you or your affiliates are in default under any other agreement with us that is incurable, or remains uncured for the periods provided in such agreement or for 10 days after written notice from us; (r) if you are in default under any other franchise agreement and such default is one of the specified defaults listed in the Franchise Agreement; (s) if you are in default under the Franchise Agreement three times within any 15 month period; (t) if you engage in conduct which is deleterious to or reflects unfavorably upon you or the System; (u) if you sell demonstration hearing aids in violation of the Franchise Agreement; (v) if you sell used hearing aids in violation of the Franchise Agreement; (w) if you sell unbranded or unapproved hearing aids; or (x) if you commit a default that is not curable by its nature.
i.	Your Obligations on termination/non-renewal	Sections 17.2 and 18.3 of Franchise Agreement, Exhibit F to Franchise Agreement, Section 9 of Software Agreement, Non-Compete Amendment for Legacy Franchisees	Under Franchise Agreement: You must stop operating your business as a Miracle-Ear® Center, cease holding yourself out as a Miracle-Ear® franchisee, cease use of all proprietary information, redecorate your business premises and remove franchise signs – subject to Miracle-Ear's right to assume premises, pay all amounts due Miracle-Ear, return Manuals, a copy of all customer files (at Miracle-Ear's expense) and other materials to Miracle-Ear, resell Miracle-Ear® Products to Miracle-Ear if requested, resell other Trademark materials to Miracle-Ear if requested, and assign telephone number of

	PROVISION	SECTION IN AGREEMENT[1]	SUMMARY
			your business to Miracle-Ear. Under Software Agreement: You must stop using the Software, return Software to Miracle-Ear and certify to Miracle-Ear that you have retained no copies of the Software. You must comply with noncompetition covenants. These may be amended for franchises in operation prior to July 2021.
j.	Assignment of contract by Miracle-Ear	Section 15.1 of Franchise Agreement	Assignee must fulfill Miracle-Ear's Franchise Agreement obligations.
k.	"Transfer" by you – defined	Section 15.2 of Franchise Agreement	Any transfer of an ownership interest in a corporate, limited liability company or partnership franchisee, the Franchised Business, any portion of a Territory or the Franchise Agreement, including any transfer to a corporation or other entity which you own.
l.	Miracle-Ear's approval of transfer by franchisee	Section 15.3 of Franchise Agreement	Miracle-Ear reserves the right to approve all transfers, but will not unreasonably withhold approval.
m.	Conditions for Miracle-Ear's approval of transfer	Sections 15.3 of Franchise Agreement	Transfer to a corporation or entity you own: entity is newly organized to operate the Franchised Business, you are principal executive officer of the entity and retain same ownership or member certificate, and organizational documents furnished to Miracle-Ear show you as majority interest or stockholder. Other transfers (subject to right of first refusal): you must pay all amounts owed to Miracle-Ear, you must not be in default of any provision of the Franchise Agreement, the consideration or payment of terms offered by a proposed transferee must not be excessive or unreasonable based on the net sales of the Franchised Business, new franchisee assumes your obligations under Franchise Agreement, new franchisee must meet Miracle-Ear's then-current qualifications, new franchisee executes then-current franchise agreement, new franchisee must execute an indemnification agreement, you must pay transfer fee, you must sign a general release (excluding any matter then the subject

	PROVISION	SECTION IN AGREEMENT[1]	SUMMARY
			of active litigation) and you must execute a non-compete agreement (also see r. below).
n.	Miracle-Ear's right of first refusal to acquire your business	Section 15.5 of Franchise Agreement	If during the term of the Franchise Agreement, a bona fide offer to sell, transfer, purchase or acquire the assets of, or ownership interests in, the Franchised Business is made by or to any third party other than an immediate family member and, in the case of such offer made by such third party, you desire to accept such offer, you must give Miracle-Ear a copy of the offer along with all documents expected to be signed by you and the offeror; Miracle-Ear can match any such bona fide offer.
o.	Miracle-Ear's option to purchase your business	Sections 17.2.11. 17.2.12, 17.2.13, and 17.2.14 of Franchise Agreement	Miracle-Ear may repurchase Miracle-Ear® Products and certain other Center assets when the Franchise Agreement terminates or as described in n. above.
p.	Your death or disability	Section 15.6 of Franchise Agreement	Your representative must, within 6 months, transfer your interest in the business to a third party that Miracle-Ear approves.
q.	Non-competition covenants during the term of the franchise	Section 18.2 of Franchise Agreement	No direct or indirect involvement in business which sells or dispenses hearing aids other than Miracle-Ear® products, and no solicitation or attempted solicitation of any prospective business of a Miracle-Ear Center or employees of a Miracle-Ear Center. The non-competition provisions are subject to state law.
r.	Non-competition covenants after the franchise is terminated or expires	Sections 18.2 and 18.3 of Franchise Agreement	If you transfer your Franchised Business, you cannot have or assist a competing business in the Territory which sells or dispenses hearing aids for a period of 2 years. Similar restrictions apply if your Franchise Agreement is terminated for cause prior to the expiration of that term. Certain legacy franchisees that have signed the Non-Compete Amendment will not have to comply with non-compete obligations if they choose not to renew. The non-competition provisions are subject to state law.
s.	Modification of the agreement	Sections 8.3.7, 10.4, 16.6, 16.7, 22, and 26 of	No modifications generally, but the Manuals, Trademarks and Miracle-Ear® Products subject to change; Miracle-Ear may unilaterally

	PROVISION	SECTION IN AGREEMENT[1]	SUMMARY
		Franchise Agreement	reduce the size of your Territory if you fail meet relocation or development obligations, or to satisfy your Minimum Performance Requirement.
t.	Integration/ merger clause	Section 25 of Franchise Agreement and Section 10 of Software Agreement	Only the terms of the Franchise Agreement are binding (subject to FTC rule or state law). Any other promises may not be enforceable, provided that nothing in the Franchise Agreement is intended to disclaim the representations we made in this document.
u.	Dispute resolution by arbitration or mediation	Section 27 of Franchise Agreement	Any dispute arising under the Franchise Agreement will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, unless the dispute relates solely to nonpayment, or involves equitable relief. Such arbitration will take place in Minneapolis, Minnesota. These provisions are subject to state law.
v.	Choice of forum	Section 27 of Franchise Agreement	All claims not subject to litigation will be in the Federal District Court for the District of Minnesota or Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota (unless prohibited by applicable law).
w.	Choice of law	Section 27.1 of Franchise Agreement	Minnesota law applies except with respect to Minnesota franchise law which will apply only to franchisees resident or doing business in Minnesota. In case of non-Minnesota franchisees, the franchise or business opportunity laws of the state in which the Territory is located, if any, will apply. These provisions are subject to state law.

(1) Unless otherwise noted, section references are to the Franchise Agreement.

ITEM 18
PUBLIC FIGURES

Miracle-Ear does not use any public figure to promote the sale of franchises.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

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.

The information in this Item 19 is historical financial performance representations for certain Miracle-Ear franchises from January 1, 2024, until December 31, 2024. As of December 31, 2024, Miracle-Ear had a total of 1,192 open and operating franchise locations, which consisted of 697 full-time outlets, 361 part-time outlets, and 129 service-center outlets and 5 franchised outlets that temporarily closed during 2024 due to severe weather and flooding.

The information in the below parts are historical financial performance representations based upon the 1,010 full-time and part-time franchised locations that were open and operating for a full 12 months during the 2024 calendar year (the “Reporting Franchised Locations”). The Reporting Franchised Locations consisted of full-time and part-time Miracle-Ear Centers. The Reporting Franchised Locations also include full-time outlets that we reacquired from franchisees during 2024 because they remained open and operating throughout the calendar year.

Excluded from the Reporting Franchised Locations and in the below financial performance representations are 43 franchised outlets that opened during the 2024 calendar year. We have also excluded all 129 service-center outlets, the 5 locations that are temporarily closed and 5 additional locations that did not report a full twelve-months of sales from this Item 19 due to the significant differences amongst all the service-centers in how often each one is open and operates, and because we do not offer to new Miracle-Ear franchisees the right to open and operate service-centers. Also excluded from the below financial performance representations are all company-owned outlets.

All Reporting Franchised Locations included in this Item 19 had the ability to offer all the products that we make available to our franchisees. The stores are located throughout the United States. For the reporting period, the average target population in the market area (people over the age of 65 with an annual household income over $25,000) for each of the reporting stores was 18,945.

We relied on franchisee submissions to assemble this analysis. This information is only for 2024. You should conduct an independent investigation and consult with an accountant, an attorney, and existing Miracle-Ear franchisees.

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Part 1: Net Sales by Month and in Total in 2024 Calendar Year

The following table shows the average and median Net Sales for 1,010 (684 full-time and 326 part-time) Reporting Franchised Locations, and separated by full-time centers and part-time centers, by month and in total throughout the 2024 calendar year. The following table also reflects the average monthly Net Sales among all Reporting Franchised Locations that were open for a full 12 months in 2024.

	Q1	Q2	Q3	Q4	FY
Average (All)	$111,078	$119,037	$114,052	$109,434	$452,474
Count met or Above Avg. (and %)	410 or 41%	503 or 50%	504 or 50%	505 or 50%	506 or 50%
Median	$92,534	$99,830	$97,460	$93,100	$392,569
Max - Min	$653,640 to ($4,501)	$533,338 to ($28,660)	$604,864 to ($6,295)	$526,783 to ($18,595)	$2,055,933 to $1,248
Average (FT)	$135,783	$144,490	$137,755	$133,116	$551,143
Count met or Above Avg. (and %)	309 or 45%	298 or 44%	291 or 43%	296 or 43%	302 or 44%
Median	$123,164	$125,446	$121,141	$116,377	$494,771
Max - Min	$653,640 to $58,803	$533,338 to ($20,443)	$604,864 to ($4,370)	$526,783 to ($18,595)	$2,055,933 to $494,771
Average (PT)	$58,106	$64,971	$64,014	$59,591	$244,812
Count met or Above Avg. (and %)	139 or 43%	140 or 43%	140 or 43%	136 or 42%	145 or 44%
Median	$49,509	$57,827	$57,150	$53,183	$228,939
Max - Min	$221,855 to $0	$247,100 to ($28,660)	$258,100 to ($6,295)	$227,677 to ($14,490)	$893,477 to $1,248

Notes to Part 1:

1. "Net Sales" means the total revenues and receipts each franchised Miracle-Ear® Center received from the sale of all products and services at or through its Miracle-Ear® Center, less returns, allowances, discounts, cancellations, and sales tax. A negative number (one that is in parentheses above) means that a Center had more returns than sales during the 2024 calendar year.

Part 2: Net Sales by Urbanicity Group and Operating Type during 2024 Calendar Year

The following table shows average and median Net Sales categorized by the different Urbanicity Groups for both full-time and part-time locations that were open a full 12 months during the 2024 calendar year. There are a total of 1,010 Centers (684 full-time and 326 part-time) that were designated with an Urbanicity and open a full 12 months during the year.

Net Sales by Urbanicity Group and Operating Hour Type							
	Rural	Semirural	Metro Cities	Suburban Periphery	Urban Periphery	Principal Urban Centers	All Stores
Average (All)	$353,017	$357,053	$461,801	$496,455	$542,876	$697,284	$452,474
Count met or Above Avg. (and %)	83 or 50%	56 or 44%	128 or 50%	180 or 50%	47 or 50%	4 or 50%	506 or 50%
Median	$306,944	$321,831	$392,058	$459,942	$504,672	$352,440	$392,569
Max - Min	$1,294,822 to $1,248	$1,177,790 to $18,161	$1,796,276 to $39,196	$2,039,343 to $37,895	$1,407,768 to $75,694	$2,055,933 to $154,070	$2,055,933 to $1,248
Average (FT)	$490,603	$483,216	$532,049	$566,973	$542,876	$756,160	$551,143
Count met or Above Avg. (and %)	32 or 39%	24 or 39%	94 or 50%	138 or 50%	35 or 50%	4 or 57%	302 or 44%
Median	$427,466	$453,280	$450,678	$532,228	$619,850	$419,722	$494,771
Max - Min	$1,294,822 to $138,882	$1,177,790 to 125,367	$1,796,276 to $62,357	$2,039,343 to $92,832	$1,407,768 to $108,905	$2,055,933 to $154,070	$2,055,933 to $494,771
Average (PT)	$213,754	$238,536	$268,621	$265,592	$226,320	$285,157	244,812
Count met or Above Avg. (and %)	41 or 50%	31 or 47%	34 or 50%	42 or 50%	13 or 54%	1 or 100%	145 or 44%
Median	$183,635	$219,226	$241,758	$245,701	$207,824	$285,157	$228,939
Max - Min	$814,857 to $1,248	$893,477 to $18,161	$630,789 to $39,196	$802,569 to $37,895	$518,348 to $75,694	$285,157 to $285,157	$893,477 to $1,248

Notes to Part 2:

1. “Net Sales” has the same meaning as in Part 1.

2. “Rural” means a Territory with an average population of 82,203 people, which is based on the most recent actual or estimated census information available from the U.S. Census Bureau. There are a total of 165 Rural Centers (83 full-time and 82 part-time) among the Reporting Franchised Locations.

3. “Semirural” means a Territory with an average population of 107,566 people, which is based on the most recent actual or estimated census information available from the U.S. Census Bureau. There are a total of 128 Semirural Centers (62 full-time and 66 part-time) among the Reporting Franchised Locations.

4. “Metro Cities” means a Territory with an average population of 188,218 people, which is based on the most recent actual or estimated census information available from the U.S. Census Bureau. There are a total of 255 Metro Cities Centers (187 full-time and 68 part-time) among the Reporting Franchised Locations.

5. “Suburban Periphery” means a Territory with an average population of 246,259 people, which is based on the most recent actual or estimated census information available from the U.S. Census Bureau. There are a total of 360 Suburban Periphery Centers (275 full-time and 85 part-time) among the Reporting Franchised Locations.

6. “Urban Periphery” means a Territory with an average population of 358,906 people, which is based on the most recent actual or estimated census information available from the U.S. Census Bureau. There are a total of 94 Urban Periphery Centers (70 full-time and 24 part-time) among the Reporting Franchised Locations.

7. “Principal Urban Centers” means a Territory with an average population of 439,596 people, which is based on the most recent actual or estimated census information available from the U.S. Census Bureau. There are a total of 8 Principal Urban Centers (7 full-time and 1 part-time) among the Reporting Franchised Locations.

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Part 3: HAE Appointments

The following table discloses the historical average and median number of hearing aid evaluation appointments ("HAE Appointments") for all 1,010 Reporting Franchised Locations, and separately for full-time and part-time Miracle-Ear Centers, during the 2024 calendar year. During HAE Appointments, the customer meets with a licensed hearing aid dispenser, receives a hearing exam, and discusses the various types of hearing aid styles, the latest technological advances, what the customer can expect from the hearing aids, and they ultimately select the type of hearing aid the customer will purchase.

	Average	Count Met or Above Avg (and %)	Median	Max - Min
All Stores	193	426 (or 42.2%)	170	1471 to 1
FT	230	287(or 41.9%)	206	1471 to 2
PT	113	135 (or 41.4%)	100	361 to 1

Part 4: Sales by Customer Type

The following table discloses the historical average and median number of new and existing customers for all 1,010 Reporting Franchised Locations for full-time and part-time locations open a full 12 months during the 2024 calendar year.

	Average	Count Met or Above Avg (and %)	Median	Max - Min
New Customers	53	421 (or 41.7%)	46	100% to 11%
Existing Customers	30	371 (or 36.7%)	22	89% to 0%

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

Written substantiation of the information contained in this Item 19 will be made available to you upon your reasonable request.

Other than the preceding financial performance representation, 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 the franchisor's management by contacting our Senior Finance Director Americas of Amplifon (USA), Inc. c/o Miracle-Ear, Inc., Fifth Street Towers, 150 South 5th Street, Suite 2300, Minneapolis, MN 55402, (763) 268-4000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary for Years 2022 to 2024 in the US

Outlet Type	Year	Outlets at Start of the Year	Outlets at End of the Year	Net
Franchised	2022	1,302	1,275	(27)
	2023	1,275	1,260	(15)
	2024	1,260	1,192	(68)
Company	2022	206	262	56
	2023	262	304	42
	2024	304	396	92
Total Outlets	2022	1,508	1,537	29
	2023	1,537	1,564	27
	2024	1,564	1,588	24

Table No. 2

Transfer from Franchisees to New Owners (Other than the Franchisor) for Years 2022 to 2024

State	Year	Number of Transfers
Arkansas	2022	5
	2023	0
	2024	0
California	2022	0
	2023	4
	2024	0
Delaware	2022	3
	2023	0
	2024	0
Maryland	2022	4
	2023	0
	2024	0
Michigan	2022	4
	2023	0
	2024	0
Minnesota	2022	0
	2023	0
	2024	1
Nevada	2022	2
	2023	0
	2024	0
New Jersey	2022	15
	2023	0
	2024	2

State	Year	Number of Transfers
New York	2022	1
	2023	0
	2024	6
North Carolina	2022	0
	2023	2
	2024	0
Ohio	2022	10
	2023	0
	2024	0
Pennsylvania	2022	4
	2023	3
	2024	0
South Dakota	2022	0
	2023	0
	2024	4
Utah	2022	0
	2023	0
	2024	6
Wisconsin	2022	0
	2023	0
	2024	24
Wyoming	2022	4
	2023	0
	2024	0
Total	2022	52
	2023	9
	2024	43

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

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of Year
Alaska	2022	4	1	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Arizona	2022	26	0	0	0	0	0	26
	2023	26	0	0	0	0	0	26
	2024	26	0	0	0	0	0	26
Arkansas	2022	5	2	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	7	0	0
California	2022	64	0	0	0	9	0	55
	2023	55	0	0	0	39	1	15
	2024	15	0	0	0	5	0	10

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of Year
Colorado	2022	5	0	0	0	5	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Connecticut	2022	18	2	0	0	0	0	20
	2023	20	2	0	0	0	0	22
	2024	22	1	0	0	0	0	23
Delaware	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	2	0	3
Florida	2022	25	0	0	0	2	0	23
	2023	23	0	0	0	6	0	17
	2024	17	0	0	0	0	0	17
Georgia	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	1	3
	2024	3	0	0	0	0	0	3
Hawaii	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	1	6
	2024	6	0	0	0	0	0	6
Idaho	2022	21	1	0	0	0	0	22
	2023	22	0	0	0	0	0	22
	2024	22	1	0	0	0	0	23
Illinois	2022	58	0	0	0	0	0	58
	2023	58	5	0	0	0	0	63
	2024	63	2	0	0	3	0	62
Indiana	2022	48	1	0	0	1	1	46
	2023	46	0	0	0	0	1	45
	2024	45	3	0	0	0	0	48
Iowa	2022	39	1	0	0	0	1	39
	2023	39	0	0	0	0	1	38
	2024	38	4	0	0	0	2	40
Kansas	2022	19	1	0	0	0	0	20
	2023	20	3	0	0	0	0	23
	2024	23	0	0	0	4	0	19
Kentucky	2022	34	1	0	0	4	1	30
	2023	30	3	0	0	0	0	33
	2024	33	2	0	0	0	0	35
Louisiana	2022	20	4	0	0	0	0	24
	2023	24	0	0	0	0	0	24
	2024	24	1	0	0	0	0	25
Maine	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	1	0	0	0	0	10

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of Year
Maryland	2022	18	3	0	0	0	0	21
	2023	21	0	0	0	0	1	20
	2024	20	2	0	0	9	0	13
Massachusetts	2022	35	1	0	0	0	0	36
	2023	36	1	0	0	0	0	37
	2024	37	2	0	0	0	0	39
Michigan	2022	69	1	0	0	0	0	70
	2023	70	7	0	0	0	0	77
	2024	77	2	0	0	0	2	77
Minnesota	2022	27	1	0	0	0	0	28
	2023	28	0	0	0	0	0	28
	2024	28	0	0	0	0	0	28
Mississippi	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	1	10
	2024	10	0	0	0	0	0	10
Missouri	2022	39	1	0	0	0	1	39
	2023	39	4	0	0	0	0	43
	2024	43	0	0	0	33	0	10
Montana	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
	2024	12	0	0	0	0	0	12
Nebraska	2022	36	0	0	0	0	0	36
	2023	36	0	0	0	0	2	34
	2024	34	0	0	0	0	0	34
Nevada	2022	11	1	0	0	0	0	12
	2023	12	0	0	0	0	0	12
	2024	12	0	0	0	0	0	12
New Hampshire	2022	13	2	0	0	0	0	15
	2023	15	0	0	0	0	0	15
	2024	15	2	0	0	0	0	17
New Jersey	2022	33	0	0	0	0	0	33
	2023	33	0	0	0	0	0	33
	2024	33	0	0	0	0	0	33
New Mexico	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
New York	2022	84	0	0	0	0	1	83
	2023	83	0	0	0	0	0	83
	2024	83	3	0	0	0	2	84

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of Year
North Carolina	2022	57	1	0	0	0	1	57
	2023	57	4	0	0	0	1	60
	2024	60	0	0	0	0	0	60
North Dakota	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
Ohio	2022	54	1	0	0	23	3	29
	2023	29	1	0	0	0	1	29
	2024	29	1	0	0	0	0	30
Oklahoma	2022	19	3	0	0	0	0	22
	2023	22	6	0	0	0	0	28
	2024	28	1	0	0	0	0	29
Oregon	2022	31	0	0	0	0	0	31
	2023	31	1	0	0	0	0	32
	2024	32	1	0	0	0	0	33
Pennsylvania	2022	94	1	1	0	0	1	93
	2023	93	0	0	0	0	0	93
	2024	93	1	0	0	40	0	54
Rhode Island	2022	5	0	0	0	0	0	5
	2023	5	1	0	0	0	0	6
	2024	6	0	0	0	0	0	6
South Carolina	2022	13	0	0	0	3	0	10
	2023	10	0	0	0	0	0	10
	2024	10	0	0	0	0	0	10
South Dakota	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	4	0	0	0	0	9
Tennessee	2022	31	2	0	0	0	0	33
	2023	33	2	0	0	0	3	32
	2024	32	1	0	0	0	0	33
Texas	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
Utah	2022	18	0	0	0	0	0	18
	2023	18	0	0	0	0	0	18
	2024	18	1	0	0	0	0	19
Vermont	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Virginia	2022	36	0	0	0	7	0	29
	2023	29	0	0	0	0	0	29
	2024	29	1	0	0	1	0	29

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-renewals	Reacquired by Franchisor	Ceased Operations	Outlets at End of Year
Washington	2022	33	2	0	0	0	0	35
	2023	35	1	0	0	0	0	36
	2024	36	4	0	0	0	0	40
West Virginia	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
Wisconsin	2022	73	2	0	0	0	1	74
	2023	74	2	0	0	0	1	75
	2024	75	1	0	0	0	1	75
Wyoming	2022	10	0	0	0	0	0	10
	2023	10	2	0	0	0	0	12
	2024	12	0	0	0	0	0	12
Totals	2022	1302	39	1	0	54	11	1275
	2023	1275	45	0	0	45	15	1260
	2024	1260	43	0	0	104	7	1192

The following is as of December 31, 2022, 2023 and 2024. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time. States not listed had no activity to report.

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

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlet Closed	Outlets Sold to Franchisees	Outlets at End of Year
Alabama	2022	14	0	0	1	0	13
	2023	13	2	0	1	0	14
	2024	14	0	0	0	0	14
Arizona	2022	4	0	0	4	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
Arkansas	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	7	1	0	6
California	2022	18	0	9	0	0	27
	2023	27	0	39	5	0	61
	2024	61	1	5	5	0	62

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlet Closed	Outlets Sold to Franchisees	Outlets at End of Year
Colorado	2022	6	0	5	0	0	11
	2023	11	0	0	1	0	10
	2024	10	0	0	2	0	8
Delaware	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	2	0	0	2
Florida	2022	53	1	2	0	0	56
	2023	56	1	6	1	0	62
	2024	62	3	0	1	0	64
Georgia	2022	26	0	0	0	0	26
	2023	26	0	0	2	0	24
	2024	24	1	0	1	0	24
Illinois	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	3	0	0	3
Indiana	2022	0	0	1	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Kansas	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	4	0	0	4
Kentucky	2022	0	0	4	0	0	4
	2023	4	0	0	0	0	4
	2024	4	0	0	1	0	3
Maryland	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	9	0	0	9
Minnesota	2022	10	1	0	0	0	11
	2023	11	1	0	1	0	11
	2024	11	0	0	0	0	11
Missouri	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	33	5	0	28
New Mexico	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlet Closed	Outlets Sold to Franchisees	Outlets at End of Year
Ohio	2022	0	0	23	0	0	23
	2023	23	0	0	2	0	21
	2024	21	0	0	0	0	21
Pennsylvania	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	40	3	0	37
South Carolina	2022	18	2	3	1	0	22
	2023	22	0	0	1	0	21
	2024	21	0	0	0	0	21
Texas	2022	58	0	0	0	0	58
	2023	58	7	0	0	0	65
	2024	65	2	0	0	0	67
Virginia	2022	0	0	7	0	0	7
	2023	7	0	0	0	0	7
	2024	7	0	1	0	0	8
Totals	**2022**	**206**	**4**	**54**	**2**	**0**	**262**
	2023	**262**	**11**	**45**	**14**	**0**	**304**
	2024	**304**	**7**	**104**	**19**	**0**	**396**

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

State	Franchise Agreements Signed but not Opened	Projected New Franchised Outlets to be Open in the Next Fiscal Year	Projected New Company Owned Outlets to be Opened in the Next Fiscal Year
California	0	1	0
Iowa	0	1	0
Kansas	0	1	0
Louisiana	0	1	0
Michigan	0	2	0
New York	0	1	0
Texas	0	1	0
TOTAL	**0**	**8**	**0**

Exhibit A to this disclosure document contains a list of all franchised stores in our system, and a separate list of the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who has had a franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed twelve month period ending December 31, 2024, or who have not communicated with us in the ten weeks prior to 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. In some instances during the past three years, current and former franchisees signed provisions restricting their ability to speak openly about their experience with the Miracle-Ear system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you

Exhibit K also lists, to the extent known, the names, addresses, telephone numbers, e-mail addresses and Web address of each trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsored or endorsed.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit B are the audited consolidated financial statements of Miracle-Ear comprised of the balance sheet as of December 31, 2024 and December 31, 2023 and the related statements of operations, stockholder's equity and cash flows for each of the years ended December 31, 2024, December 31, 2023, and December 31, 2022.

KPMG, our independent auditor for our 2022 financial statements, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the consolidated financial statements addressed in that report. KPMG LLP also has not performed any procedures relating to this franchise disclosure document.

ITEM 22
CONTRACTS

The following contracts are attached:

- Miracle-Ear® Franchise Agreement and related agreement documents **(Exhibit C)**
- Amplifon Hearing Health Care Provider Agreement **(Exhibit D)**
- CRM Services Agreement **(Exhibit E)**
- Non-Compete Amendment for Legacy Franchisees **(Exhibit F)**
- Asset Sale Agreement **(Exhibit G)**
- Form of Financial Assistance Agreement, Promissory Note, Guaranty and Security Agreement **(Exhibit H)**
- Acquisition Program Agreement, Promissory Note, Guaranty and Security Agreement **(Exhibit I)**
- Franchisee Disclosure Questionnaire **(Exhibit J)**

ITEM 23
RECEIPT

Exhibit N to this Disclosure Document consists of two copies of a Receipt.

STATE ADDENDA

Miracle-Ear, Inc. ADDENDUM TO CALIFORNIA DISCLOSURE DOCUMENT

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

The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.

The following information applies to franchises and franchisees subject to California statutes and regulations. The Item number corresponds to those in the main body.

Item 3.

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

Item 17.

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

2. The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision) in section 18.2 of the franchise agreement that is disclosed in Item 17, row q.

3. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damage clauses are unenforceable.

6. The franchise agreement requires binding arbitration. The arbitration will occur at Minneapolis, Minnesota with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

7. This franchise agreement requires application of the laws of Minnesota. This provision may not be enforceable under California law.

8. Before franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your franchise agreement. Once the application is registered, the

franchisor must provide you with that disclosure document with an explanation that the changes are voluntary.

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

10. The franchise agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

11. 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 in connection with the franchise.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

Miracle-Ear, Inc. ADDENDUM TO HAWAII DISCLOSURE DOCUMENT

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

Item 17 of this disclosure document provides, in part, that you have no interest upon termination of or refusal to renew or extend the Franchise Agreement. Item 17 is amended to provide that, upon termination or refusal to renew the Franchise Agreement, the Franchisee will be compensated for the fair market value of certain assets of the Franchised Business, as more fully described in Haw. Rev. Stat. § 482E-6(3).

Miracle-Ear, Inc. ADDENDUM TO ILLINOIS DISCLOSURE DOCUMENT

The following information applies to franchise and franchisees subject to the Illinois Franchise Disclosure Act of 1987. Item numbers correspond to those in the main body:

1. Item 17

For Illinois franchisees, Illinois law, 815 ILCS 705/1-44 govern the Franchise Agreement. Illinois law may affect the conditions under which the franchise can be terminated and rights upon nonrenewal, 815 ILCS 705/19 and 705/20. Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of Illinois is void.

2. State Addenda

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 in connection with the franchise.

Miracle-Ear, Inc. ADDENDUM TO INDIANA DISCLOSURE DOCUMENT

Item 12 -- Competing Business

Item 12 of this disclosure document is revised to indicate that Miracle-Ear may not operate a company-owned outlet engaged in a substantially similar business within your Territory, regardless of the trade name or trademark used. However, Miracle-Ear shall not be considered to be competing when operating a business either temporarily for a reasonable period of time, or in a bona fide retail operation which is for sale to any qualified independent person at a fair and reasonable price, or in a bona fide relationship in which an independent person has made a significant investment subject to loss in the business operation and can reasonably expect to acquire full ownership of such business on reasonable terms and conditions.

Miracle-Ear, Inc. ADDENDUM TO MARYLAND DISCLOSURE DOCUMENT

Item 5, Additional Disclosure

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall

be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

Item 17 General Release; Termination

Item 17 of this disclosure document is revised to include the following:

General Release. The general release required as a condition of renewal and/or assignment, as well as any other provision of the Franchise Agreement which may be construed to contain or require a general release, will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Termination by Miracle-Ear. The Franchise Agreement provides for termination if you are insolvent under any applicable state or federal law. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

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

State Addenda. 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 in connection with the franchise.

Miracle-Ear, Inc. ADDENDUM TO MINNESOTA DISCLOSURE DOCUMENT

Item 13

Item 13 of this disclosure document is revised for Minnesota franchisees to include the following language: Miracle-Ear will indemnify you for damages for which you are held liable in any proceeding arising out of the use of the "Miracle-Ear" mark, provided you have used the Mark properly and have notified Miracle-Ear of any claim against you within ten (10) days of your knowledge of the claim. Miracle-Ear will have sole control of any litigation involving the Marks. Miracle-Ear's indemnification obligation will not apply to any franchisee residing outside the state of Minnesota who purchases a franchise to be located outside of Minnesota.

Item 17

Item 17 of this disclosure document is revised for Minnesota franchisees to include the following language:

With respect to franchises governed by Minnesota law, Miracle-Ear will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee by given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Miracle-Ear from requiring litigation to be conducted outside Minnesota. In addition, nothing in this disclosure document or agreement can abrogate or reduce any of franchisee's rights as provided for in Minnesota Statutes, Chapter

80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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 in connection with the franchise.

Franchisee's Initials	Miracle-Ear's Initials

Miracle-Ear, Inc. ADDENDUM TO NEW YORK DISCLOSURE DOCUMENT

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

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

   With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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

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

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

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York

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

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

Miracle-Ear, Inc. ADDENDUM TO NORTH DAKOTA DISCLOSURE DOCUMENT

Item 17

Item 17(c) of this disclosure document is revised for North Dakota franchisees by deleting the requirement of a general release from you as condition for the renewal of the Franchise Agreement

Items 17(q) and (r) of this disclosure document pertaining to restrictive covenants and Sections 4(D)(5),

11(B)(2)(g) and 14(B)(11) of the Franchise Agreement are subject to Section 9-08-06, N.D.C.C.

With respect to Item 17(v) pertaining to forum, the North Dakota Securities Commissioner has held that requiring North Dakota franchisees to consent to jurisdiction of courts outside North Dakota is unfair under Section 51-19-09, N.D.C.C.

With respect to Item 17(w) pertaining to choice of law, the North Dakota Securities Commissioner has held that requiring the franchise agreement to be governed by the laws of a state other than North Dakota is unfair under Section 51-19-09, N.D.C.C.

_____ _____

Franchisee's Initials Miracle-Ear's Initials

Miracle-Ear, Inc. ADDENDUM TO VIRGINIA DISCLOSURE DOCUMENT

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

No statement, questionnaire, or 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 in connection with the franchise.

_____ _____

Franchisee's Initials Miracle-Ear's Initials

Miracle-Ear, Inc. ADDENDUM TO WASHINGTON DISCLOSURE DOCUMENT

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010 – 19.100.940 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure:

The state of Washington has a statute, RCW 19.100.180 which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

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

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

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

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

State Addenda.

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 in connection with the franchise.

EXHIBIT A

LIST OF MIRACLE-EAR® CENTERS

AND

LIST OF FORMER FRANCHISEES

Exhibit A

LIST OF MIRACLE-EAR® CENTERS AS OF DECEMBER 31, 2024

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Morehouse Hearing Aid Centers, LLC	270 W 34th Ave	Anchorage	AK	99503	(907) 274-7700
Miracle-Ear/Health Services	3405 Airport Way	Fairbanks	AK	99709	(907) 531-6657
Miracle-Ear/Health Services	432 E Pioneer Ave Suite A	Homer	AK	99603	(907) 802-5767
Miracle-Ear/Health Services	189 S. Binkley St, Unit 101	Soldotna	AK	99669	(907) 917-3314
Morehouse Hearing Aid Centers, LLC	3600 E Wickersham Way	Wasilla	AK	99654	(907) 373-7700
Safe in Sound Hearing, LLC	1721 N Dysart Rd Suite A-102	Avondale	AZ	85392	(623) 663-3100
T. H. N. Hear, Inc.	1155 E Hancock, Ste 2	Bullhead City	AZ	86442	(928) 763-1900
Safe in Sound Hearing, LLC	317 E. Cottonwood Lane Suite A	Casa Grande	AZ	85122	(520) 316-9160
Safe in Sound Hearing, LLC	1900 W Chandler Blvd, Ste B13	Chandler	AZ	85224	(480) 732-9800
Safe in Sound Hearing, LLC	1750 E Villa Dr. Suite E	Cottonwood	AZ	86326	(928) 634-5122
Safe in Sound Hearing, LLC	2700 Woodlands Vlg Blvd #320	Flagstaff	AZ	86001	(928) 526-6700
Safe in Sound Hearing, LLC	16605 E Palisades Blvd 124	Fountain Hills	AZ	85268	(480) 651-8780
SISH Tucson, LLC	115 West Esperanza Suite 115 L	Green Valley	AZ	85614	(520) 393-7978
T. H. N. Hear, Inc.	4495 N. Bank St. Ste#4	Kingman	AZ	86409	(928) 757-7400
T. H. N. Hear, Inc.	375 Lake Havasu Ave S Suite B	Lake Havasu City	AZ	86403	(928) 855-3777
Safe in Sound Hearing, LLC	5852 E McKellips Rd, Ste 107	Mesa	AZ	85215	(480) 649-8474
Safe in Sound Hearing, LLC	1155 S Power Rd, Ste 109	Mesa	AZ	85206	(480) 807-6335
Safe in Sound Hearing, LLC	1107 S Beeline Hwy, Unit 3	Payson	AZ	85541	(928) 474-5158
Safe in Sound Hearing, LLC	4212 W Cactus Rd Suite 1109	Phoenix	AZ	85029	(602) 870-3311
Safe in Sound Hearing, LLC	4727 E. Bell Rd, Ste 61	Phoenix	AZ	85032	(602) 953-1422
Safe in Sound Hearing, LLC	1027 Fair St, Ste C	Prescott	AZ	86305	(928) 776-1065
Safe in Sound Hearing, LLC	3140 N Glassford Hill Rd 103	Prescott Valley	AZ	86314	(928) 493-8100
Safe in Sound Hearing, LLC	1124 W Thatcher Blvd, Ste 101	Safford	AZ	85546	(928) 428-2704
Safe in Sound Hearing, LLC	7904 E Chaparral Rd, #A-106	Scottsdale	AZ	85250	(480) 947-2829
Safe in Sound Hearing, LLC	5401 S White Mountain Rd, Ste B	Show Low	AZ	85901	(928) 537-8479
SISH Tucson, LLC	3477 Canyon De Flores suite E	Sierra Vista	AZ	85650	(520) 378-3277
Safe in Sound Hearing, LLC	10001 W Bell Rd, #144	Sun City	AZ	85351	(623) 972-1880
Safe in Sound Hearing, LLC	14545 W. Grand Av, Ste 105	Surprise	AZ	85374	(623) 975-0108
SISH Tucson, LLC	5350 E Broadway Blvd, Ste 108	Tucson	AZ	85711	(520) 790-9779
SISH Tucson, LLC	625 E. Wetmore Rd. suite 103	Tucson	AZ	85705	(520) 888-0959
Safe in Sound Hearing, LLC	182 E 16th St, Ste A	Yuma	AZ	85364	(928) 726-1046
F.J.S. Hearing Professionals	19083 Bear Valley Rd. Ste 3	Apple Valley	CA	92308	(760) 240-5700
F.J.S. Hearing Professionals	3559 West Ramsey, Ste C2	Banning	CA	92220	(951) 922-3233
F.J.S. Hearing Professionals	930 W Main Street	Barstow	CA	92311	(760) 240-7900
F.J.S. Hearing Professionals	3603 W. Florida Avenue	Hemet	CA	92545	(951) 925-9961
F.J.S. Hearing Professionals	5467 Moreno St Suite D	Montclair	CA	91763	(909) 625-3334
F.J.S. Hearing Professionals	39875 Alta Murrieta Dr #E-1	Murrieta	CA	92563	(951) 296-1177
F.J.S. Hearing Professionals	528 N Palm Ave.	Ontario	CA	91762	(909) 986-9635
F.J.S. Hearing Professionals	1408 Industrial Park Ave.	Redlands	CA	92374	(909) 247-1120
F.J.S. Hearing Professionals	2012 N. Riverside Ave Ste. J	Rialto	CA	92377	(909) 587-6013
F.J.S. Hearing Professionals	10351 Magnolia Ave.	Riverside	CA	92505	(951) 354-2467
Northeast Hearing, LLC	30 East Main Street	Avon	CT	6001	(860) 845-5338

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Northeast Hearing, LLC	728 Farmington Avenue	Bristol	CT	6010	(860) 845-8241
Northeast Hearing, LLC	67 Newtown Rd, Ste 21	Danbury	CT	6810	(203) 748-0365
Northeast Hearing, LLC	59 A Palombo Drive	Enfield	CT	6082	(860) 741-5522
Northeast Hearing, LLC	620 Boston Post Rd, Ste B	Guilford	CT	6437	(203) 245-0136
Northeast Hearing, LLC	240 N Main St	Manchester	CT	6042	(860) 643-4413
Northeast Hearing, LLC	846 Washington St	Middletown	CT	6457	(860) 344-0547
Northeast Hearing, LLC	310 Washington Ave Suite 2	North Haven	CT	6473	(475) 221-7856
Northeast Hearing, LLC	387 -G Tuckie Road	North Windham	CT	6256	(860) 266-6554
Northeast Hearing, LLC	596 Westport Ave	Norwalk	CT	6851	(203) 847-4021
Northeast Hearing, LLC	456 West Main St Suite 1	Norwich	CT	6360	(860) 368-0914
Northeast Hearing, LLC	83 Halls Rd, Ste 102	Old Lyme	CT	6371	(860) 598-9798
Northeast Hearing, LLC	240 Indian River Rd Bldg A	Orange	CT	6477	(203) 795-4525
Northeast Hearing, LLC	1735 Ellington Rd, Unit 1A	South Windsor	CT	6074	(860) 644-0677
Northeast Hearing, LLC	7-A Garage Rd	Southbury	CT	6488	(203) 262-0331
Northeast Hearing, LLC	456 Glenbrook Rd	Stamford	CT	6906	(475) 257-6539
Northeast Hearing, LLC	88 Ryders Lane	Stratford	CT	6614	(844) 551-0301
Northeast Hearing, LLC	1151 E Main St Suite B	Torrington	CT	6790	(860) 626-8450
Northeast Hearing, LLC	132 Monroe Turnpike Suite 1-C	Trumbull	CT	6611	(203) 880-5882
Northeast Hearing, LLC	1251 S Broad St Unit 2	Wallingford	CT	6492	(203) 630-9974
Northeast Hearing, LLC	160 Kukas Lane Unit 3	Waterbury	CT	6705	(203) 597-0490
Northeast Hearing, LLC	909 Hartford Turnpike Store 16	Waterford	CT	6385	(860) 443-7500
Northeast Hearing, LLC	1206 Silas Deane Highway	Wethersfield	CT	6109	(860) 757-3636
Mid Atlantic Hearing	14 Fox Hunt Dr.	Bear	DE	19701	(410) 392-2797
Mid Atlantic Hearing	1706 West Newport Pike	Stanton	DE	19804	(302) 995-0722
Mid Atlantic Hearing	4237 Concord Pike	Wilmington	DE	19803	(302) 477-1787
SW Florida Hearing, LLC	3401 Bonita Beach Rd. #102	Bonita Springs	FL	34134	(239) 949-9399
MadMac, Inc.	4509 14th St W #22	Bradenton	FL	34207	(941) 752-3300
SW Florida Hearing, LLC	4817 Milton Street, Unit 3	Cape Coral	FL	33904	(239) 540-4327
Hennessy Hearing, LLC	3295 Crawfordville Hwy	Crawfordville	FL	32327	(888) 981-5664
MadMac, Inc.	1500 Placida Rd, Ste B-3	Englewood	FL	34223	(941) 474-4637
SW Florida Hearing, LLC	4429 Cleveland Ave #220	Fort Myers	FL	33901	(239) 454-4327
SW Florida Hearing, LLC	15880 Summerlin Road, Ste 307	Fort Myers	FL	33908	(239) 600-7564
New Age Hearing Aids, Inc.	81933 Overseas Highway	Islamorada	FL	33036	(833) 686-1114
New Age Hearing Aids, Inc.	5701 Overseas Highway	Marathon	FL	33050	(305) 453-6332
SW Florida Hearing, LLC	4404 Thomasson Dr	Naples	FL	34112	(239) 354-4327
SW Florida Hearing, LLC	2366 Pine Ridge Rd	Naples	FL	34109	(239) 304-9467
MadMac, Inc.	430 S Tamiami Tr	Osprey	FL	34229	(941) 922-2121
SW Florida Hearing, LLC	4265 Tamiami Trail Unit F	Port Charlotte	FL	33980	(941) 627-8500
MadMac, Inc.	6384 N. Lockwood Ridge Road	Sarasota	FL	34243	(941) 359-8400
MadMac, Inc.	901 US Hwy 27 N, Ste 30A	Sebring	FL	33870	(863) 382-7771
Hennessy Hearing, LLC	900 Capital Circle SE, Ste 1	Tallahassee	FL	32301	(855) 969-7434
MadMac, Inc.	1204 Jacaranda Blvd.	Venice	FL	34292	(941) 492-3600
Schumacher Hearing Center, Inc.	2114 Henderson Mill Rd	Atlanta	GA	30345	(770) 934-4327
Schumacher Hearing Center, Inc.	4195 S Lee St., Ste A	Buford	GA	30518	(678) 714-0888
Schumacher Hearing Center, Inc.	2315 Oak Rd, Ste 110	Snellville	GA	30078	(770) 978-9700
Health Services Hawaii Islands, LLC	10 Kamehameha Avenue	Hilo	HI	96720	(808) 464-6313
Health Services Hawaii Islands, LLC	1130 N. Nimitz Hwy Suite A-124	Honolulu	HI	96817	(808) 726-2751

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Health Services Hawaii Islands, LLC	135 S Wakea Ave, Ste 111	Kahului	HI	96732	(808) 451-3567
Health Services Hawaii Islands, LLC	354 Uluniu St, Ste 310	Kailua	HI	96734	(808) 451-3441
Health Services Hawaii Islands, LLC	74-5620 Palani Rd. Suite #110	Kailua Kona	HI	96720	(808) 465-3845
Health Services Hawaii Islands, LLC	94-673 Kupuohi St, Ste A104	Waipahu	HI	96797	(808) 451-3435
Iowa Hearing Associates, LLC	3160 8th St SW	Altoona	IA	50009	(515) 957-9665
Iowa Hearing Associates, LLC	703 S Duff Ave	Ames	IA	50010	(515) 686-8028
Iowa Hearing Associates, LLC	605 East Main St, Ste 204	Anamosa	IA	52205	(877) 926-2812
Iowa Hearing Associates, LLC	704 Walnut St Suite 4	Atlantic	IA	50022	(844) 888-4105
Iowa Hearing Associates, LLC	174 Main Ave North	Britt	IA	50423	(877) 411-0270
Iowa Hearing Associates, LLC	1734 North Roosevelt Ave St150	Burlington	IA	52601	(319) 754-5531
Iowa Hearing Associates, LLC	813 US-30 West	Carroll	IA	51401	(855) 955-5111
Iowa Hearing Associates, LLC	921 Blairs Ferry Rd NE	Cedar Rapids	IA	52402	(319) 378-8077
Iowa Hearing Associates, LLC	1010 S Grand Ave, Ste 2	Charles City	IA	50616	(888) 654-1649
Iowa Hearing Associates, LLC	2352 valley West Ct	Clinton	IA	52732	(877) 414-2401
Iowa Hearing Associates, LLC	11052 Hickman Rd	Clive	IA	50325	(515) 331-1400
Iowa Hearing Associates, LLC	928 Valley View Dr, Ste 15	Council Bluffs	IA	51503	(855) 400-1405
Iowa Hearing Associates, LLC	808 Laurel St Suite B	Creston	IA	50801	(844) 634-1772
Iowa Hearing Associates, LLC	3884 Elmore Av	Davenport	IA	52807	(866) 393-0494
Iowa Hearing Associates, LLC	1014 South Mill St #7	Decorah	IA	52101	(563) 382-4807
Iowa Hearing Associates, LLC	909 4th Ave S	Denison	IA	51442	(833) 661-1609
Iowa Hearing Associates, LLC	3918 Fleur DR	Des Moines	IA	50321	(888) 918-3644
Iowa Hearing Associates, LLC	3500 Dodge St, Ste 105	Dubuque	IA	52003	(844) 861-0681
Iowa Hearing Associates, LLC	1020 12th Ave Suite 2	Dyersville	IA	52040	(866) 599-0303
Iowa Hearing Associates, LLC	304 2nd Ave South Suite 310	Fort Dodge	IA	50501	(515) 576-4479
Iowa Hearing Associates, LLC	812 Chatburn Ave	Harlan	IA	51537	(844) 688-3784
Iowa Hearing Associates, LLC	1011 N Jefferson way Unit 200	Indianola	IA	50125	(515) 961-6453
Iowa Hearing Associates, LLC	121 5th Ave SW Suite C	Le Mars	IA	51031	(712) 454-5056
Iowa Hearing Associates, LLC	119 S. Franklin St	Manchester	IA	52057	(855) 397-9663
Iowa Hearing Associates, LLC	2500 South Center St, Ste 5	Marshalltown	IA	50158	(641) 316-0091
Iowa Hearing Associates, LLC	1631 4th St SW Suite102	Mason City	IA	50401	(844) 289-8892
Iowa Hearing Associates, LLC	2222 Park Ave	Muscatine	IA	52761	(844) 435-0348
Iowa Hearing Associates, LLC	650 Pacha Parkway #7	North Liberty	IA	52317	(319) 665-2331
Iowa Hearing Associates, LLC	1219 S Frederick Ave Suite A	Oelwein	IA	50662	(855) 502-5736
Iowa Hearing Associates, LLC	322 S Delaware Street, Ste 200	Osceola	IA	50213	(888) 381-1354
Iowa Hearing Associates, LLC	1000 Wildwood Drive Suite 3	Ottumwa	IA	52501	(844) 245-0472
Iowa Hearing Associates, LLC	602 Franklin Street	Pella	IA	50219	(866) 497-5350
Iowa Hearing Associates, LLC	4129 Gordon Drive	Sioux City	IA	51106	(712) 454-5055
Iowa Hearing Associates, LLC	2308 30th St Unit 2	Spirit Lake	IA	51360	(844) 334-8404
Iowa Hearing Associates, LLC	120 E 5th St	Tipton	IA	52772	(855) 980-3300
Iowa Hearing Associates, LLC	7611 Douglas Ave # 30	Urbandale	IA	50322	(515) 645-9108
Iowa Hearing Associates, LLC	1003 W 4th Street Unit 2	Vinton	IA	52349	(877) 637-0176
Iowa Hearing Associates, LLC	305 W Main Street Suite D	Washington	IA	52353	(844) 267-3630
Iowa Hearing Associates, LLC	1655 E San Marnan Dr Suite C	Waterloo	IA	50702	(319) 235-4358
Iowa Hearing Associates, LLC	306 W State St Unit 3	Williamsburg	IA	52361	(877) 792-0058
Dulcet Hearing, LLC	307 W Judicial St	Blackfoot	ID	83221	(208) 785-8965
Miracle-Ear/Health Services	8239 W. Franklin Rd.	Boise	ID	83709	(208) 912-0234
Miracle-Ear/Health Services	1175 E. Parkcenter St, Ste 103	Boise	ID	83706	(208) 214-7255

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Neider Hearing, LLC	382 N Overland Ave	Burley	ID	83318	(844) 258-8605
Miracle-Ear/Health Services	916 Ironwood Dr, Ste 2	Coeur d'Alene	ID	83814	(208) 415-1678
Miracle-Ear/Health Services	103 N. Commercial Ave	Emmett	ID	83617	(208) 369-4483
Miracle-Ear/Health Services	10557 W Carlton Bay Dr #106	Garden City	ID	83714	(208) 957-5245
Williams Hearing, Inc	3405 Merlin Drive	Idaho Falls	ID	83404	(208) 552-1166
Neider Hearing, LLC	1225 South Lincoln Ave	Jerome	ID	83338	(208) 749-3734
Miracle-Ear/Health Services	1716 G Street	Lewiston	ID	83501	(208) 413-9857
Miracle-Ear/Health Services	409 S 3rd St. Suite A	McCall	ID	83638	(208) 630-6421
Miracle-Ear/Health Services	8 W. Franklin Road	Meridian	ID	83642	(208) 260-5496
Dulcet Hearing, LLC	862 Washington St	Montpelier	ID	83254	(208) 332-3566
Miracle-Ear/Health Services	417 Veatch #2 Commercial Unit	Moscow	ID	83843	(208) 874-4633
Neider Hearing, LLC	255 N. 3rd East	Mountain Home	ID	83647	(833) 294-3949
Miracle-Ear/Health Services	1850 Caldwell Blvd, Ste 140	Nampa	ID	83651	(208) 442-7884
Dulcet Hearing, LLC	703 E Alameda Rd	Pocatello	ID	83201	(208) 237-5322
Dulcet Hearing, LLC	37 S. State St.	Preston	ID	83263	(208) 852-0363
Williams Hearing, Inc	1014 Erickson Drive Suite A	Rexburg	ID	83440	(208) 356-6157
Williams Hearing, Inc	803 Monroe St. Ste #122	Salmon	ID	83467	(208) 756-2001
Miracle-Ear/Health Services	414 N. Church St., Suite M205	Sandpoint	ID	83864	(208) 627-5743
Dulcet Hearing, LLC	152 S Main Ste B	Soda Springs	ID	83276	(888) 876-6042
Neider Hearing, LLC	452 Cheney Dr W Ste 130	Twin Falls	ID	83301	(208) 733-3340
Chicago Hearing, LLC	2306 E Rand Rd	Arlington Heights	IL	60004	(847) 670-4327
Chicago Hearing, LLC	821 Randall Rd	Batavia	IL	60510	(855) 808-9639
Chicago Hearing, LLC	502 N Prospect Rd Unit #18	Bloomington	IL	61704	(309) 226-6076
Chicago Hearing, LLC	1521 N Convent St Suite 300	Bourbonnais	IL	60914	(815) 937-0919
Chicago Hearing, LLC	7710 S Cicero Ave	Burbank	IL	60459	(708) 425-0096
Pro-Ear, Inc.	232 W 2nd Street	Byron	IL	61010	(800) 243-4327
Indiana Hearing, LLC	1004 South Division St	Carterville	IL	62918	(618) 985-9710
Chicago Hearing, LLC	90 South Madison St	Carthage	IL	62321	(855) 401-9459
AEI Hearing Inc.	101 N Central	Casey	IL	62420	(855) 963-3313
AEI Hearing Inc.	2221 S Neil	Champaign	IL	61820	(217) 607-1190
Chicago Hearing, LLC	4122 N Milwaukee Ave	Chicago	IL	60641	(773) 685-3428
Chicago Hearing, LLC	226 N Fourth St Suite D	Chillicothe	IL	61523	(888) 789-1723
AEI Hearing Inc.	2802 N Vermilion	Danville	IL	61832	(217) 431-4700
Chicago Hearing, LLC	173 E. Prairie St	Decatur	IL	62523	(217) 422-2233
Pro-Ear, Inc.	835 S 4th Street	Dekalb	IL	60115	(877) 850-2076
Pro-Ear, Inc.	114 E Everett Street Suite 203	Dixon	IL	61021	(877) 879-8879
Chicago Hearing, LLC	129 N Main St	East Peoria	IL	61611	(309) 698-3300
AEI Hearing Inc.	511 W Virginia	Effingham	IL	62401	(855) 960-2830
Chicago Hearing, LLC	571 N. York street	Elmhurst	IL	60126	(630) 833-8382
Pro-Ear, Inc.	1735 A South West Av	Freeport	IL	61032	(844) 969-1562
Pro-Ear, Inc.	800 Spring St, Ste 100	Galena	IL	61036	(855) 461-9981
Chicago Hearing, LLC	1865 N Henderson S, Ste 4	Galesburg	IL	61401	(309) 344-5704
Pro-Ear, Inc.	209 W Exchange Street	Geneseo	IL	61254	(779) 269-8803
Chicago Hearing, LLC	2884 Plainfield Rd	Joliet	IL	60435	(815) 577-8332
Chicago Hearing, LLC	4 Cedar Ridge Dr, Ste A	Lake In The Hills	IL	60156	(847) 458-2527
Chicago Hearing, LLC	6923 N Lincoln Ave	Lincolnwood	IL	60712	(847) 673-3260
AEI Hearing Inc.	812A N Second st	Marshall	IL	62441	(877) 596-0301

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
AEI Hearing Inc.	1007 Charleston Ave E	Mattoon	IL	61938	(217) 234-4110
Pro-Ear, Inc.	3819 16th St	Moline	IL	61265	(888) 977-2158
Pro-Ear, Inc.	626 E Lincoln Way	Morrison	IL	61270	(844) 688-6739
Chicago Hearing, LLC	7913 Golf Rd	Morton Grove	IL	60053	(847) 803-8162
Indiana Hearing, LLC	715 South 42nd St, Ste A	Mount Vernon	IL	62864	(618) 242-1120
Pro-Ear, Inc.	822 S. Mill Street	Mt Carroll	IL	61053	(815) 397-4327
Pro-Ear, Inc.	500 Evergreen Lane, Suite 103	Mt. Morris	IL	61054	(844) 992-1982
Indiana Hearing, LLC	1400 North Wood Road, Ste 8	Murphysboro	IL	62966	(618) 351-7772
Chicago Hearing, LLC	276 S Route 59, Suite 108	Naperville	IL	60540	(630) 585-5911
AEI Hearing Inc.	600 W Jourdan st	Newton	IL	62448	(888) 520-0743
Chicago Hearing, LLC	4950 N. Cumberland Ave Unit 4	Norridge	IL	60706	(708) 456-2930
Chicago Hearing, LLC	5122 W 95th St	Oak Lawn	IL	60453	(708) 499-3480
AEI Hearing Inc.	111 E Main st	Oblong	IL	62449	(844) 266-1711
Chicago Hearing, LLC	3220 Vollmer Rd	Olympia Fields	IL	60461	(708) 283-2051
Pro-Ear, Inc.	200 N 6th St	Oregon	IL	61061	(844) 286-3990
Chicago Hearing, LLC	15880 S LaGrange Rd	Orland Park	IL	60462	(708) 226-5647
Chicago Hearing, LLC	417 W Madison Rm 103A	Ottawa	IL	61350	(815) 313-4204
AEI Hearing Inc.	256 W Court St	Paris	IL	61944	(217) 530-0150
Chicago Hearing, LLC	1635 Broadway Street	Pekin	IL	61554	(855) 618-3880
Chicago Hearing, LLC	4627 N. University Street	Peoria	IL	61614	(309) 685-2385
Chicago Hearing, LLC	1222 Shooting Park Rd St 106	Peru	IL	61354	(815) 223-4684
Chicago Hearing, LLC	963 West Washington Street	Pittsfield	IL	62363	(866) 945-0902
Chicago Hearing, LLC	717 South Main St	Princeton	IL	61356	(815) 313-4268
Chicago Hearing, LLC	1517 S 12th St	Quincy	IL	62301	(217) 228-1974
AEI Hearing Inc.	120 E Sangamon Ave Suite 1	Rantoul	IL	61866	(866) 641-1292
AEI Hearing Inc.	1214 N Allen st	Robinson	IL	62454	(855) 774-1417
Pro-Ear, Inc.	221 E Illinois Route 38	Rochelle	IL	61068	(888) 241-2187
Pro-Ear, Inc.	801 N Perryville Rd Suite 2	Rockford	IL	61107	(855) 916-4947
Pro-Ear, Inc.	5003-3 Hononegah Rd	Roscoe	IL	61073	(815) 623-6772
Chicago Hearing, LLC	162 E Golf Rd	Schaumburg	IL	60173	(847) 995-1908
Chicago Hearing, LLC	329 S Randall Rd	South Elgin	IL	60177	(224) 253-4791
Chicago Hearing, LLC	2943 West White Oaks Dr Ste 6	Springfield	IL	62704	(217) 953-4667
Chicago Hearing, LLC	701 N Milwaukee Ave, Ste 124	Vernon Hills	IL	60061	(847) 816-6750
Chicago Hearing, LLC	100 E Roosevelt Rd STE19	Villa Park	IL	60181	(630) 990-0104
Chicago Hearing, LLC	164 Danada Suare West	Wheaton	IL	60189	(331) 716-4917
Indiana Hearing, LLC	909 W. Maumee	Angola	IN	46703	(844) 439-2583
Indiana Hearing, LLC	1328 S. Grandstaff Dr Unit 3A	Auburn	IN	46706	(888) 327-9631
Indiana Hearing, LLC	2019 S Liberty Dr	Bloomington	IN	47403	(812) 332-0220
Indiana Hearing, LLC	944 Aiger Drive	Boonville	IN	47601	(844) 599-0222
Indiana Hearing, LLC	533 E National Ave	Brazil	IN	47834	(812) 442-2030
Indiana Hearing, LLC	226 Elm Street	Clinton	IN	47842	(765) 832-6112
Advanced Hearing Care Center LLC	232 W Van Buren St, Ste 101B	Columbia City	IN	46725	(260) 691-4664
Listen Hear LLC	2320 Central Avenue	Columbus	IN	47201	(888) 609-0144
Indiana Hearing, LLC	1534 South Washington Street	Crawfordsville	IN	47933	(765) 323-3992
Indiana Hearing, LLC	320 E 109th Street	Crown Point	IN	46307	(765) 323-4308
Indiana Hearing, LLC	813 N. 13th Street	Decatur	IN	46733	(877) 692-3992
Indiana Hearing, LLC	2010 Cassopolis St Suite 400	Elkhart	IN	46514	(574) 296-7666

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Indiana Hearing, LLC	524 S Green River Rd	Evansville	IN	47715	(812) 402-6730
Indiana Hearing, LLC	4492 A North First Avenue	Evansville	IN	47710	(812) 909-2116
Indiana Hearing, LLC	7720 Lima Road	Fort Wayne	IN	46818	(260) 482-8503
Indiana Hearing, LLC	4705 Illinois Rd Suite 118	Fort Wayne	IN	46804	(260) 747-0135
Indiana Hearing, LLC	909 Linway Dr Suite 2	Goshen	IN	46526	(866) 501-0965
Indiana Hearing, LLC	733 Lowes Blvd, Ste E	Greenwood	IN	46142	(317) 882-4505
Advanced Hearing Care Center LLC	7 Parkmoor Drive	Huntington	IN	46750	(260) 356-8866
Indiana Hearing, LLC	10059 E. Washington St	Indianapolis	IN	46229	(317) 897-0615
Indiana Hearing, LLC	8458 Castleton Corner Dr	Indianapolis	IN	46250	(317) 842-2650
Indiana Hearing, LLC	1090 Newton St	Jasper	IN	47546	(812) 634-9651
Indiana Hearing, LLC	1712 S Plate St	Kokomo	IN	46902	(765) 453-5175
Indiana Hearing, LLC	245 W Johnson Rd	La Porte	IN	46350	(866) 506-0070
Indiana Hearing, LLC	1221 S Creasy Ln, Ste K1	Lafayette	IN	47905	(765) 449-2700
Listen Hear LLC	114 Holt Drive	Madison	IN	47250	(866) 300-3072
Indiana Hearing, LLC	2040 S Western Av, Unit B	Marion	IN	46953	(765) 673-4327
Indiana Hearing, LLC	4337 Franklin Street	Michigan City	IN	46360	(219) 809-0290
Indiana Hearing, LLC	3718 Lincolnway East	Mishawaka	IN	46544	(833) 739-0673
Indiana Hearing, LLC	31 Moore Street	Mooresville	IN	46158	(844) 779-6830
Indiana Hearing, LLC	3605 North Everbrook Lane	Muncie	IN	47304	(833) 970-2701
Listen Hear LLC	3602 Northgate Ct, Ste 25	New Albany	IN	47150	(833) 912-3021
Indiana Hearing, LLC	17160 Dragon Fly Suite 200	Noblesville	IN	46060	(317) 770-0656
Indiana Hearing, LLC	204 E Main St Suite 7	Paoli	IN	47454	(844) 973-3130
Indiana Hearing, LLC	2443 E Main St	Plainfield	IN	46168	(317) 839-4664
Indiana Hearing, LLC	1446 Pilgrim Lane, A-8	Plymouth	IN	46563	(574) 316-0687
Indiana Hearing, LLC	3141 Willowcreek Rd	Portage	IN	46368	(833) 592-1390
Indiana Hearing, LLC	405 W. State Street	Princeton	IN	47670	(866) 535-4693
Indiana Hearing, LLC	3414 E. Main St.	Richmond	IN	47374	(765) 939-1578
Indiana Hearing, LLC	923 Main Street	Rochester	IN	46975	(877) 464-0908
Listen Hear LLC	111 North Poplar Street	Seymour	IN	47274	(888) 927-1286
Indiana Hearing, LLC	1724 N. Ironwood, Ste B	South Bend	IN	46635	(574) 272-2245
Indiana Hearing, LLC	717 Jefferson Street	Tell City	IN	47586	(888) 526-1043
Indiana Hearing, LLC	3181 South 3rd Place	Terre Haute	IN	47802	(812) 232-5166
Indiana Hearing, LLC	1620 Country Club Dr, Ste E	Valparaiso	IN	46383	(877) 327-0252
Indiana Hearing, LLC	2704 Washington Ave.	Vincennes	IN	47591	(866) 609-8325
Advanced Hearing Care Center LLC	3165 E Center Street Ext.	Warsaw	IN	46582	(574) 269-6236
Indiana Hearing, LLC	1801 S State Rd 57 suite200	Washington	IN	47501	(855) 514-2344
Health Services Kansas, LLC	102 W Kansas Ave	Arkansas City	KS	67005	(316) 761-9998
Hearing Specialists, Inc.	135 E 6th	Concordia	KS	66901	(888) 578-1754
Thomas D. Harmon	2010 Central Avenue	Dodge City	KS	67801	(620) 225-0522
Health Services Kansas, LLC	632 N Main Street	El Dorado	KS	67042	(316) 665-6262
Thomas D. Harmon	1135 College Dr Suite M	Garden City	KS	67846	(620) 271-0013
Hearing Specialists, Inc.	918 Williams Street	Great Bend	KS	67530	(888) 586-3717
Hearing Specialists, Inc.	4333 Vine St, Ste 20	Hays	KS	67601	(785) 628-3279
Health Services Kansas, LLC	207 W Grand Ave	Haysville	KS	67060	(316) 219-3114
Health Services Kansas, LLC	1632 E 23rd Ave Office 135	Hutchinson	KS	67501	(620) 242-1940
Health Services Kansas, LLC	201 N Penn Ave Suite 507	Independence	KS	67301	(620) 325-4408
Thomas D. Harmon	150 Plaza Dr., Suite 103	Liberal	KS	67901	(620) 604-9377

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Hearing Specialists, Inc.	3244 Gary Street Suite 150	Manhattan	KS	66503	(888) 579-2954
Hearing Specialists, Inc.	1354 North Main	McPherson	KS	67460	(620) 241-1380
Health Services Kansas, LLC	601 SE 36th Street	Newton	KS	67114	(316) 858-6268
Hearing Specialists, Inc.	328 North Ohio	Salina	KS	67401	(785) 820-9275
K4 Hearing, LLC	5999 SW 22nd Park, Ste A	Topeka	KS	66614	(785) 408-8288
Health Services Kansas, LLC	356 N Rock Rd Suite B	Wichita	KS	67206	(316) 854-3899
Health Services Kansas, LLC	4800 W Maple Suite 115	Wichita	KS	67209	(316) 771-6939
Health Services Kansas, LLC	851 N West St	Wichita	KS	67203	(316) 768-8881
Listen Hear LLC	216 W John Fitch Avenue	Bardstown	KY	40004	(877) 406-5265
Listen Hear LLC	805 Main Street	Benton	KY	42025	(270) 569-0615
Listen Hear LLC	996 Wilkinson Trace A-10	Bowling Green	KY	42103	(270) 745-7182
Listen Hear LLC	3640 Louisa Rd	Catlettsburg	KY	41129	(855) 974-5435
Listen Hear LLC	133 War Admiral Way Suite 2	Danville	KY	40422	(844) 986-0503
Listen Hear LLC	914 North Dixie Ave Suite 205	Elizabethtown	KY	42701	(855) 650-0465
Listen Hear LLC	305 Leonardwood Rd, Ste 6	Frankfort	KY	40601	(502) 223-6911
Listen Hear LLC	107 Frazier Court Suite 2D	Georgetown	KY	40324	(855) 423-0301
Listen Hear LLC	101 State Ave Suite E	Glasgow	KY	42141	(270) 651-7800
Listen Hear LLC	760 South College St	Harrodsburg	KY	40330	(855) 509-0323
Listen Hear LLC	1998 Barret Court Ste. c	Henderson	KY	42420	(270) 869-9320
Listen Hear LLC	532 Noel Av	Hopkinsville	KY	42240	(270) 886-9329
Listen Hear LLC	2375 Professional Heights Dr	Lexington	KY	40503	(877) 649-9829
Listen Hear LLC	2408 Sir Barton Way Suite 150	Lexington	KY	40509	(855) 629-6676
Listen Hear LLC	1675 South Main Street SuiteB4	London	KY	40741	(606) 389-5702
Listen Hear LLC	4523 B Outer Loop Drive	Louisville	KY	40219	(844) 539-0392
Listen Hear LLC	117 S . English Station Road	Louisville	KY	40245	(888) 841-0229
Listen Hear LLC	4802 Dixie Highway Suite	Louisville	KY	40216	(866) 396-0663
Listen Hear LLC	168 N Hurstbourne Parkway	Louisville	KY	40222	(833) 588-1201
Listen Hear LLC	1910 South Main Street	Madisonville	KY	42431	(270) 821-5855
Listen Hear LLC	905 N 12th St Suite A-5	Middlesboro	KY	40965	(606) 467-2059
Listen Hear LLC	108 East Main Street	Morganfield	KY	42437	(877) 594-0740
Listen Hear LLC	250 Foxglove Dr 5	Mount Sterling	KY	40353	(844) 207-4692
Listen Hear LLC	307 4th Street	Murray	KY	42071	(855) 757-3076
Listen Hear LLC	100 John Sutherland Dr Suite 7	Nicholasville	KY	40356	(844) 955-0720
Listen Hear LLC	1915 W Parrish Ave, Ste 400	Owensboro	KY	42301	(270) 683-7173
Listen Hear LLC	4793 Village Square Dr Ste 140	Paducah	KY	42001	(270) 444-0447
Listen Hear LLC	2017 South Main Street Suite 5	Paris	KY	40361	(877) 354-0574
Listen Hear LLC	4553 North Mayo Trail	Pikeville	KY	41501	(606) 467-2004
Listen Hear LLC	507 Hampton Way	Richmond	KY	40475	(877) 447-0457
Listen Hear LLC	110 S Court St	Scottsville	KY	42164	(844) 222-8194
Listen Hear LLC	40 Mack Walters Rd	Shelbyville	KY	40065	(888) 604-0703
Listen Hear LLC	261 Highway 44	Shepherdsville	KY	40165	(866) 317-9325
Listen Hear LLC	401 Bogle Street Suite 207	Somerset	KY	42503	(606) 467-2016
Listen Hear LLC	120 S Maple St Suite 1	Winchester	KY	40391	(855) 532-6904
Billedeaux Hearing Center, L.L.C.	404 Pere Megret St, Office H	Abbeville	LA	70510	(337) 740-0405
Billedeaux Hearing Center, L.L.C.	2102 MacArthur Dr, Ste C	Alexandria	LA	71301	(318) 484-3755
Billedeaux Hearing Center, L.L.C.	104 East Jefferson Street	Bastrop	LA	71220	(318) 593-6060
Billedeaux Hearing Center, L.L.C.	4451 Bluebonnet Blvd Ste F	Baton Rouge	LA	70809	(225) 752-5321

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Billedeaux Hearing Center, L.L.C.	2121 Airline Dr, Ste 600	Bossier City	LA	71111	(318) 742-3525
Billedeaux Hearing Center, L.L.C.	1325 Grand Pointe Avenue	Breaux Bridge	LA	70517	(337) 455-4141
Billedeaux Hearing Center, L.L.C.	140 Aspen Sq Suite C	Denham Springs	LA	70726	(225) 480-0009
Billedeaux Hearing Center, L.L.C.	1820 Belle Chasse Hwy, Ste 106	Gretna	LA	70056	(504) 263-2433
Billedeaux Hearing Center, L.L.C.	800 Roma Ave	Hammond	LA	70403	(985) 662-3042
Billedeaux Hearing Center, L.L.C.	5922 West Main St, Ste B-2	Houma	LA	70360	(985) 876-9076
Billedeaux Hearing Center, L.L.C.	5530 Johnston St, Ste 300	Lafayette	LA	70503	(337) 989-4327
Billedeaux Hearing Center, L.L.C.	114 W Prien Lake Rd	Lake Charles	LA	70601	(337) 310-0632
Billedeaux Hearing Center, L.L.C.	2657 N Causeway Blvd	Mandeville	LA	70471	(985) 626-5849
Billedeaux Hearing Center, L.L.C.	3213 17th Street Ste 9	Metairie	LA	70002	(504) 838-2225
Billedeaux Hearing Center, L.L.C.	814 Jefferson Terrace Ste C	New Iberia	LA	70560	(337) 551-4118
Billedeaux Hearing Center, L.L.C.	1160 Hospital Road Ste 104B	New Roads	LA	70760	(225) 240-8442
Billedeaux Hearing Center, L.L.C.	5831 I-49 South Service Rd	Opelousas	LA	70570	(337) 678-0906
Billedeaux Hearing Center, L.L.C.	1000 Court Street Suite C	Port Allen	LA	70767	(225) 308-8022
Billedeaux Hearing Center, L.L.C.	712 Celebrity Drive Suite 101	Ruston	LA	71270	(318) 957-4500
Billedeaux Hearing Center, L.L.C.	5737 Youree Dr	Shreveport	LA	71105	(318) 219-4155
Billedeaux Hearing Center, L.L.C.	770 Gause Blvd Ste E	Slidell	LA	70458	(985) 707-1299
Billedeaux Hearing Center, L.L.C.	807 S Huntington Street	Sulphur	LA	70663	(337) 252-2282
Billedeaux Hearing Center, L.L.C.	302 Bridge St Suite 6	West Monroe	LA	71291	(318) 605-3460
Billedeaux Hearing Center, L.L.C.	108 Fair Ave Suite D	Winnsboro	LA	71295	(318) 907-2001
Billedeaux Hearing Center, L.L.C.	20103 Old Scenic Hwy #7A	Zachary	LA	70791	(225) 451-2050
New England Sound, LLC	567 Southbridge St	Auburn	MA	1501	(508) 832-5199
New England Sound, LLC	485 Granite Street	Braintree	MA	2184	(781) 356-8477
New England Sound, LLC	776 Belmont Street	Brockton	MA	2301	(508) 586-9950
New England Sound, LLC	54 Middlesex Turnpike	Burlington	MA	1803	(781) 229-9874
New England Sound, LLC	822 Boylston St Suite 106	Chestnut Hill	MA	2467	(617) 608-3958
New England Sound, LLC	86 Baker Avenue Extension	Concord	MA	1742	(978) 341-8551
New England Sound, LLC	156 Andover Street Unit #1	Danvers	MA	1923	(978) 646-9400
New England Sound, LLC	72 Davis Straits Rd	Falmouth	MA	2540	(508) 457-9285
Quality Hearing Instruments LLC	12 Southwick St	Feeding Hills	MA	1030	(877) 750-0693
New England Sound, LLC	354 Main Street #4	Gardner	MA	1440	(978) 632-6883
New England Sound, LLC	186 Main St	Gloucester	MA	1930	(978) 281-0598
Quality Hearing Instruments LLC	207 Russel Street Unit 14B	Hadley	MA	1035	(413) 341-5925
New England Sound, LLC	198 Columbia Rd Suite 3C	Hanover	MA	2339	(866) 329-6618
New England Sound, LLC	800 Main St	Holden	MA	1520	(508) 829-6579
New England Sound, LLC	973 Iyannough Rd, Rte 132	Hyannis	MA	2601	(508) 771-0125
New England Sound, LLC	182 Summer Street Suite 5	Kingston	MA	2364	(781) 934-2928
New England Sound, LLC	975 Merriam Av	Leominster	MA	1453	(978) 840-3136
New England Sound, LLC	286 West Main St #3A	Marlborough	MA	1752	(508) 460-3821
New England Sound, LLC	127 Main Street Unit 127 B	Medford	MA	2155	(781) 539-6148
New England Sound, LLC	196 E Main St #26	Milford	MA	1757	(508) 422-9249
New England Sound, LLC	117 West Central Street Unit F	Natick	MA	1760	(508) 653-4536
New England Sound, LLC	1233 Highland Ave Suite B	Needham	MA	2492	(833) 409-2295
New England Sound, LLC	3 Cherry St Suite 101 Unit A	Newburyport	MA	1950	(877) 895-5397
New England Sound, LLC	820 A Turnpike St, Unit 2	North Andover	MA	1845	(978) 683-4232
New England Sound, LLC	429 South Washington St	North Attleboro	MA	2760	(508) 643-2543
New England Sound, LLC	323 State Rd	North Dartmouth	MA	2747	(508) 992-9977

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
New England Sound, LLC	500 Washington St	Norwood	MA	2062	(781) 769-5423
New England Sound, LLC	8 Nells Way Unit H	Orleans	MA	2653	(508) 255-4130
Quality Hearing Instruments LLC	180 Elm St Unit 180F	Pittsfield	MA	1201	(413) 442-9917
New England Sound, LLC	200 Broadway Route 1 North	Saugus	MA	1906	(781) 233-6921
New England Sound, LLC	307 Grafton St Suite 102	Shrewsbury	MA	1545	(833) 379-2598
New England Sound, LLC	6 Enterprise Rd Unit 12	South Dennis	MA	2660	(508) 258-5982
New England Sound, LLC	207 Swansea Mall Dr. Unit 12	Swansea	MA	2777	(508) 675-8882
New England Sound, LLC	152 Dean Street Unit 1	Taunton	MA	2780	(774) 409-7108
New England Sound, LLC	345 Main St, Suite 2	Tewksbury	MA	1876	(978) 851-3815
New England Sound, LLC	184 Main Street Unit 1	Wareham	MA	2571	(508) 295-5096
New England Sound, LLC	31 Spring St	Watertown	MA	2472	(617) 923-4484
Quality Hearing Instruments LLC	935 Riverdale Street, Unit 6	West Springfield	MA	1089	(413) 205-2811
Quality Hearing Instruments LLC	2133 Boston Rd, Unit 6A	Wilbraham	MA	1095	(413) 596-9532
South Atlantic Hearing LLC	6931 Arlington Rd Suite 310	Bethesda	MD	20814	(888) 123-4589
South Atlantic Hearing LLC	12420F Fairwood Parkway	Bowie	MD	20720	(240) 245-3353
South Atlantic Hearing LLC	8801 Centre Park Dr. Suite 4	Columbia	MD	21045	(410) 992-0445
South Atlantic Hearing LLC	1332 Londontown Blvd, Ste 108B	Eldersburg	MD	21784	(667) 253-3557
South Atlantic Hearing LLC	5100 Buckeystown Pike, Ste 182	Frederick	MD	21704	(301) 696-9757
ADH Enterprises LLC	7678 Quarterfield Rd Ste 202	Glen Burnie	MD	21061	(410) 553-9310
South Atlantic Hearing LLC	9375 Chesapeake St #111 A-6	La Plata	MD	20646	(240) 232-4197
South Atlantic Hearing LLC	12250 Rockville Pike Suite 209	North Bethesda	MD	20852	(833) 984-0838
South Atlantic Hearing LLC	6196 Oxon Hill Rd Suite 385	Oxon Hill	MD	20745	(240) 670-1623
South Atlantic Hearing LLC	15 Church St	Prince Frederick	MD	20678	(877) 613-7268
South Atlantic Hearing LLC	15200 Shady Grove Rd Suite 304	Rockville	MD	20850	(301) 977-8695
ADH Enterprises LLC	12301 Old Columbia Pike #202	Silver Spring	MD	20904	(301) 384-4245
South Atlantic Hearing LLC	444 WMC Dr, Ste 114	Westminster	MD	21158	(410) 857-0876
Custom Hearing, LLC	245 Center St, Ste 3	Auburn	ME	4210	(207) 782-7112
Custom Hearing, LLC	60 Western Ave, Ste 2	Augusta	ME	4330	(207) 622-9613
Custom Hearing, LLC	753 Stillwater Ave, Ste 7	Bangor	ME	4401	(207) 945-5519
Custom Hearing, LLC	2 Station Avenue Suite 2	Brunswick	ME	4011	(207) 406-2920
Custom Hearing, LLC	2 Livewell Dr Suite 102	Kennebunk	ME	4043	(207) 502-7680
Custom Hearing, LLC	1600 Main Street Suite 3	Oxford	ME	4270	(207) 535-9291
Custom Hearing, LLC	767 Main St	Presque Isle	ME	4769	(207) 573-0915
Custom Hearing, LLC	209 Western Ave Crossing	South Portland	ME	4106	(207) 797-4242
Custom Hearing, LLC	323 Main Street	Waterville	ME	4901	(207) 616-3164
Custom Hearing, LLC	765 Roosevelt Trail Suite 130	Windham	ME	4062	(207) 401-2846
Alpha Solutions, Inc.	23223 West Outer Drive	Allen Park	MI	48101	(313) 561-1088
Smart Hearing Solutions, LLC	7336 N Alger Rd 3	Alma	MI	48801	(866) 936-0139
Smart Hearing Solutions, LLC	1033 N Bagley St	Alpena	MI	49707	(989) 354-4484
Alpha Solutions, Inc.	255 N. Maple	Ann Arbor	MI	48103	(734) 769-8226
Smart Hearing Solutions, LLC	970 N Vandyke Rd Suite A	Bad Axe	MI	48413	(855) 557-6138
Dynamite Hearing Consultants, LLC	5475 Beckley Road Suite 150	Battle Creek	MI	49015	(269) 441-6327
Smart Hearing Solutions, LLC	3900 State St, Ste 140	Bay City	MI	48706	(989) 684-0180
Smart Hearing Solutions, LLC	1980 Pipestone Rd	Benton Harbor	MI	49022	(844) 853-6368
Smart Hearing Solutions, LLC	1450 US 31	Benzonia	MI	49616	(231) 882-5640
Smart Hearing Solutions, LLC	724 Perry Av	Big Rapids	MI	49307	(231) 796-5858
Alpha Solutions, Inc.	1944 S Telegraph Rd	Bloomfield Hills	MI	48302	(248) 681-8288

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Dynamite Hearing Consultants, LLC	2544 Harte Dr	Brighton	MI	48114	(810) 844-2490
Real Ear, Inc.	2464 S. Center Rd	Burton	MI	48519	(810) 742-2930
Smart Hearing Solutions, LLC	1927 N Mitchell St	Cadillac	MI	49601	(231) 779-0585
Smart Hearing Solutions, LLC	06777 US Highway 31 S Unit D	Charlevoix	MI	49720	(844) 249-2050
Dynamite Hearing Consultants, LLC	354 S Cochran Ave. Ste 1	Charlotte	MI	48813	(517) 258-1964
Smart Hearing Solutions, LLC	1006 S Main St, Unit 2	Cheboygan	MI	49721	(231) 627-9979
Smart Hearing Solutions, LLC	51309 Gratiot Av	Chesterfield	MI	48051	(586) 948-4800
Smart Hearing Solutions, LLC	1430 N McEwan	Clare	MI	48617	(888) 318-6757
Alpha Solutions, Inc.	6678 Dixie Hwy, Ste 103	Clarkston	MI	48346	(248) 922-2000
Dynamite Hearing Consultants, LLC	10 Vans Ave	Coldwater	MI	49036	(517) 308-9904
Real Ear, Inc.	1051 N. Irish Rd.	Davison	MI	48423	(810) 652-6800
Smart Hearing Solutions, LLC	1691 N US-23, Ste 1	East Tawas	MI	48730	(833) 918-0330
Mid West Hearing, LLC	2504 3rd Ave N Unit 12	Escanaba	MI	49829	(906) 789-4327
Alpha Solutions, Inc.	22012 Farmington Road	Farmington	MI	48336	(248) 471-5909
Real Ear, Inc.	18010 Silver Pkwy	Fenton	MI	48430	(810) 750-2626
Smart Hearing Solutions, LLC	3292 S Linden Rd, Ste F	Flint	MI	48507	(810) 732-8177
Smart Hearing Solutions, LLC	4165-C 24th Ave	Fort Gratiot	MI	48059	(810) 385-2770
Smart Hearing Solutions, LLC	1323 West Main Street	Fremont	MI	49412	(231) 924-8770
Smart Hearing Solutions, LLC	384 N Third Av, Ste D	Fruitport	MI	49415	(231) 865-7706
Smart Hearing Solutions, LLC	604 W Main St, Suite F	Gaylord	MI	49735	(989) 705-1244
Smart Hearing Solutions, LLC	129 Shuster Lane Suite A	Gladwin	MI	48624	(888) 486-0284
Dynamite Hearing Consultants, LLC	6242-B 28th St SE	Grand Rapids	MI	49546	(616) 942-0795
Dynamite Hearing Consultants, LLC	1000 3 Mile NW, Ste D	Grand Rapids	MI	49544	(616) 538-5300
Dynamite Hearing Consultants, LLC	5344 Plainfield NE	Grand Rapids	MI	49525	(616) 365-1979
Dynamite Hearing Consultants, LLC	38 44th St SW	Grandville	MI	49418	(844) 214-5097
Dynamite Hearing Consultants, LLC	126 S Michigan Ave	Hastings	MI	49058	(269) 205-2356
Smart Hearing Solutions, LLC	3006 Westshore Dr	Holland	MI	49424	(855) 849-4829
Mid West Hearing, LLC	902 Razorback Dr #8	Houghton	MI	49931	(906) 553-6067
Dynamite Hearing Consultants, LLC	230 W Shaw Street	Howard City	MI	49329	(231) 293-7156
Dynamite Hearing Consultants, LLC	4100 E Grand River Ave	Howell	MI	48843	(517) 234-5989
Mid West Hearing, LLC	210 E. H Street	Iron Mountain	MI	49801	(906) 779-4327
Dynamite Hearing Consultants, LLC	3634 McCain Rd Unit 4	Jackson	MI	49203	(517) 796-3191
Dynamite Hearing Consultants, LLC	6176 Stadium Dr	Kalamazoo	MI	49009	(269) 775-1919
Dynamite Hearing Consultants, LLC	5025 W Saginaw Hwy, Ste C	Lansing	MI	48917	(517) 657-7184
Real Ear, Inc.	555 E Genesee Rd	Lapeer	MI	48446	(810) 664-8050
Dynamite Hearing Consultants, LLC	2050 W Main Suite 400	Lowell	MI	49331	(616) 987-3679
Smart Hearing Solutions, LLC	332 Jebavy Dr	Ludington	MI	49431	(833) 574-1764
Alpha Solutions, Inc.	1435 West 14 Mile Rd	Madison Heights	MI	48071	(248) 585-4661
Smart Hearing Solutions, LLC	360 River St	Manistee	MI	49660	(231) 398-3398
Mid West Hearing, LLC	5940W US Highway 2	Manistique	MI	49854	(844) 641-0130
Mid West Hearing, LLC	565 Co Rd HQ, Ste 5	Marquette	MI	49855	(906) 228-3577
Smart Hearing Solutions, LLC	6841 Eastman Ave	Midland	MI	48642	(989) 832-5440
Smart Hearing Solutions, LLC	17 Washington Street	Monroe	MI	48161	(855) 745-0991
Smart Hearing Solutions, LLC	100 S Mission Street, Ste G	Mount Pleasant	MI	48858	(989) 817-4700
Smart Hearing Solutions, LLC	24 N St Joseph Ave, E1	Niles	MI	49120	(269) 683-0800
Alpha Solutions, Inc.	42161 14 Mile Road	Novi	MI	48377	(248) 960-0595
Dynamite Hearing Consultants, LLC	5100 Marsh Rd Suite B1	Okemos	MI	48864	(517) 580-8047

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Smart Hearing Solutions, LLC	1361 E. Main Street	Owosso	MI	48867	(855) 617-1127
Smart Hearing Solutions, LLC	500 Madison Street	Petoskey	MI	49770	(231) 347-5377
Dynamite Hearing Consultants, LLC	6388 S. Westnedge	Portage	MI	49002	(269) 459-8874
Smart Hearing Solutions, LLC	828 W Houghton Lake Rd	Prudenville	MI	48651	(844) 262-1658
Alpha Solutions, Inc.	2951 Rochester Road	Rochester Hills	MI	48307	(248) 289-1203
Dynamite Hearing Consultants, LLC	4635 14 Mile Road, Ste A	Rockford	MI	49341	(616) 884-5877
Smart Hearing Solutions, LLC	29022 Gratiot Ave	Roseville	MI	48066	(586) 296-1230
Smart Hearing Solutions, LLC	4480 Bay Rd, Ste 3	Saginaw	MI	48603	(989) 799-0663
Smart Hearing Solutions, LLC	75 Elk S, Ste 106	Sandusky	MI	48471	(855) 601-6937
Smart Hearing Solutions, LLC	25915 Harper Ave	St Clair Shores	MI	48081	(586) 778-2887
Smart Hearing Solutions, LLC	43811 Schoenherr Rd	Sterling Heights	MI	48313	(586) 566-3161
Alpha Solutions, Inc.	24474 Goddard	Taylor	MI	48180	(313) 291-2993
Smart Hearing Solutions, LLC	8100 Lewis Avenue, Suite B	Temperance	MI	48182	(844) 584-0516
Smart Hearing Solutions, LLC	1535 S Division St, Ste 110	Traverse City	MI	49684	(231) 947-3337
Alpha Solutions, Inc.	2220 West Road	Trenton	MI	48183	(734) 672-6024
Smart Hearing Solutions, LLC	30659 Hoover Rd	Warren	MI	48093	(586) 574-0074
Smart Hearing Solutions, LLC	8667 26 Mile Rd.	Washington	MI	48094	(586) 992-1000
Smart Hearing Solutions, LLC	511 E Houghton Ave, Unit D	West Branch	MI	48661	(844) 379-6338
Alpha Solutions, Inc.	35735 Warren Ave.	Westland	MI	48185	(734) 729-3810
Mid West Hearing, LLC	301 Minnesota Ave N Unit 3	Aitkin	MN	56431	(218) 828-3768
Iowa Hearing Associates, LLC	2566 Bridge Ave	Albert Lea	MN	56007	(877) 897-0293
Sound Solutions Hearing Centers of MN LL	405 50th Ave West 104	Alexandria	MN	56308	(320) 759-1816
Mid West Hearing, LLC	13495 Elder Drive Suite 140	Baxter	MN	56425	(218) 828-3768
Mid West Hearing, LLC	1710 Paul Bunyan Drive NW #106	Bemidji	MN	56601	(218) 888-7185
Mid West Hearing, LLC	1820 2nd Ave. SE #360	Cambridge	MN	55008	(763) 689-3226
Mid West Hearing, LLC	807 Cloquet Ave Suite 8	Cloquet	MN	55720	(218) 720-3840
Iowa Hearing Associates, LLC	757 S State St, Ste 2	Fairmont	MN	56031	(507) 238-2390
Iowa Hearing Associates, LLC	2901 Lavender Parkway	Faribault	MN	55021	(507) 333-3932
Mid West Hearing, LLC	504 NW 1st Ave #290	Grand Rapids	MN	55744	(218) 326-7051
Mid West Hearing, LLC	1209 Vermillion Street Suite B	Hastings	MN	55033	(877) 798-0557
Mid West Hearing, LLC	4897 Miller Trunk Hwy, 227	Hermantown	MN	55811	(218) 720-3787
Mid West Hearing, LLC	522 E Howard St, Suite 101	Hibbing	MN	55746	(218) 288-5889
Mid West Hearing, LLC	1322 Third St, Ste 4	International Falls	MN	56649	(218) 288-5889
Mid West Hearing, LLC	105 6th St NE	Little Falls	MN	56345	(218) 828-3768
Iowa Hearing Associates, LLC	111 Star Street, Ste. 103	Mankato	MN	56001	(507) 388-5624
Iowa Hearing Associates, LLC	214 W College Dr	Marshall	MN	56258	(833) 917-3201
Mid West Hearing, LLC	600 Union St S Ste #2	Mora	MN	55051	(763) 292-2883
Mid West Hearing, LLC	400 Pleasant Ave So, Suite B	Park Rapids	MN	56470	(218) 745-7051
Iowa Hearing Associates, LLC	126 Tyler Rd Suite 126	Red Wing	MN	55066	(855) 841-2912
Iowa Hearing Associates, LLC	1382 E Bridge St	Redwood Falls	MN	56283	(877) 625-5176
Iowa Hearing Associates, LLC	4270 Maine Ave SE, Ste 100	Rochester	MN	55904	(507) 281-8810
Sound Solutions Hearing Centers of MN LL	48 - 33rd Ave South	Saint Cloud	MN	56301	(320) 259-5841
Mid West Hearing, LLC	230 1st Street S STE 109	Virginia	MN	55792	(218) 288-5889
Sound Solutions Hearing Centers of MN LL	2211 1st Street , Suite #140	Willmar	MN	56201	(320) 262-3313
Mid West Hearing, LLC	940 Frontenac Dr, Ste 110	Winona	MN	55987	(507) 474-4200
Iowa Hearing Associates, LLC	921 4th Av	Worthington	MN	56187	(855) 413-9734
Mid West Hearing, LLC	26357 Forest Blvd Suite 6	Wyoming	MN	55092	(855) 670-1140

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
B and S United Agencies, Inc.	1465 N Kingshighway	Cape Girardeau	MO	63701	(573) 335-5510
B and S United Agencies, Inc.	938 Valley Creek Drive	Farmington	MO	63640	(573) 756-6916
Chicago Hearing, LLC	3522 Palmyra Road Suite B	Hannibal	MO	63401	(573) 370-1841
B and S United Agencies, Inc.	117 E Jefferson St.	Jackson	MO	63755	(573) 243-4474
B and S United Agencies, Inc.	812 N Bypass	Kennett	MO	63857	(573) 727-8038
B and S United Agencies, Inc.	1321 W Ste Maries St, Ste A	Perryville	MO	63775	(573) 547-2346
B and S United Agencies, Inc.	1895 N. Westwood Blvd, Ste 2	Poplar Bluff	MO	63901	(573) 686-3277
B and S United Agencies, Inc.	612 East High Street	Potosi	MO	63664	(573) 218-0771
B and S United Agencies, Inc.	21530 Hwy 32, Ste E	Sainte Genevieve	MO	63670	(573) 883-8118
B and S United Agencies, Inc.	1222 Linn Street	Sikeston	MO	63801	(573) 218-0768
Mid-South Hearing, LLC	400 2nd Avenue (Across from Li	Amory	MS	38821	(855) 425-7770
Mid-South Hearing, LLC	3001 Highway 72 West	Corinth	MS	38834	(662) 840-3977
Billedeaux Hearing Center, L.L.C.	15465 Oak Lane Ste 100-J	Gulfport	MS	39503	(228) 357-5304
Billedeaux Hearing Center, L.L.C.	6375 US Highway 98 West Ste 45	Hattiesburg	MS	39402	(601) 261-5923
Billedeaux Hearing Center, L.L.C.	1312 Harrison Ave Suite C105	McComb	MS	39648	(601) 996-7220
Billedeaux Hearing Center, L.L.C.	2109 B St, Ste C	Meridian	MS	39301	(601) 581-4499
Mid-South Hearing, LLC	474 W Bankhead St	New Albany	MS	38652	(855) 539-0427
Billedeaux Hearing Center, L.L.C.	17 North Marks Rd	Ocean Springs	MS	39564	(228) 334-5031
Billedeaux Hearing Center, L.L.C.	1060 E County Line Rd, Ste 1B	Ridgeland	MS	39157	(601) 991-9661
Mid-South Hearing, LLC	3859 N Gloster St	Tupelo	MS	38804	(844) 586-6251
Health Services Montana, LLC	1527 14th St West	Billings	MT	59102	(406) 545-0175
Health Services Montana, LLC	702 N 19th Ave, Ste 1-C	Bozeman	MT	59718	(406) 299-9709
Health Services Montana, LLC	3100 Harrison Av	Butte	MT	59701	(406) 318-8266
Health Services Montana, LLC	107 Dilworth	Glendive	MT	59330	(406) 365-1870
Health Services Montana, LLC	215 10th St S	Great Falls	MT	59405	(406) 318-8267
Mirza Hearing Services, LLC	1720 N 1st Street, Suite A	Hamilton	MT	59840	(406) 363-4363
Health Services Montana, LLC	1753 Hwy 2 NW, Ste 45	Havre	MT	59501	(360) 775-3368
Health Services Montana, LLC	1325 Euclid Ave 4	Helena	MT	59601	(406) 318-8257
Mirza Hearing Services, LLC	1297 Burns Way, Unit 4	Kalispell	MT	59901	(888) 735-0360
Health Services Montana, LLC	18 North 8th, Ste 8	Miles City	MT	59301	(406) 944-4075
Mirza Hearing Services, LLC	712 W. Spruce, Ste 2	Missoula	MT	59802	(406) 543-5690
Mirza Hearing Services, LLC	101 Whitewater Pl B1	Polson	MT	59860	(406) 755-2320
South Atlantic Hearing LLC	1351 N Sandhill Blvd Unit 13	Aberdeen	NC	28315	(910) 295-2958
South Atlantic Hearing LLC	405 Commerce St., Ste B.	Albemarle	NC	28001	(704) 244-0942
South Atlantic Hearing LLC	424 E Williams Street	Apex	NC	27502	(888) 388-7154
South Atlantic Hearing LLC	733 W. Dixie Drive	Asheboro	NC	27205	(336) 625-2822
South Atlantic Hearing LLC	1636 Hendersonville Rd 185	Asheville	NC	28803	(828) 298-2070
South Atlantic Hearing LLC	1220 Spruce St	Belmont	NC	28012	(704) 825-9336
South Atlantic Hearing LLC	206 Southgate Dr, Ste 21	Boone	NC	28607	(828) 262-1117
South Atlantic Hearing LLC	422 Huffman Mill Rd, Ste 104	Burlington	NC	27215	(336) 584-5086
South Atlantic Hearing LLC	2134 W US Highway 19E Unit E	Burnsville	NC	28714	(828) 678-0786
South Atlantic Hearing LLC	2115 E. 7th Street, Suite 100	Charlotte	NC	28204	(704) 332-2914
South Atlantic Hearing LLC	283 Paragon Parkway	Clyde	NC	28721	(828) 452-2400
South Atlantic Hearing LLC	970 Branchview Dr #230	Concord	NC	28025	(704) 782-8921
South Atlantic Hearing LLC	20723 Torrence Chapel Rd, #203	Cornelius	NC	28031	(704) 655-2500
South Atlantic Hearing LLC	4011 University Dr Suite 203	Durham	NC	27707	(919) 286-1601
South Atlantic Hearing LLC	1831 Weeksville Road, Ste G	Elizabeth City	NC	27909	(252) 621-1671

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
South Atlantic Hearing LLC	4011 Sycamore Dairy Rd 109	Fayetteville	NC	28304	(910) 486-4311
South Atlantic Hearing LLC	1512 W Main St, Ste 102	Forest City	NC	28043	(828) 447-7716
South Atlantic Hearing LLC	339 Carolina Mountain Drive	Franklin	NC	28734	(828) 342-5274
South Atlantic Hearing LLC	320 N Judd Parkway NE 214	Fuquay Varina	NC	27526	(919) 770-9062
South Atlantic Hearing LLC	503 Q Hwy 70 East	Garner	NC	27529	(919) 773-0200
South Atlantic Hearing LLC	611-B North Spence Ave	Goldsboro	NC	27534	(919) 759-0800
South Atlantic Hearing LLC	445 Dolley Madison Rd Ste 304	Greensboro	NC	27410	(336) 292-9600
South Atlantic Hearing LLC	3105 S. Evans Street, Ste G	Greenville	NC	27834	(252) 551-1010
South Atlantic Hearing LLC	2605 Chimney Rock Rd	Hendersonville	NC	28792	(828) 698-8094
South Atlantic Hearing LLC	200 1st Avenue NW Suite 623	Hickory	NC	28601	(828) 304-4858
South Atlantic Hearing LLC	274 Eastchester Drive, #130	High Point	NC	27262	(336) 823-1647
South Atlantic Hearing LLC	215 Western Blvd., Ste 300	Jacksonville	NC	28546	(910) 577-8775
South Atlantic Hearing LLC	704 Plaza Blvd.	Kinston	NC	28501	(252) 526-0279
South Atlantic Hearing LLC	1313 Scotland Crossing Drive	Laurinburg	NC	28352	(888) 340-4542
South Atlantic Hearing LLC	320 Morganton Blvd. SW	Lenoir	NC	28645	(828) 754-7759
South Atlantic Hearing LLC	521 E Center St, Ste D	Lexington	NC	27294	(336) 238-3800
South Atlantic Hearing LLC	143 Vandiver Drive	Lincolnton	NC	28092	(980) 389-3392
South Atlantic Hearing LLC	2080 N. Main St, Ste 2	Marion	NC	28752	(844) 912-1225
South Atlantic Hearing LLC	10416 E. Independence Blvd.	Matthews	NC	28105	(704) 882-4599
South Atlantic Hearing LLC	1730 Dickerson Blvd, Unit I	Monroe	NC	28110	(704) 292-1059
South Atlantic Hearing LLC	131 Plantation Ridge Dr, #307	Mooresville	NC	28117	(980) 233-1080
South Atlantic Hearing LLC	278 Highway 24, Suite K	Morehead City	NC	28557	(252) 240-2496
South Atlantic Hearing LLC	347 Sanford Drive	Morganton	NC	28655	(877) 206-6241
Carolina Hearing Systems, Inc.	1008 Old Rockford St	Mount Airy	NC	27030	(336) 786-1600
South Atlantic Hearing LLC	1140 West US 64, Suite F	Murphy	NC	28906	(828) 591-2074
South Atlantic Hearing LLC	1911-A South Glenburnie Rd	New Bern	NC	28562	(252) 635-6747
Carolina Hearing Systems, Inc.	85 Boone Trail Suite C	North Wilkesboro	NC	28659	(336) 818-1740
South Atlantic Hearing LLC	8334 Pineville/Matthews Rd#102	Pineville	NC	28226	(704) 541-8965
South Atlantic Hearing LLC	959 East St., Suite A	Pittsboro	NC	27312	(919) 484-0899
South Atlantic Hearing LLC	6500 Creedmoor Rd, Ste 114	Raleigh	NC	27613	(919) 782-3590
South Atlantic Hearing LLC	3111 Leland Drive Suite 120	Raleigh	NC	27616	(919) 296-3957
South Atlantic Hearing LLC	1130-E Freeway Drive	Reidsville	NC	27320	(336) 520-0002
South Atlantic Hearing LLC	3663 Sunset Av	Rocky Mount	NC	27804	(252) 443-4399
South Atlantic Hearing LLC	904 N Madison Blvd, Suite B	Roxboro	NC	27573	(336) 502-1866
South Atlantic Hearing LLC	2106 Statesville Blvd	Salisbury	NC	28147	(704) 637-2948
South Atlantic Hearing LLC	1920 S. Horner Blvd	Sanford	NC	27330	(919) 588-0913
Beall Hearing Solutions, LLC	5211 S Main St, Unit 510	Shallotte	NC	28470	(910) 754-2684
South Atlantic Hearing LLC	1746 East Dixon Blvd	Shelby	NC	28152	(704) 487-1128
South Atlantic Hearing LLC	210 N. Brightleaf Blvd, Ste B	Smithfield	NC	27577	(919) 209-0771
Beall Hearing Solutions, LLC	1030 N Howe St	Southport	NC	28461	(910) 454-9984
South Atlantic Hearing LLC	609 Sullivan Rd	Statesville	NC	28677	(704) 871-0507
South Atlantic Hearing LLC	318 East S. Main Street	Waxhaw	NC	28173	(704) 256-1634
Beall Hearing Solutions, LLC	1313 Floral Parkway	Wilmington	NC	28403	(910) 392-1982
South Atlantic Hearing LLC	2620 SW Forest Hills Road	Wilson	NC	27893	(252) 293-0368
South Atlantic Hearing LLC	3314 Healy Dr, Ste 107	Winston Salem	NC	27103	(336) 774-0100
Hear Again, Inc.	819 E. Century Ave, Ste 1	Bismarck	ND	58503	(877) 713-9514
Hear Again, Inc.	103 N. College Dr.	Devils Lake	ND	58301	(888) 390-6059

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Hear Again, Inc.	112 3rd St. W. #203	Dickinson	ND	58601	(701) 483-3588
Hear Again, Inc.	2712 S Columbia Rd #300	Grand Forks	ND	58201	(701) 772-5313
Hear Again, Inc.	517 8th Ave NE	Hazen	ND	58545	(866) 580-8366
Hear Again, Inc.	114 Broadway St North #1	Linton	ND	58552	(701) 222-2484
Hear Again, Inc.	1425 24th Av SW	Minot	ND	58701	(877) 313-5282
Hear Again, Inc.	745 13th Avenue E., Ste 106	West Fargo	ND	58078	(701) 277-1478
Hear Again, Inc.	1500 14th St West Suite 100	Williston	ND	58801	(844) 243-7650
MB4 Enterprises, Inc.	234 W Second	Ainsworth	NE	69210	(877) 325-1286
MB4 Enterprises, Inc.	2022 13th St	Auburn	NE	68305	(877) 838-0912
MB4 Enterprises, Inc.	1205 11th St	Aurora	NE	68818	(855) 953-3092
MB4 Enterprises, Inc.	850 Laurel Parkway Drive	Broken Bow	NE	68822	(866) 409-0962
MB4 Enterprises, Inc.	1532 17th Avenue	Central City	NE	68826	(844) 368-6426
MB4 Enterprises, Inc.	1903 23rd St	Columbus	NE	68601	(888) 403-0550
MB4 Enterprises, Inc.	2300 O St	Cozad	NE	69130	(866) 460-1135
MB4 Enterprises, Inc.	3307 Barada St	Falls City	NE	68355	(402) 873-1300
Mid South Hearing, LLC	2700 East 23rd St Suite 2B	Fremont	NE	68025	(402) 941-5050
MB4 Enterprises, Inc.	1004 G St	Geneva	NE	68361	(888) 725-4817
MB4 Enterprises, Inc.	410 20th St	Gothenburg	NE	69138	(844) 275-1251
MB4 Enterprises, Inc.	1431 N Webb Rd	Grand Island	NE	68803	(308) 381-2747
MB4 Enterprises, Inc.	2718 W 2nd St	Hastings	NE	68901	(402) 461-4138
MB4 Enterprises, Inc.	436 Lincoln Av	Hebron	NE	68370	(855) 552-6329
MB4 Enterprises, Inc.	416 Garfield	Holdrege	NE	68949	(866) 761-1834
MB4 Enterprises, Inc.	3805 2nd Av	Kearney	NE	68847	(308) 234-2810
MB4 Enterprises, Inc.	407 E 6th Street	Lexington	NE	68850	(888) 426-4238
MB4 Enterprises, Inc.	5310 S 56th St, Ste 6	Lincoln	NE	68516	(402) 464-9010
MB4 Enterprises, Inc.	1301 N Hwy 83	McCook	NE	69001	(855) 380-4242
MB4 Enterprises, Inc.	515 W 1st St	Minden	NE	68959	(855) 403-7467
MB4 Enterprises, Inc.	1807 4th Corso, Ste 5A	Nebraska City	NE	68410	(855) 524-6565
Mid South Hearing, LLC	2108 Taylor Ave Suite 300	Norfolk	NE	68701	(402) 379-4000
MB4 Enterprises, Inc.	401 E C Street	North Platte	NE	69101	(308) 534-0131
MB4 Enterprises, Inc.	201 Chuckwagon Road	Ogallala	NE	69153	(877) 523-2153
Mid South Hearing, LLC	16236 Evans Plaza	Omaha	NE	68116	(402) 504-3952
Mid South Hearing, LLC	8601 W. Dodge Rd Suite 109	Omaha	NE	68114	(402) 315-3197
MB4 Enterprises, Inc.	300 Jeanette Way	Oneill	NE	68763	(855) 548-3205
MB4 Enterprises, Inc.	827 N 19th St	Ord	NE	68862	(866) 274-8751
Mid South Hearing, LLC	8410 S 73rd Plaza, Ste 111	Papillion	NE	68046	(402) 331-6264
MB4 Enterprises, Inc.	450 N Commercial	Superior	NE	68978	(866) 475-0765
MB4 Enterprises, Inc.	1720 Linden St	Syracuse	NE	68446	(855) 530-7019
MB4 Enterprises, Inc.	202 High St	Tecumseh	NE	68450	(844) 321-9510
MB4 Enterprises, Inc.	803 E Hwy 20	Valentine	NE	69201	(844) 344-0061
MB4 Enterprises, Inc.	625 Lincoln Ave	York	NE	68467	(855) 408-8736
New England Sound, LLC	94 Daniel Webster Highway	Belmont	NH	3220	(603) 267-0205
New England Sound, LLC	5 Acer Heights Rd	Claremont	NH	3743	(603) 542-5947
New England Sound, LLC	133 Loudon Road, Unit 6	Concord	NH	3301	(603) 229-1768
New England Sound, LLC	1990 Dover Rd Suite 1D	Epsom	NH	3234	(603) 736-0017
New England Sound, LLC	609 Main Street Unit B	Gorham	NH	3581	(877) 293-5240
New England Sound, LLC	640 Marlboro St	Keene	NH	3431	(603) 352-0637

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
New England Sound, LLC	105 W Main Street Suite 3	Littleton	NH	3561	(844) 720-8953
New England Sound, LLC	2626 Brown Ave	Manchester	NH	3103	(603) 622-0899
New England Sound, LLC	104 Spit Brook Road Suite B	Nashua	NH	3062	(603) 521-7096
New England Sound, LLC	2541 White Mountain Hwy St 5	North Conway	NH	3860	(888) 456-7894
New England Sound, LLC	674 NH-16	Ossipee	NH	3864	(888) 369-7895
New England Sound, LLC	612 Tenney Mountain Highway	Plymouth	NH	3264	(603) 536-8903
New England Sound, LLC	2800 Lafayette Rd Unit #10	Portsmouth	NH	3801	(603) 319-8781
New England Sound, LLC	875 Greenland Rd Unit A-5	Portsmouth	NH	3801	(603) 294-0375
New England Sound, LLC	489 South Broadway	Salem	NH	3079	(603) 890-3881
New England Sound, LLC	400 High St Suite C	Somersworth	NH	3878	(603) 841-7442
New England Sound, LLC	267 Plainfield Road Space 2B	West Lebanon	NH	3784	(603) 790-8157
Universal Hearing, LLC	29 Belleville Ave Suite 7	Bloomfield	NJ	7003	(973) 743-8659
Mid Atlantic Hearing	2791 Hooper Ave.	Brick	NJ	8723	(732) 477-0906
Mid Atlantic Hearing	2520 Mount Holly Rd	Burlington	NJ	8016	(609) 239-1490
Mid Atlantic Hearing	1871 Route 70 East	Cherry Hill	NJ	8003	(856) 229-7389
Mid Atlantic Hearing	1692 Clements Bridge Road	Deptford	NJ	8096	(856) 202-5909
Universal Hearing, LLC	285-291 Route 18 South Unit A	East Brunswick	NJ	8816	(732) 651-9852
Miracle-Ear/Geaneotes Group, Inc.	3003 English Creek Ave, Ste E-04	Egg Harbor Township	NJ	8234	(609) 646-2210
Universal Hearing, LLC	653 Route 46 West	Fairfield	NJ	7004	(973) 227-0750
Universal Hearing, LLC	29 Reaville Ave	Flemington	NJ	8822	(908) 284-1401
Universal Hearing, LLC	187 Columbia Turnpike	Florham Park	NJ	7932	(973) 377-5035
Mid Atlantic Hearing	325 W Main St	Freehold	NJ	7728	(732) 462-8688
Lehigh Valley Hearing, LLC	1 Edgeview Dr, 6-B	Hackettstown	NJ	7840	(844) 542-9971
Mid Atlantic Hearing	3100 Quakerbridge Rd	Hamilton	NJ	8619	(609) 249-4257
Universal Hearing, LLC	3 Quality Way	Iselin	NJ	8830	(732) 726-0327
Mid Atlantic Hearing	297 Route 72 West Suite #26	Manahawkin	NJ	8050	(609) 597-2300
Mid Atlantic Hearing	620 Stokes Rd, Ste E	Medford	NJ	8055	(609) 953-9551
Mid Atlantic Hearing	201 Applegarth Rd Bldg C #102	Monroe	NJ	8831	(609) 655-8866
Mid Atlantic Hearing	3117 Route 38, Unit 250	Mt. Laurel	NJ	8054	(856) 273-9181
Miracle-Ear/Geaneotes Group, Inc.	3802 Bayshore Rd	North Cape May	NJ	8204	(609) 889-2900
Mid Atlantic Hearing	2005 Route 35 Unit #4	Oakhurst	NJ	7755	(732) 508-6018
Universal Hearing, LLC	1 Sears Dr	Paramus	NJ	7652	(201) 261-9229
Lehigh Valley Hearing, LLC	201 Strykers Rd, Ste 8	Phillipsburg	NJ	8865	(908) 454-0148
Mid Atlantic Hearing	500 Highway 35 Unit #532	Red Bank	NJ	7701	(732) 704-3945
Universal Hearing, LLC	400 Enterprise Drive Unit #230	Rockaway	NJ	7866	(855) 259-4131
Universal Hearing, LLC	7 Cedar Grove Lane	Somerset	NJ	8873	(732) 302-4548
Universal Hearing, LLC	90-150 Route 206	Stanhope	NJ	7874	(844) 533-1021
Universal Hearing, LLC	179 Cedar Lane Suite D2	Teaneck	NJ	7666	(201) 530-7532
Mid Atlantic Hearing	833 Route 37 West	Toms River	NJ	8755	(732) 557-9227
Mid Atlantic Hearing	245B Fries Mill Rd	Turnersville	NJ	8012	(856) 302-1506
Miracle-Ear/Geaneotes Group, Inc.	1070 W Landis Av	Vineland	NJ	8360	(856) 690-0200
Universal Hearing, LLC	495 Watchung Ave	Watchung	NJ	7069	(908) 561-1247
Universal Hearing, LLC	295 A South Ave East	Westfield	NJ	7090	(908) 925-0098
Miracle-Ear/Geaneotes Group, Inc.	20 N Main St	Woodstown	NJ	8098	(856) 769-3211
Auraltec Hearing Centers, Inc.	506 W. Main St	Artesia	NM	88210	(888) 859-4803
Auraltec Hearing Centers, Inc.	1012 W Pierce St	Carlsbad	NM	88220	(575) 887-2318
Auraltec Hearing Centers, Inc.	1908 W. 21st	Clovis	NM	88101	(575) 769-2280

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Auraltec Hearing Centers, Inc.	2404 N. Grimes Suite 800	Hobbs	NM	88240	(575) 392-0218
Auraltec Hearing Centers, Inc.	2303 North Main, Suite 103	Roswell	NM	88201	(575) 622-2887
Health Services Nevada, LLC	680 W. Nye Lane suite 101	Carson City	NV	89703	(775) 515-4201
Neider Hearing, LLC	974 5th St	Elko	NV	89801	(775) 778-3101
MBD, LLC	509 North Stephanie St, Ste C	Henderson	NV	89014	(702) 564-1224
Doyle Enterprises, LLC	4235 S Fort Apache Rd., Ste150	Las Vegas	NV	89147	(702) 222-3651
Doyle Enterprises, LLC	4700 Meadows Ln Suite #120	Las Vegas	NV	89107	(702) 259-4944
Doyle Enterprises, LLC	4560 S. Eastern Ave, Ste 16	Las Vegas	NV	89119	(702) 650-3074
Staks Enterprises, LLC	7500 W Lake Mead Blvd, Suite 3	Las Vegas	NV	89128	(702) 456-0002
Staks Enterprises, LLC	6365 Simmons St, Ste 140	North Las Vegas	NV	89031	(702) 433-1049
Doyle Enterprises, LLC	3370 S. HWY 160 Unit 5	Pahrump	NV	89048	(775) 727-7373
Health Services Nevada, LLC	7111 South Virginia St Ste A20	Reno	NV	89511	(775) 515-4202
Health Services Nevada, LLC	1450 E Prater Way, Suite 111	Sparks	NV	89434	(775) 331-2501
Health Services Nevada, LLC	35 W 1st S Suite 121	Winnemucca	NV	89445	(775) 621-0501
Quality Hearing Instruments LLC	199 Wolf Rd	Albany	NY	12205	(518) 438-4340
Bainbridge, LLC	243 South Main St Suite108	Albion	NY	14411	(844) 297-3245
Quality Hearing Instruments LLC	4908 Route 30 Suite 3	Amsterdam	NY	12010	(518) 627-4582
Bainbridge, LLC	59 North St	Auburn	NY	13021	(315) 258-7354
Bleich, Inc.	4152 West Main Street	Batavia	NY	14020	(585) 344-8396
Universal Hearing, LLC	605 East Main Street	Bay Shore	NY	11706	(631) 665-0795
Universal Hearing, LLC	212-45 26th Ave Suite 6	Bayside	NY	11360	(718) 224-2230
Bainbridge, LLC	4756 Lake Rd South Unit 6	Brockport	NY	14420	(585) 637-3130
Universal Hearing, LLC	4106 Avenue U	Brooklyn	NY	11234	(718) 252-4244
Bainbridge, LLC	112 Kasson Rd	Camillus	NY	13031	(315) 295-2153
Bainbridge, LLC	201 Parrish Street Suite 1	Canandaigua	NY	14424	(877) 544-0373
Quality Hearing Instruments LLC	32 Grandview Plaza	Catskill	NY	12414	(518) 943-5684
Bleich, Inc.	2916 William St.	Cheektowaga	NY	14227	(716) 381-8690
Bainbridge, LLC	7700 Frontage Road	Cicero	NY	13039	(315) 452-1662
Quality Hearing Instruments LLC	19 Clifton Country Rd	Clifton Park	NY	12065	(518) 280-9211
Quality Hearing Instruments LLC	2403 State Route 7, Ste 1	Cobleskill	NY	12043	(518) 234-8840
Universal Hearing, LLC	6558 Jericho Turnpike	Commack	NY	11725	(844) 265-4342
Universal Hearing, LLC	23 Vanderbilt Motor Parkway	Commack	NY	11725	(631) 462-2385
Quality Hearing Instruments LLC	180 Delaware Avenue Suite 200	Delmar	NY	12054	(518) 650-8392
Universal Hearing, LLC	655-27 Montauk Highway	East Patchogue	NY	11772	(866) 686-8458
Bainbridge, LLC	6701 Manlius Center Rd, Ste103	East Syracuse	NY	13057	(315) 437-0325
Bainbridge, LLC	830 County Road 64 #2A	Elmira	NY	14903	(607) 796-2206
Quality Hearing Instruments LLC	690 Stewart Ave, Unit B	Garden City	NY	11530	(516) 222-0349
Bainbridge, LLC	4400 Lakeville Rd Suite 1	Geneseo	NY	14454	(585) 243-3920
Bainbridge, LLC	One Franklin Square Suite 201	Geneva	NY	14456	(855) 413-5052
Universal Hearing, LLC	71-19 80th Street #8303	Glendale	NY	11385	(718) 275-5954
Quality Hearing Instruments LLC	2080 Western Ave Suite 152	Guilderland	NY	12084	(518) 218-7770
Bleich, Inc.	5999 South Park Ave	Hamburg	NY	14075	(716) 649-4690
A.S.F. Hearing Aid Centers, Inc	192 S. Central Ave.	Hartsdale	NY	10530	(914) 397-1885
Quality Hearing Instruments LLC	330 E. State St	Herkimer	NY	13350	(315) 219-5469
Quality Hearing Instruments LLC	186 West Old Country Rd	Hicksville	NY	11801	(516) 822-2786
Quality Hearing Instruments LLC	550 Route 299 Suite 5	Highland	NY	12528	(845) 834-3533
Bainbridge, LLC	7499 Seneca Rd Suite 3	Hornell	NY	14843	(866) 989-0225

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Quality Hearing Instruments LLC	751 Warren St	Hudson	NY	12534	(833) 429-0313
Bainbridge, LLC	2 Graham Rd W. Suite 200	Ithaca	NY	14850	(607) 319-4754
McNamara's Hearing Solutions, LLC	312 Reynolds Rd	Johnson City	NY	13790	(607) 797-7272
Quality Hearing Instruments LLC	230 Comrie Ave N, Suite 210	Johnstown	NY	12095	(518) 736-1176
Quality Hearing Instruments LLC	1200 Ulster Ave Suite 420	Kingston	NY	12401	(845) 336-4738
Universal Hearing, LLC	2780 Middle Country Rd Ste 102	Lake Grove	NY	11755	(631) 333-7864
Quality Hearing Instruments LLC	1992 Saranac Ave Suite 1	Lake Placid	NY	12946	(855) 485-3646
A.S.F. Hearing Aid Centers, Inc	2065 Boston Post Road	Larchmont	NY	10538	(914) 834-0130
Bainbridge, LLC	110 West Main St Unit 2	Leroy	NY	14482	(844) 791-1830
Universal Hearing, LLC	64 E Sunrise Highway	Lindenhurst	NY	11757	(855) 277-5151
Bleich, Inc.	12 Market St Front	Lockport	NY	14094	(716) 434-0304
Quality Hearing Instruments LLC	3372 State Road, A3	Malone	NY	12953	(877) 213-5703
Universal Hearing, LLC	400 Rte 211 E Suite 9A	Middletown	NY	10940	(845) 344-1960
A.S.F. Hearing Aid Centers, Inc	1739 E Main St	Mohegan Lake	NY	10547	(914) 214-8190
Universal Hearing, LLC	426 Market Street Unit 12	Nanuet	NY	10954	(845) 627-0023
Quality Hearing Instruments LLC	4848 Commercial Dr Suite 700	New Hartford	NY	13413	(315) 732-7523
Bainbridge, LLC	833 W. Union Street	Newark	NY	14513	(877) 590-1586
Bleich, Inc.	8404 Niagara Falls Blvd	Niagara Falls	NY	14304	(716) 298-8976
Quality Hearing Instruments LLC	1 Virginia Lane	Norwich	NY	13815	(607) 373-3810
Universal Hearing, LLC	2995 Long Beach Road	Oceanside	NY	11572	(877) 220-2524
Quality Hearing Instruments LLC	120 Chimney Point Drive Bld1	Ogdensburg	NY	13669	(315) 713-4793
Bleich, Inc.	1909 West State Street	Olean	NY	14760	(716) 372-2671
Quality Hearing Instruments LLC	440 A Main St	Oneonta	NY	13820	(607) 436-9368
Bainbridge, LLC	16 East Utica St. Suite B	Oswego	NY	13126	(833) 349-0799
Bainbridge, LLC	145 Village Square Suite 103	Painted Post	NY	14870	(607) 937-5899
Bainbridge, LLC	2448 Route 54A	Penn Yan	NY	14527	(844) 831-7048
Quality Hearing Instruments LLC	49 Smithfield Blvd	Plattsburgh	NY	12901	(518) 561-0080
A.S.F. Hearing Aid Centers, Inc	511 Boston Post Rd	Port Chester	NY	10573	(914) 517-0948
Quality Hearing Instruments LLC	959 State Route 9	Queensbury	NY	12804	(518) 792-8747
Quality Hearing Instruments LLC	501 Columbia Turnpike, Ste 64	Rensselaer	NY	12144	(518) 479-0298
Universal Hearing, LLC	209 W Main St Unit 203	Riverhead	NY	11901	(833) 948-0366
Bainbridge, LLC	1570 W Ridge Rd	Rochester	NY	14615	(866) 984-0773
Bainbridge, LLC	100 Market Place Dr Suite 325	Rochester	NY	14623	(585) 272-1344
McNamara's Hearing Solutions, LLC	253 Rockhill Drive	Rockhill	NY	12775	(855) 942-4837
Quality Hearing Instruments LLC	823 Black River Blvd	Rome	NY	13440	(315) 337-4532
Quality Hearing Instruments LLC	90 W. Campbell Rd.	Rotterdam	NY	12306	(518) 370-5277
Quality Hearing Instruments LLC	8 Circular Street	Saratoga Springs	NY	12866	(518) 886-1016
A.S.F. Hearing Aid Centers, Inc	249 Route 202	Somers	NY	10589	(914) 617-9629
Universal Hearing, LLC	2795 Richmond Av, Unit 2783	Staten Island	NY	10314	(718) 370-8544
Universal Hearing, LLC	78 Todt Hill Road Suite 202	Staten Island	NY	10314	(718) 816-0612
Bleich, Inc.	1612 Niagara Falls Blvd	Tonawanda	NY	14150	(716) 832-7203
Quality Hearing Instruments LLC	830 Hoosick Rd	Troy	NY	12180	(518) 286-6722
Quality Hearing Instruments LLC	50 Auert Ave 15	Utica	NY	13502	(315) 738-2922
Universal Hearing, LLC	374 Route 32, Suite 1500	Vails Gate	NY	12584	(845) 566-1104
Bainbridge, LLC	407 Commerce Dr Unit 100	Victor	NY	14564	(877) 592-1671
A.S.F. Hearing Aid Centers, Inc	1383 Route 9	Wappingers Falls	NY	12590	(845) 632-3447
Quality Hearing Instruments LLC	21290 County Route 202 Ste 4	Watertown	NY	13601	(315) 629-5384

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Bainbridge, LLC	1900 Empire Blvd	Webster	NY	14580	(877) 298-4995
Bainbridge, LLC	3800 Railroad Ave Suite 3	Williamson	NY	14589	(855) 385-9743
Bleich, Inc.	4401 Transit Rd	Williamsville	NY	14221	(716) 632-0934
A.S.F. Hearing Aid Centers, Inc	2150 Central Ave	Yonkers	NY	10710	(914) 377-1081
Resolve Hearing, Inc.	32818 Walker Rd, Ste E7	Avon Lake	OH	44012	(440) 961-0075
Danab LLC	7401 Market St	Boardman	OH	44512	(330) 758-0587
Resolve Hearing, Inc.	9417 Broadview Rd	Broadview Heights	OH	44147	(877) 327-0157
C & D McClusky, Ltd.	4351 Dressler Rd NW	Canton	OH	44718	(330) 305-1859
Indiana Hearing, LLC	401 Myers Road, Ste 4	Celina	OH	45822	(877) 460-3714
Indiana Hearing, LLC	100 Stadium Dr. Suite E	Defiance	OH	43512	(419) 782-1161
Resolve Hearing, Inc.	833 E. Broad St Unit #2	Elyria	OH	44035	(440) 324-6460
C & D McClusky, Ltd.	2950 W Market St, Ste L	Fairlawn	OH	44333	(330) 835-1660
Indiana Hearing, LLC	2033 Tiffin Ave, Ste B	Findlay	OH	45840	(419) 423-9840
Indiana Hearing, LLC	3000 Elida Rd	Lima	OH	45805	(419) 331-5965
Resolve Hearing, Inc.	1680 Cooper Foster Park Rd. W	Lorain	OH	44053	(440) 538-0703
Perri Hearing Aid Services, LLC	2147 Stumbo Rd.	Mansfield	OH	44906	(844) 470-5717
Resolve Hearing, Inc.	6065 Mayfield Rd	Mayfield Heights	OH	44124	(440) 446-0315
Resolve Hearing, Inc.	5010 Grande Shops Ave J-1	Medina	OH	44256	(330) 952-2755
Resolve Hearing, Inc.	7529 Mentor Ave	Mentor	OH	44060	(440) 974-8719
Resolve Hearing, Inc.	6879 A Southland Drive	Middleburg Heights	OH	44130	(440) 842-3047
Resolve Hearing, Inc.	15065 Kinsman Rd, Ste 2	Middlefield	OH	44062	(440) 705-6431
Resolve Hearing, Inc.	23420 Lorain Rd Ste C	North Olmsted	OH	44070	(440) 979-1863
C & D McClusky, Ltd.	3725 S Cleveland Massillon Rd	Norton	OH	44203	(330) 706-0446
Shoreline Hearing, LLC	19 E. Main	Norwalk	OH	44857	(419) 742-4286
C & D McClusky, Ltd.	2637 State Rt 59	Ravenna	OH	44266	(330) 297-7666
Danab LLC	50841 Valley Plaza Drive	Saint Clairsville	OH	43950	(740) 695-8374
Shoreline Hearing, LLC	4920 Milan Rd	Sandusky	OH	44870	(419) 624-0336
Resolve Hearing, Inc.	6440 Som Center Rd.	Solon	OH	44139	(440) 287-1657
C & D McClusky, Ltd.	161 Northwest Ave, Ste 102	Tallmadge	OH	44278	(330) 633-4890
Perri Hearing Aid Services, LLC	1560 West Market St.	Tiffin	OH	44883	(419) 529-4474
Indiana Hearing, LLC	6975 W Central Ave Ste C	Toledo	OH	43617	(855) 514-0104
Indiana Hearing, LLC	1155 Westwood Drive	Van Wert	OH	45891	(877) 883-0143
Danab LLC	1867 Niles Courtland Rd NE	Warren	OH	44484	(330) 856-1886
Resolve Hearing, Inc.	680 Woodland Ave.	Wooster	OH	44691	(330) 621-0602
Health Services Oklahoma, LLC	111 E 12th St	Ada	OK	74820	(405) 212-4514
Health Services Oklahoma, LLC	1204 North Grady	Altus	OK	73521	(580) 560-2167
Health Services Oklahoma, LLC	2502 Crossroads Suite C	Ardmore	OK	73401	(580) 798-3599
Health Services Oklahoma, LLC	3019 SE Washington Blvd	Bartlesville	OK	74006	(539) 202-2997
Health Services Oklahoma, LLC	12345 South Memorial Dr	Bixby	OK	74008	(918) 248-0129
Health Services Oklahoma, LLC	2005 W Kenosha St	Broken Arrow	OK	74012	(918) 286-3500
Health Services Oklahoma, LLC	2127 S. 4th St	Chickasha	OK	73018	(405) 448-5131
Health Services Oklahoma, LLC	1906 Gary Blvd Suite D	Clinton	OK	73601	(208) 933-3333
Health Services Oklahoma, LLC	701 West Main St.	Duncan	OK	73533	(580) 215-7783
Health Services Oklahoma, LLC	3617 E 2nd Street	Edmond	OK	73034	(405) 301-8031
Health Services Oklahoma, LLC	121 S Main St	Elk City	OK	73644	(580) 701-2010
Health Services Oklahoma, LLC	5503 W. Owen K Garriott Rd	Enid	OK	73703	(580) 781-4023
Health Services Oklahoma, LLC	14 Oak St	Eufaula	OK	74432	(918) 618-6083

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Health Services Oklahoma, LLC	307 Center St	Grove	OK	74344	(918) 791-6565
Health Services Oklahoma, LLC	807 East A St, Ste 117	Jenks	OK	74037	(918) 995-2222
Health Services Oklahoma, LLC	5121 NW Cache Rd	Lawton	OK	73505	(580) 699-2654
Health Services Oklahoma, LLC	23 E Choctaw Suite 3	McAlester	OK	74501	(918) 558-2580
Health Services Oklahoma, LLC	1033 SW 19th ST	Moore	OK	73160	(405) 735-9932
Health Services Oklahoma, LLC	1601 W Okmulgee St	Muskogee	OK	74401	(918) 248-0126
Health Services Oklahoma, LLC	630 24th Ave SW Suite 630	Norman	OK	73069	(405) 253-0864
Health Services Oklahoma, LLC	4225 W. Memorial	Oklahoma City	OK	73134	(405) 213-1177
Health Services Oklahoma, LLC	5700 SE 74 St Suite 200	Oklahoma City Midwest	OK	73135	(405) 455-3029
Health Services Oklahoma, LLC	9045 N. 121st Avenue, Ste 1100	Owasso	OK	74055	(918) 248-0144
Health Services Oklahoma, LLC	205 W Hartford Ave Suite 128	Ponca City	OK	74601	(918) 762-9057
Health Services Oklahoma, LLC	3929 N. Kickapoo Ave	Shawnee	OK	74804	(405) 395-4766
Health Services Oklahoma, LLC	2320 N. Perkins Rd	Stillwater	OK	74075	(405) 533-3301
Health Services Oklahoma, LLC	7103 S Yale Ave	Tulsa	OK	74136	(918) 894-4000
Health Services Oklahoma, LLC	2220 Oklahoma Ave suite #201,	Woodward	OK	73801	(580) 377-3608
Health Services Oklahoma, LLC	4301 N Sara Rd, Ste 104	Yukon	OK	73099	(405) 265-2120
Miracle-Ear/Health Services	617 Hickory Street NW, Ste 140	Albany	OR	97321	(541) 801-3326
Miracle-Ear/Health Services	2021 Washington Ave	Baker City	OR	97814	(503) 406-1172
Miracle-Ear/Health Services	8845 SW Cascade Ave, Ste 120	Beaverton	OR	97008	(971) 274-1101
Secure Hearing Health Care LLC	404 NE Greenwood Ave Suite 100	Bend	OR	97701	(541) 330-5503
Miracle-Ear/Health Services	16289 US-101 Suite B	Brookings	OR	97415	(458) 268-7118
Secure Hearing Health Care LLC	17 S Alder Ave	Burns	OR	97720	(844) 951-2011
Miracle-Ear/Health Services	8800 SE Sunnyside Rd Suite 224	Clackamas	OR	97015	(503) 563-7789
Miracle-Ear/Health Services	113 East Main Street	Enterprise	OR	97828	(503) 406-1264
Miracle-Ear/Health Services	3007 North Delta Hwy, Ste 204	Eugene	OR	97408	(541) 230-9434
Miracle-Ear/Health Services	2775 Hwy 101 Suite B	Florence	OR	97439	(541) 902-5177
Miracle-Ear/Health Services	953 SE 7th St	Grants Pass	OR	97526	(541) 474-4592
Miracle-Ear/Health Services	3030 NE Hogan Drive Suite F	Gresham	OR	97030	(360) 571-9077
Miracle-Ear/Health Services	955 SE 4th St. Suite B	Hermiston	OR	97838	(503) 406-1404
Miracle-Ear/Health Services	1406 12th St. Suite 104	Hood River	OR	97031	(541) 716-4346
Miracle-Ear/Health Services	1891 B Avalon St. Suite B	Klamath Falls	OR	97601	(541) 230-9524
Miracle-Ear/Health Services	111 Elm St	La Grande	OR	97850	(541) 663-4097
Miracle-Ear/Health Services	31 E Ash St.	Lebanon	OR	97355	(541) 223-5516
Miracle-Ear/Health Services	4079 A Logan Road	Lincoln City	OR	97367	(541) 418-0145
Secure Hearing Health Care LLC	621 S. 5th St. Ste 102	Madras	OR	97741	(888) 676-1233
Miracle-Ear/Health Services	540 NE Highway 99 West, Ste C	McMinnville	OR	97128	(971) 261-0545
Miracle-Ear/Health Services	1380 Biddle Rd, Ste C	Medford	OR	97504	(541) 500-0717
Miracle-Ear/Health Services	1217 North Coast Hwy Suite D	Newport	OR	97365	(503) 379-0150
Miracle-Ear/Health Services	1938 Newmark Street	North Bend	OR	97459	(541) 435-0357
Miracle-Ear/Health Services	1636 E. Idaho Ave Suite 102	Ontario	OR	97914	(541) 709-5007
Miracle-Ear/Health Services	427 Beavercreek Rd.	Oregon City	OR	97045	(971) 204-8348
Miracle-Ear/Health Services	29 SW Dorion Ave	Pendleton	OR	97801	(503) 379-0166
Miracle-Ear/Health Services	650 NE Holladay St Suite 1617	Portland	OR	97232	(503) 226-3086
Secure Hearing Health Care LLC	682 NW 3rd Street	Prineville	OR	97754	(888) 609-0435
Secure Hearing Health Care LLC	708 SW Deschutes Ave Suite 2	Redmond	OR	97756	(844) 423-8781
Miracle-Ear/Health Services	2225 NW Stewart Pkwy, Ste 100	Roseburg	OR	97471	(541) 238-9500
Miracle-Ear/Health Services	1221 23rd St SE, Ste 160	Salem	OR	97302	(503) 374-1600

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Miracle-Ear/Health Services	2505 Main Ave N, Ste C	Tillamook	OR	97141	(541) 230-9455
Miracle-Ear/Health Services	173 S. Hwy 101	Warrenton	OR	97146	(503) 861-2470
Acuity Hearing Aids	240 N 7th St, Ste 100	Akron	PA	17501	(717) 859-4944
Lehigh Valley Hearing, LLC	3130 W Tilghman St	Allentown	PA	18104	(610) 776-2266
Your Best Hearing, LLC	14 Greenfield Ave	Ardmore	PA	19003	(484) 416-3194
New Age Hearing Aids, Inc.	250 Rockhill Dr	Bensalem	PA	19020	(215) 322-4240
Professional Hearing Solutions, LLC	134 Pilgrim Way	Brodheadsville	PA	18322	(877) 325-1214
Lehigh Valley Hearing, LLC	202 S. 3rd.Street	Coopersburg	PA	18036	(866) 335-1628
Your Best Hearing, LLC	719 E Lancaster Ave, Suite 713	Downingtown	PA	19335	(484) 786-9893
Hear Clear, Inc.	4409 West Swamp Rd	Doylestown	PA	18901	(267) 406-4697
McNamara's Hearing Solutions, LLC	1124 Meade Street	Dunmore	PA	18512	(570) 344-5311
Your Best Hearing, LLC	104A West Germantown Pike	East Norriton Townsh	PA	19401	(610) 277-5688
Lehigh Valley Hearing, LLC	123 S. 22nd St, Ste 103	Easton	PA	18042	(877) 250-5992
Lehigh Valley Hearing, LLC	1325 E Chestnut Street	Emmaus	PA	18049	(610) 965-4327
A & M Hearing, Ltd.	1611 Peach St, Ste 95	Erie	PA	16501	(814) 459-2350
McNamara's Hearing Solutions, LLC	2515 Route 6 Suite C	Hawley	PA	18428	(570) 226-7500
Luzerne County Hearing, LLC	588 Susquehanna Blvd, Unit 2	Hazle Township	PA	18202	(570) 751-5342
Lehigh Valley Hearing, LLC	427 Main St	Hellertown	PA	18055	(610) 838-6637
A & M Hearing, Ltd.	3174 E State St	Hermitage	PA	16148	(724) 342-7989
Kamaka Hearing Aids, LLC	915 Washington St	Huntingdon	PA	16652	(814) 643-6570
Your Best Hearing, LLC	747 W. Cypress Street	Kennett Square	PA	19348	(610) 444-3974
Acuity Hearing Aids	1547 Manheim Pike	Lancaster	PA	17601	(717) 293-0888
Hear Clear, Inc.	106 N Flowers Mill Rd	Langhorne	PA	19047	(215) 752-1900
Hear Clear, Inc.	51 N Towamencin Av	Lansdale	PA	19446	(215) 368-2800
Luzerne County Hearing, LLC	195 Blakslee Blvd. Dr. E	Lehighton	PA	18235	(610) 377-7688
New Age Hearing Aids, Inc.	1249 Woodbourne Road	Levittown	PA	19057	(215) 946-7230
Your Best Hearing, LLC	33 W. Ridge Pike, Suite 327	Limerick Township	PA	19468	(484) 902-8454
KHIC, Inc.	2791 Leechburg Rd, Ste B	Lower Burrell	PA	15068	(724) 339-9630
Med Hearing LLC	3515 Washington Rd Suite 566	McMurray	PA	15317	(724) 250-9140
A & M Hearing, Ltd.	10998 S Perry Hwy	Meadville	PA	16335	(814) 336-3389
McNamara's Hearing Solutions, LLC	103 Roberts Lane Suite 2	Milford	PA	18337	(570) 296-6294
Kamaka Hearing Aids, LLC	266 Hogan Blvd	Mill Hall	PA	17751	(570) 748-3877
Precision Hearing Instruments, Inc	405 Grow Street	Montrose	PA	18801	(855) 269-6376
Luzerne County Hearing, LLC	36 East Locust Street	Nesquehoning	PA	18240	(877) 379-2759
Med Hearing LLC	2807 Wilmington Rd, Ste D	New Castle	PA	16105	(724) 652-9821
Lehigh Valley Hearing, LLC	1935 Center Street	Northampton	PA	18067	(833) 412-1974
Luzerne County Hearing, LLC	661 C Delaware Ave.	Palmerton	PA	18071	(610) 824-3500
Your Best Hearing, LLC	37 Leopard Rd, Ste D-14	Paoli	PA	19301	(484) 320-8940
Lehigh Valley Hearing, LLC	1343 Blue Valley Dr.	Pen Argyl	PA	18072	(610) 588-3383
Salana Inc	1900 Grant Ave, Unit B	Philadelphia	PA	19115	(215) 745-9411
Salana Inc	47A Snyder Avenue	Philadelphia	PA	19148	(215) 755-0600
Salana Inc	7727 Germantown Ave, Ste 110	Philadelphia	PA	19118	(215) 220-3394
Hear Clear, Inc.	231 W Broad St	Quakertown	PA	18951	(215) 536-3883
Precision Hearing Instruments, Inc	237 Desmond Street	Sayre	PA	18840	(570) 731-4494
McNamara's Hearing Solutions, LLC	1755 N. Keyser Avenue	Scranton	PA	18508	(570) 343-1914
Kamaka Hearing Aids, LLC	131 Rolling Ridge Dr	State College	PA	16801	(814) 237-3799
Professional Hearing Solutions, LLC	1619 N.9th Street,	Stroudsburg	PA	18360	(570) 476-9949

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Precision Hearing Instruments, Inc	1239 Golden Mile Rd, Ste 101,	Towanda	PA	18848	(570) 265-5839
Luzerne County Hearing, LLC	230 West Tioga St Suite 6	Tunkhannock	PA	18657	(272) 221-9035
McCandless Enterprises, LLC	650 Morgantown Rd	Uniontown	PA	15401	(724) 439-8900
Luzerne County Hearing, LLC	350 S Best Ave.	Walnutport	PA	18088	(610) 767-6722
Med Hearing LLC	11 West Maiden St	Washington	PA	15301	(866) 259-5041
Your Best Hearing, LLC	1205 W Chester Pike Suite 1	West Chester	PA	19382	(484) 301-3151
Luzerne County Hearing, LLC	262 East End Centre	Wilkes Barre	PA	18702	(570) 824-7293
Hear Clear, Inc.	101 E. Moreland Road	Willow Grove	PA	19090	(215) 784-9187
Acuity Hearing Aids	226 Willow Valley Lakes Dr, Ste E	Willow Street	PA	17584	(717) 464-4490
New England Sound, LLC	591 Taunton Ave	East Providence	RI	2941	(401) 350-8523
New England Sound, LLC	881 West Main Rd	Middletown	RI	2842	(401) 619-0002
New England Sound, LLC	1650 Mineral Spring Ave Unit D	North Providence	RI	2904	(401) 353-1874
New England Sound, LLC	36 South County Commons Way	South Kingstown	RI	2879	(401) 783-0561
New England Sound, LLC	300 Quaker Lane Suite C15	Warwick	RI	2886	(401) 821-0128
New England Sound, LLC	93 Granite St	Westerly	RI	2891	(401) 348-3019
South Atlantic Hearing LLC	4120 Clemson Blvd, Ste A	Anderson	SC	29621	(864) 226-7742
South Atlantic Hearing LLC	5208 Calhoun Memorial Hwy SteB	Easley	SC	29640	(864) 442-5551
South Atlantic Hearing LLC	100 Stone Village Dr, # 104-A	Fort Mill	SC	29708	(803) 579-1379
South Atlantic Hearing LLC	477 Haywood Rd, Ste H	Greenville	SC	29607	(864) 297-8440
South Atlantic Hearing LLC	670 Hwy 72 Bypass NW	Greenwood	SC	29649	(864) 223-2581
South Atlantic Hearing LLC	242 W. Wade Hampton Blvd	Greer	SC	29650	(864) 551-0921
South Atlantic Hearing LLC	108 N. Woodland Dr, Ste E	Lancaster	SC	29720	(803) 283-4594
South Atlantic Hearing LLC	739 Galleria Blvd, Ste 108	Rock Hill	SC	29730	(803) 324-2100
South Atlantic Hearing LLC	15887 Wells Highway	Seneca	SC	29678	(864) 882-7474
South Atlantic Hearing LLC	246 E. Blackstock Rd., Suite C	Spartanburg	SC	29301	(864) 576-7004
Sound Solutions Hearing Ctrs of Dakota L	901 6th Ave SE Suite 101	Aberdeen	SD	57401	(605) 226-3352
Sound Solutions Hearing Ctrs of Dakota L	1024 6th Street	Brookings	SD	57006	(877) 425-1593
Sound Solutions Hearing Ctrs of Dakota L	207 Egan Ave	Madison	SD	57042	(877) 204-5854
Sound Solutions Hearing Ctrs of Dakota L	300 West 1ST Ave	Mitchell	SD	57301	(844) 518-3236
Hear Again, Inc.	713 Mountain View Rd	Rapid City	SD	57702	(605) 343-9262
Sound Solutions Hearing Ctrs of Dakota L	2101 W 41St St, Ste 11	Sioux Falls	SD	57105	(605) 334-5771
Sound Solutions Hearing Ctrs of Dakota L	205 Orchard Dr	Sisseton	SD	57262	(855) 272-4066
Sound Solutions Hearing Ctrs of Dakota L	100 South Maple St, Ste 202	Watertown	SD	57201	(800) 888-1657
Sound Solutions Hearing Ctrs of Dakota L	610 West 23rd Street	Yankton	SD	57078	(844) 238-4810
Mid-South Hearing, LLC	115 Highway 641 South	Camden	TN	38320	(855) 993-5895
Listen Hear LLC	2120 Northgate Park Ln, Ste302	Chattanooga	TN	37415	(423) 498-9862
Listen Hear LLC	1726 Gunbarrel Rd. STE 180	Chattanooga	TN	37421	(423) 892-8510
Listen Hear LLC	2080 Chambliss Ave NW Suite 5	Cleveland	TN	37311	(855) 521-9029
Osborne Hearing Systems, Inc.	1617 Hatcher Ln	Columbia	TN	38401	(931) 388-8595
Valley Healthcare, LLC	303 N. Oak Ave	Cookeville	TN	38501	(844) 306-9067
Valley Healthcare, LLC	998 N Main St, Ste 103	Crossville	TN	38555	(931) 456-5995
Listen Hear LLC	100 Academy St Unit B	Dickson	TN	37055	(888) 123-4567
Mid-South Hearing, LLC	575 Mall Blvd L-1	Dyersburg	TN	38024	(844) 408-0461
Listen Hear LLC	206 Cool Springs Blvd	Franklin	TN	37067	(615) 550-5759
Listen Hear LLC	529 Hartsville Pike	Gallatin	TN	37066	(866) 969-3142
Valley Healthcare, LLC	540 Tusculum Blvd	Greeneville	TN	37745	(423) 638-4158
Listen Hear LLC	132 Maple Row Blvd, Ste 430	Hendersonville	TN	37075	(615) 859-5969

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Mid-South Hearing, LLC	2021 Greystone Square	Jackson	TN	38305	(844) 217-5733
Valley Healthcare, LLC	109 Broyles St, Ste C	Johnson City	TN	37601	(423) 232-6060
Valley Healthcare, LLC	1101 E. Stone Dr. Suite 103-A	Kingsport	TN	37660	(423) 246-8990
Valley Healthcare, LLC	4939 Millertown Pike	Knoxville	TN	37917	(844) 711-9138
Valley Healthcare, LLC	8331 E Walker Springs Lane 103	Knoxville	TN	37923	(865) 470-7866
Listen Hear LLC	115 N Castle Heights Ave #101	Lebanon	TN	37087	(615) 443-3799
Valley Healthcare, LLC	1101 E Lamar Alexander Parkway	Maryville	TN	37804	(865) 567-7053
Valley Healthcare, LLC	2833 W Andrew Johnson Hwy, # 1	Morristown	TN	37814	(423) 581-8878
Osborne Hearing Systems, Inc.	151 Heritage Park Drive, Ste 303	Murfreesboro	TN	37129	(615) 890-6219
Listen Hear LLC	4825 Trousdale Drive Suite 209	Nashville	TN	37220	(615) 942-0520
Listen Hear LLC	7041 Highway 70 S Suite 101	Nashville	TN	37221	(888) 123-5678
Valley Healthcare, LLC	681 Emory Valley Rd Suite C	Oak Ridge	TN	37830	(865) 272-5025
Mid-South Hearing, LLC	60 Fairgrounds Rd	Paris	TN	38242	(888) 981-4791
Valley Healthcare, LLC	175 Summit Dr	Rogersville	TN	37857	(423) 921-9012
Mid-South Hearing, LLC	195 Enoch Boulevard	Savannah	TN	38372	(844) 342-8840
Valley Healthcare, LLC	216 Phoenix Court, Ste C	Seymour	TN	37865	(865) 577-3500
Valley Healthcare, LLC	414 E Broad St	Smithville	TN	37166	(855) 695-0300
Listen Hear LLC	2008 Memorial Blvd Suite 2021H	Springfield	TN	37172	(877) 508-0075
Osborne Hearing Systems, Inc.	363 W Lincoln	Tullahoma	TN	37388	(931) 393-3900
Mid-South Hearing, LLC	1720 E Reelfoot Av	Union City	TN	38261	(866) 420-5485
Billedeaux Hearing Center, L.L.C.	6755 Phelan Blvd, Ste 22	Beaumont	TX	77706	(409) 839-4900
Billedeaux Hearing Center, L.L.C.	1413 South Highway 69	Nederland	TX	77627	(409) 237-0707
Billedeaux Hearing Center, L.L.C.	4500 Summerhill Rd	Texarkana	TX	75503	(903) 838-3093
HL Hearing, Inc.	190 West 100 South	Bountiful	UT	84010	(801) 407-4130
Health Services Utah, LLC	50 W Forest St Suite 101	Brigham City	UT	84302	(800) 698-3277
Ideal Hearing Solutions LLC	1870 N Main, Ste 101	Cedar City	UT	84720	(435) 586-2292
HL Hearing, Inc.	11762 South State St, Ste 160	Draper	UT	84020	(801) 896-9322
Thurston Enterprises, Inc.	99 S Main	Ephraim	UT	84627	(855) 603-4041
Health Services Utah Holdings, LLC	114 South 200 West	Heber City	UT	84032	(801) 435-1396
Health Services Utah, LLC	186 North 100 East	Kaysville	UT	84037	(385) 506-2160
Thurston Enterprises, Inc.	179 N 1200 E, Ste 103	Lehi	UT	84043	(877) 210-8174
Health Services Utah, LLC	135 N Main, Ste 108	Logan	UT	84321	(435) 750-5577
HL Hearing, Inc.	5261 South State St	Murray	UT	84107	(844) 569-3945
Thurston Enterprises, Inc.	230 N. Cedar Hills Dr	Price	UT	84501	(844) 514-9579
Thurston Enterprises, Inc.	682 N 500 W	Provo	UT	84601	(801) 224-9444
Thurston Enterprises, Inc.	65 South 100 East	Richfield	UT	84701	(855) 419-1437
Health Services Utah, LLC	1088 West Riverdale Rd	Riverdale	UT	84405	(801) 392-5350
Health Services Utah Holdings, LLC	855 East 200 North #4	Roosevelt	UT	84066	(801) 435-1389
Ideal Hearing Solutions LLC	616 S River Rd, Ste 210	Saint George	UT	84790	(435) 673-8743
Thurston Enterprises, Inc.	741 N Main	Spanish Fork	UT	84660	(844) 551-5968
Thurston Enterprises, Inc.	300 S Main	Tooele	UT	84074	(866) 648-9552
Health Services Utah Holdings, LLC	91 North 100 W	Vernal	UT	84078	(801) 435-1382
Listen Hear LLC	432 East Main St	Abingdon	VA	24210	(844) 839-6232
Listen Hear LLC	801 South College Ave. Suite 2	Bluefield	VA	24605	(304) 324-8358
Listen Hear LLC	4321 Lee Highway, Suite 6	Bristol	VA	24202	(276) 645-0823
South Atlantic Hearing LLC	1758 Rio Hill Center	Charlottesville	VA	22901	(434) 973-2388
South Atlantic Hearing LLC	801 Volvo Parkway, #128	Chesapeake	VA	23320	(757) 420-8645

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
South Atlantic Hearing LLC	625 Southpark Blvd.	Colonial Heights	VA	23834	(804) 526-2364
South Atlantic Hearing LLC	763 Madison Rd., Suite 207	Culpeper	VA	22701	(540) 881-0179
South Atlantic Hearing LLC	10560 Main St. Suite 606	Fairfax	VA	22030	(866) 990-2196
South Atlantic Hearing LLC	6565 Arlington Blvd, Suite 503	Falls Church	VA	22042	(844) 234-0931
South Atlantic Hearing LLC	3603 Plank Rd	Fredericksburg	VA	22407	(540) 786-1102
South Atlantic Hearing LLC	7430 Heritage Village Dr. #102	Gainesville	VA	20155	(844) 683-3368
South Atlantic Hearing LLC	182 Neff Avenue Suite 9	Harrisonburg	VA	22801	(540) 830-2042
South Atlantic Hearing LLC	7156 Mechanicsville Turnpike	Mechanicsville	VA	23111	(804) 740-0859
South Atlantic Hearing LLC	10817 Warwick Blvd	Newport News	VA	23601	(757) 825-9477
South Atlantic Hearing LLC	143 West Little Creek Rd, Ste8	Norfolk	VA	23505	(757) 418-9042
Listen Hear LLC	540B Park Ave	Norton	VA	24273	(877) 319-1101
South Atlantic Hearing LLC	3300 Tyre Neck Rd	Portsmouth	VA	23703	(757) 966-5780
South Atlantic Hearing LLC	9101 Midlothian Turnpike, Ste 625	Richmond	VA	23235	(804) 378-9957
South Atlantic Hearing LLC	9738 Gayton Road	Richmond	VA	23238	(804) 264-4920
South Atlantic Hearing LLC	6506 Loisdale Road Suite 106	Springfield	VA	22150	(703) 888-3425
South Atlantic Hearing LLC	1027 Richmond Ave, Ste 107	Staunton	VA	24401	(540) 886-4490
South Atlantic Hearing LLC	2 Pidgeon Hill Dr., Suite 150	Sterling	VA	20165	(571) 325-2424
South Atlantic Hearing LLC	910 N. Main St, Ste 15	Suffolk	VA	23434	(757) 418-9043
South Atlantic Hearing LLC	1834 Tappahannock Blvd	Tappahannock	VA	22560	(804) 466-1919
South Atlantic Hearing LLC	624 Independence Blvd., #105	Virginia Beach	VA	23462	(757) 687-6643
South Atlantic Hearing LLC	5251 John Tyler Hwy., Ste 19	Williamsburg	VA	23185	(757) 378-3289
South Atlantic Hearing LLC	1455 Old Bridge Rd., Suite 202	Woodbridge	VA	22192	(703) 910-4757
Listen Hear LLC	2851 Carrollton Pike Ste 4A	Woodlawn	VA	24381	(877) 862-0151
Listen Hear LLC	325 East Main St, Ste A	Wytheville	VA	24382	(276) 228-5800
Saylor Enterprises, Inc.	856 US Route 302 Suite 4	Barre	VT	5641	(802) 476-8811
Quality Hearing Instruments LLC	231 North Street Suite 1	Bennington	VT	5201	(802) 442-0119
Saylor Enterprises, Inc.	29 Sunset Dr	Morrisville	VT	5661	(888) 589-8811
Quality Hearing Instruments LLC	474 Holiday Drive, Ste 400	Rutland	VT	5701	(855) 341-4507
Quality Hearing Instruments LLC	62 Merchants Row Unit 105	Williston	VT	5495	(802) 872-9700
Miracle-Ear/Health Services	323 B Wishkah Blvd	Aberdeen	WA	98520	(360) 667-5888
Health Services Seattle, LLC	17432 Smokey Point Blvd, #103	Arlington	WA	98223	(360) 283-5030
Health Services Seattle, LLC	721 M St NE, Ste 104	Auburn	WA	98002	(253) 939-3200
Health Services Seattle, LLC	325 Tormey Lane NE Suite 144	Bainbridge Island	WA	98110	(206) 602-2675
Health Services Seattle, LLC	15600 NE 8th, Ste A-2	Bellevue	WA	98008	(425) 644-7859
Hearing Specialties, LLC	410 W Bakerview, Ste 113	Bellingham	WA	98226	(360) 647-9162
Miracle-Ear/Health Services	1527 NW Louisiana Ave	Chehalis	WA	98532	(360) 262-4269
Miracle-Ear/Health Services	298 S Main St Suite 209	Colville	WA	99114	(509) 685-0799
Miracle-Ear/Health Services	1011 N Alder	Ellensburg	WA	98926	(986) 497-3078
Health Services Seattle, LLC	1150 Cole Street	Enumclaw	WA	98022	(360) 802-3025
Health Services Seattle, LLC	10121 Evergreen Way, Ste 24	Everett	WA	98204	(425) 423-8616
Health Services Seattle, LLC	32020 1st Ave South Suite 105	Federal Way	WA	98003	(425) 365-4965
Health Services Seattle, LLC	91 Maple Ave Office 1	Forks	WA	98331	(360) 963-4238
Health Services Seattle, LLC	6950 Kimball Dr	Gig Harbor	WA	98335	(253) 432-8186
Health Services Seattle, LLC	22510 SE 64th Place Ste 130	Issaquah	WA	98027	(425) 654-5984
Miracle-Ear/Health Services	7903 W Grandridge Blvd, Ste N	Kennewick	WA	99336	(509) 581-2124
Hearing, Inc.	1110 College Street SE, Ste A	Lacey	WA	98503	(360) 923-0464
Northwest Hearing Aid Consultants, Inc.	812 Ocean Beach Hwy, Ste 300	Longview	WA	98632	(360) 423-6700

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Health Services Seattle, LLC	18500 33rd Ave W, Ste D2	Lynnwood	WA	98037	(425) 771-8350
Health Services Seattle, LLC	23836 222nd Pl. SE Suite 104	Maple Valley	WA	98038	(425) 654-4427
Health Services Seattle, LLC	211 W Hill St	Monroe	WA	98272	(360) 799-5189
Miracle-Ear/Health Services	118 W. 4th Ave	Moses Lake	WA	98837	(509) 764-0096
Miracle-Ear/Health Services	506 Riverside Drive #B	Omak	WA	98841	(509) 846-7002
Health Services Seattle, LLC	618 S Peabody St Unit D	Port Angeles	WA	98362	(360) 452-9473
Health Services Seattle, LLC	219 B W. Pattison St	Port Hadlock	WA	98339	(360) 385-1610
Health Services Seattle, LLC	10317 122nd Street E Suite C	Puyallup	WA	98374	(253) 770-6120
Health Services Seattle, LLC	675 N Fifth Av, Suite 1B	Sequim	WA	98382	(360) 681-5100
Miracle-Ear/Health Services	116 W Railroad Ave Suite 106	Shelton	WA	98584	(360) 868-4487
Health Services Seattle, LLC	18336 Aurora Ave N. #112	Shoreline	WA	98133	(206) 533-1300
Health Services Seattle, LLC	2222 NW Bucklin Hill Rd, #103	Silverdale	WA	98383	(360) 307-8570
Health Services Seattle, LLC	18407 Pacific Ave S Suite 7	Spanaway	WA	98387	(253) 777-3975
Miracle-Ear/Health Services	4423 N Division St, Ste 4	Spokane	WA	99207	(509) 320-4294
Miracle-Ear/Health Services	615 N Sullivan Rd, Ste A-2	Spokane Valley	WA	99037	(509) 320-4322
Health Services Seattle, LLC	3702 S Fife St, Ste B107	Tacoma	WA	98409	(253) 472-1693
Health Services Seattle, LLC	674 Strander Blvd	Tukwila	WA	98188	(425) 204-9999
Miracle-Ear/Health Services	8101 NE Parkway Dr. Ste.G2	Vancouver	WA	98662	(360) 667-5792
Miracle-Ear/Health Services	3000 SE 164th Ave Suite 106	Vancouver	WA	98683	(360) 667-5969
Miracle-Ear/Health Services	1423 Plaza Way, Ste A	Walla Walla	WA	99362	(509) 524-8450
Miracle-Ear/Health Services	1118 N. Miller Street	Wenatchee	WA	98801	(509) 207-7557
Miracle-Ear/Health Services	910 Summitview Ave Suite 4A	Yakima	WA	98902	(509) 594-4694
Mid West Hearing, LLC	1510 Fremont St	Algoma	WI	54201	(844) 606-6586
Mid West Hearing, LLC	327 Superior St	Antigo	WI	54409	(715) 623-7119
Superior Hearing Systems, Inc	506A E Longview Dr	Appleton	WI	54911	(920) 731-6477
Mid West Hearing, LLC	315 Sanborn Ave Suite D	Ashland	WI	54806	(715) 685-9790
Mid West Hearing, LLC	622 State Road 136	Baraboo	WI	53913	(608) 405-6104
Mid West Hearing, LLC	809 Park Ave, Unit B	Beaver Dam	WI	53916	(920) 219-4394
Mid West Hearing, LLC	2030 Sutler Ave	Beloit	WI	53511	(608) 362-8889
Mid West Hearing, LLC	311 Hwy A, Ste 4	Black River Falls	WI	54615	(715) 235-3768
Chicago Hearing, LLC	15060 W Greenfield Ave Ste 100	Brookfield	WI	53005	(262) 789-5337
Mid West Hearing, LLC	424 2nd St	Chetek	WI	54728	(866) 944-6494
Mid West Hearing, LLC	218 Island St	Chippewa Falls	WI	54729	(715) 726-0931
Mid West Hearing, LLC	30 S Main St	Clintonville	WI	54929	(715) 823-5250
Mid West Hearing, LLC	9075 E Pioneer St.	Crandon	WI	54520	(715) 475-4560
Mid West Hearing, LLC	410 N Hwy 141	Crivitz	WI	54114	(715) 854-2482
Mid West Hearing, LLC	1134 N Johns Street	Dodgeville	WI	53533	(608) 829-3571
Mid West Hearing, LLC	309 Third Av West, Suite F	Durand	WI	54736	(715) 235-3191
Mid West Hearing, LLC	528 Hwy 70 W, Ste A	Eagle River	WI	54521	(715) 479-8934
Mid West Hearing, LLC	3509 Gateway Dr	Eau Claire	WI	54701	(715) 832-4327
Superior Hearing Systems, Inc	976 E. Johnson St - Suite 200	Fond Du Lac	WI	54935	(855) 269-7508
Mid West Hearing, LLC	1307 Madison Ave	Ft Atkinson	WI	53538	(888) 586-0513
Mid West Hearing, LLC	2154 S Ridge Rd	Green Bay	WI	54304	(920) 494-1060
Mid West Hearing, LLC	610 South St	Green Lake	WI	54941	(920) 896-2764
Chicago Hearing, LLC	7945 W. Layton Ave.	Greenfield	WI	53220	(414) 421-0556
Mid West Hearing, LLC	15858 2nd Street	Hayward	WI	54843	(715) 634-8736
Mid West Hearing, LLC	131 Carmichael Rd, Ste 204	Hudson	WI	54016	(888) 653-1695

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Mid West Hearing, LLC	2537 Milton Av	Janesville	WI	53545	(608) 757-0123
Chicago Hearing, LLC	5901 75th St, Ste 130	Kenosha	WI	53142	(262) 697-1951
Mid West Hearing, LLC	105 Lake Ave West	Ladysmith	WI	54848	(888) 694-0152
Mid West Hearing, LLC	15481 Commercial Rd	Lakewood	WI	54138	(866) 574-0339
Mid West Hearing, LLC	6692 Odana Rd	Madison	WI	53719	(833) 953-3003
Mid West Hearing, LLC	4664 E Washington AV	Madison	WI	53704	(877) 534-1206
Superior Hearing Systems, Inc	1011 Washington St, Ste 4	Manitowoc	WI	54220	(920) 686-0200
Mid West Hearing, LLC	3900 Hall Av, Ste D	Marinette	WI	54143	(855) 728-5251
Mid West Hearing, LLC	303 W Upham Suite 100	Marshfield	WI	54449	(715) 384-0944
Mid West Hearing, LLC	519 W Broadway	Medford	WI	54451	(715) 748-2002
Chicago Hearing, LLC	N84W15787 Menomonee Ave, Ste 6	Menomonee Falls	WI	53051	(855) 972-0994
Mid West Hearing, LLC	392 Red Cedar St	Menomonie	WI	54751	(855) 720-0983
Mid West Hearing, LLC	3300 E Main St.	Merrill	WI	54452	(715) 536-9320
Chicago Hearing, LLC	333 W Brown Deer Rd M	Milwaukee	WI	53217	(414) 358-0070
Mid West Hearing, LLC	9423 Highway J	Minocqua	WI	54548	(715) 358-6495
Mid West Hearing, LLC	1514 11th Street	Monroe	WI	53566	(608) 362-8889
Mid West Hearing, LLC	753 S. Knowles Ave Unit 3	New Richmond	WI	54017	(888) 716-1691
Chicago Hearing, LLC	1341 W Wisconsin Ave Suite 1A	Oconomowoc	WI	53066	(844) 508-9563
Mid West Hearing, LLC	251 N Main St	Oconto Falls	WI	54154	(866) 369-9283
Mid West Hearing, LLC	1840 E Main St	Onalaska	WI	54650	(608) 781-8576
Superior Hearing Systems, Inc	2040 W 9th Av, Ste 3	Oshkosh	WI	54904	(920) 235-1500
Mid West Hearing, LLC	698 4th Ave S	Park Falls	WI	54552	(715) 762-4306
Mid West Hearing, LLC	530 South Water Street Suite 3	Platteville	WI	53818	(855) 625-8598
Superior Hearing Systems, Inc	2700 Eastern Ave	Plymouth	WI	53073	(855) 408-8711
Superior Hearing Systems, Inc	425 W Walters St	Port Washington	WI	53074	(262) 284-2737
Mid West Hearing, LLC	2425 New Pinery Road, 102	Portage	WI	53901	(608) 745-9125
Iowa Hearing Associates, LLC	1303 S 8th Street Suite 100	Prairie Du Chien	WI	53821	(866) 460-0622
Chicago Hearing, LLC	6100 Washington Ave Suite G	Racine	WI	53406	(855) 623-1145
Mid West Hearing, LLC	2670 E. Main St.	Reedsburg	WI	53959	(608) 355-0555
Mid West Hearing, LLC	236 S Courtney St	Rhinelander	WI	54501	(715) 362-1544
Mid West Hearing, LLC	134 W Knapp St	Rice Lake	WI	54868	(715) 236-3731
Mid West Hearing, LLC	261 East Court St, Suite H	Richland Center	WI	53581	(608) 355-0555
Superior Hearing Systems, Inc	113 Watson	Ripon	WI	54971	(888) 643-8065
Mid West Hearing, LLC	1053 E Green Bay St	Shawano	WI	54166	(715) 524-2857
Superior Hearing Systems, Inc	2108 Kohler Memorial Dr, Ste 30	Sheboygan	WI	53081	(844) 596-8405
Mid West Hearing, LLC	24128 Hwy 35	Siren	WI	54872	(715) 392-2172
Mid West Hearing, LLC	135 S Washington St, 1	St. Croix Falls	WI	54024	(715) 381-1130
Mid West Hearing, LLC	2417 Post Road	Stevens Point	WI	54481	(715) 343-1545
Mid West Hearing, LLC	225 Kings Lynn Rd	Stoughton	WI	53589	(608) 243-8084
Mid West Hearing, LLC	101 N 4th Ave Suite 107	Sturgeon Bay	WI	54235	(866) 470-0013
Mid West Hearing, LLC	3215 Tower Ave	Superior	WI	54880	(715) 718-3602
Mid West Hearing, LLC	601 N Superior Av, Ste 4	Tomah	WI	54660	(608) 372-2255
Mid West Hearing, LLC	1509 N. 4th Street	Tomahawk	WI	54487	(855) 978-3555
Mid West Hearing, LLC	304 S Main St, Suite C	Viroqua	WI	54665	(888) 508-3149
Mid West Hearing, LLC	1724 S. Church St, I	Watertown	WI	53094	(888) 682-9851
Mid West Hearing, LLC	1439 Churchill St, Ste 303	Waupaca	WI	54981	(715) 256-7777
Superior Hearing Systems, Inc	160 Gateway Dr.	Waupun	WI	53963	(855) 273-0339

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Mid West Hearing, LLC	227085 Rib Mountain Dr	Wausau	WI	54401	(715) 842-4000
Superior Hearing Systems, Inc	623 Elm St	West Bend	WI	53095	(262) 334-4232
Mid West Hearing, LLC	1361 8th Street South	Wisconsin Rapids	WI	54494	(715) 421-0660
McCandless Enterprises, LLC	3026 Champion Dr	Barboursville	WV	25504	(304) 302-5200
McCandless Enterprises, LLC	1400 Johnson Av, Ste 4N	Bridgeport	WV	26330	(304) 842-3050
McCandless Enterprises, LLC	2 Trader's Alley Suite 103	Buckhannon	WV	26201	(304) 904-4949
Listen Hear LLC	601 Berkley Street	Princeton	WV	24740	(304) 716-4331
McCandless Enterprises, LLC	#7 Riverwalk Plaza	South Charleston	WV	25303	(304) 744-3142
McCandless Enterprises, LLC	1500 Grand Central Av, Ste 119	Vienna	WV	26105	(304) 422-2625
McCandless Enterprises, LLC	829 Fairmont Rd, Ste 106	Westover	WV	26501	(304) 296-3357
Health Services Wyoming, LLC	2635 E Second St	Casper	WY	82609	(307) 333-0053
Health Services Wyoming, LLC	1439 Stillwater Av, #10	Cheyenne	WY	82009	(307) 222-4289
Health Services Wyoming, LLC	170 Arrowhead Plaza, Ste 1	Evanston	WY	82930	(307) 463-4680
Health Services Wyoming, LLC	709 West 8th St Suite 2	Gillette	WY	82716	(307) 685-4775
Health Services Wyoming, LLC	1160 Alpine Lane Suite 1D	Jackson	WY	83001	(307) 200-4685
Health Services Wyoming, LLC	318 Bradley, Suite C	Laramie	WY	82072	(307) 742-4327
Health Services Wyoming, LLC	1101 W Spruce Street	Rawlins	WY	82301	(307) 417-6027
Health Services Wyoming, LLC	806 West Main Suite B	Riverton	WY	82501	(877) 381-2934
Health Services Wyoming, LLC	1471 Dewar Drive #143	Rock Springs	WY	82901	(307) 466-4047
Health Services Wyoming, LLC	132 N Gould	Sheridan	WY	82801	(307) 461-4069
Health Services Wyoming, LLC	522 College Drive	Torrington	WY	83340	(307) 269-5036
Health Services Wyoming, LLC	618 Coburn Avenue	Worland	WY	82401	(307) 763-5608

LIST OF SIGNED BUT NOT OPENED FRANCHISEES AS OF DECEMBER 31, 2024

None

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM DURING THE FISCAL YEAR ENDED DECEMBER 31, 2024

FRANCHISEES WHO DID NOT RENEW

None

FRANCHISEES WHO OPENED AND CLOSED IN THE SAME YEAR

None

LIST OF TERMINATED FRANCHISEES

None

FRANCHISEES WHO HAVE LEFT THE SYSTEM BY TRANSFER

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Payne Communications, Inc.	1890 Park Marina Dr, Ste 105	Redding	CA	96001	(530) 241-2200
HearingPro, Inc.	3473 Rider Trail S	St. Louis	MO	63045	(314) 328-0088
Las Davis Enterprises, LLC	3473 Rider Trail S	St. Louis	MO	63045	(314) 328-0088
Miracle Ear Centers of Arkansas, LLC	3473 Rider Trail S	St. Louis	MO	63045	(314) 328-0088
D.J. Enterprises, LLC	117 W Fairview Ave	South Plainfield	NJ	7080	(908) 561-1247
Associated Hearing Aid Corp.	112 Kasson Rd	Camillus	NY	13031	(315) 295-2153
Julie K. Collins	265 Allegheny Blvd Suite 2	Brookville	PA	15825	(814) 849-2007
Precision Hearing Aids, LLC	3423 Simpson Ferry Road, Ste 202	Camp Hill	PA	17011	(717) 761-7201
Hearing Instruments, Inc.	3424 Simpson Ferry Road, Ste 202	Camp Hill	PA	17012	(717) 761-7201
Ultimate Hearing Solutions III, LLC	471 Baltimore Pike	Springfield	PA	19064	(610) 825-1797
Ultimate Hearing Solutions IV, LLC	471 Baltimore Pike	Springfield	PA	19064	(610) 825-1797
Ultimate Hearing Solutions V, LLC	471 Baltimore Pike	Springfield	PA	19064	(610) 825-1797
Ultimate Hearing Solutions VI, LLC	471 Baltimore Pike	Springfield	PA	19064	(610) 825-1797
Ultimate Hearing Solutions II, LLC	471 Baltimore Pike	Springfield	PA	19064	(610) 825-1797
South Dakota Hearing Aid Center, Inc.	2101 W 41St St, Ste 11	Sioux Falls	SD	57105	(605) 334-5771
Platinum Sound LLC	1088 W Riverdale Rd	Riverdale	UT	84405	(801) 915-2050
Audiology & Hearing Clinic,Inc	91 North 100 W	Vernal	UT	84078	(435) 789-0709
P & P, Inc.	227085 Rib Mountain Drive	Wausau	WI	54401	(715) 842-4000

Sold to Corporate

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Miracle Ear Centers of Arkansas, LLC	1003 SE 14th St, Ste 12	Bentonville	AR	72712	(479) 321-3390
Miracle Ear Centers of Arkansas, LLC	1970 E Joyce Blvd, Suite 2	Fayetteville	AR	72703	(479) 443-6511
Miracle Ear Centers of Arkansas, LLC	3400 S. 70th Street Ste. B	Fort Smith	AR	72903	(479) 974-9880
Miracle Ear Centers of Arkansas, LLC	3954 Central Ave, Ste I	Hot Springs	AR	71913	(501) 701-4234
Miracle Ear Centers of Arkansas, LLC	13000 Chenal Parkway, Ste 106	Little Rock	AR	72211	(501) 227-4327
Miracle Ear Centers of Arkansas, LLC	1401 E Broadway St, Ste 23	Morrilton	AR	72110	(501) 476-5490
Miracle Ear Centers of Arkansas, LLC	5917 John F Kennedy Boulevard	North Little Rock	AR	72116	(501) 476-6775
Payne Communications, Inc.	310 North St.	Alturas	CA	96101	(530) 247-7693
Payne Communications, Inc.	1500 So. Jackson St.	Red Bluff	CA	96080	(855) 548-2268
Payne Communications, Inc.	1890 Park Marina Dr, Ste 105	Redding	CA	96001	(530) 241-2200
Payne Communications, Inc.	2910 Riverside Dr, #102	Susanville	CA	96130	(530) 247-7553
Payne Communications, Inc.	1217 S Main St	Yreka	CA	96097	(530) 842-2411
Ultimate Hearing Solutions IV, LLC	137 Jerome Dr, Ste 120	Cheswold	DE	19901	(302) 678-3280
Ultimate Hearing Solutions IV, LLC	18466 Plantations Blvd	Lewes	DE	19958	(833) 833-2860
Las Davis Enterprises, Inc.	5 Club Centre Ct Ste B	Edwardsville	IL	62025	(618) 484-9494

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Las Davis Enterprises, Inc.	4200 N. Illinois Street Ste D	Swansea	IL	62226	(618) 234-7368
Las Davis Enterprises, Inc.	911 State Route 3	Waterloo	IL	62298	(618) 844-1401
HearingPro, Inc.	9501 State Ave, Ste 3	Kansas City	KS	66109	(913) 788-2727
HearingPro, Inc.	11929 S. Strangline Road	Olathe	KS	66062	(913) 764-0404
HearingPro, Inc.	7410 W.119 St.	Overland Park	KS	66213	(913) 498-0909
HearingPro, Inc.	200 E. Centennial, Suite 2	Pittsburg	KS	66762	(620) 235-1291
Ultimate Hearing Solutions III, LLC	509 S Cherry Grove Ave Ste A	Annapolis	MD	21401	(410) 266-9442
Ultimate Hearing Solutions VI, LLC	701 Park St	Cumberland	MD	21502	(301) 729-0090
Ultimate Hearing Solutions III, LLC	1521 Rock Spring Road, Unit D	Forest Hill	MD	21050	(410) 420-1588
Ultimate Hearing Solutions VI, LLC	222 E. Oak Ridge Dr. Suite1850	Hagerstown	MD	21740	(301) 582-6200
Ultimate Hearing Solutions III, LLC	8837 Bel Air Road	Nottingham	MD	21236	(410) 931-2688
Ultimate Hearing Solutions V, LLC	11724 Ocean Gateway Suite 1	Ocean City	MD	21842	(443) 664-8733
Ultimate Hearing Solutions III, LLC	9351 Lakeside Blvd., Ste 103	Owings Mills	MD	21117	(410) 944-6479
Ultimate Hearing Solutions V, LLC	701 E Naylor Mill Rd, Unit E	Salisbury	MD	21804	(410) 334-6592
Ultimate Hearing Solutions III, LLC	1220A East Joppa Rd. Suite 111	Towson	MD	21286	(443) 841-7138
HearingPro, Inc.	14 Arnold Mall	Arnold	MO	63010	(636) 287-3597
HearingPro, Inc.	160 Cedar Tree Square	Belton	MO	64012	(816) 281-6155
HearingPro, Inc.	730 NW Hwy 7	Blue Springs	MO	64014	(816) 598-4533
HearingPro, Inc.	495A S. Main Ave.	Bolivar	MO	65613	(417) 326-2121
HearingPro, Inc.	2001 State Highway 248, Ste 5	Branson	MO	65616	(417) 334-6496
HearingPro, Inc.	14848 Clayton Road	Chesterfield	MO	63017	(636) 527-7400
HearingPro, Inc.	607 Bus US-36	Chillicothe	MO	64601	(660) 214-2040
HearingPro, Inc.	601 Bus Loop 70 W Suite 262	Columbia	MO	65203	(573) 445-1407
HearingPro, Inc.	340 Festus Centre Dr.	Festus	MO	63028	(636) 948-5984
HearingPro, Inc.	929 N Hwy 67	Florissant	MO	63031	(314) 838-5959
HearingPro, Inc.	3801 S. Noland Rd. Suite B	Independence	MO	64055	(816) 795-1888
HearingPro, Inc.	2121 Missouri Blvd	Jefferson City	MO	65109	(573) 636-6600
HearingPro, Inc.	2203 E 32nd Street, Suite 3	Joplin	MO	64804	(417) 781-3775
HearingPro, Inc.	27 NW Barry Rd	Kansas City	MO	64155	(816) 468-1477
HearingPro, Inc.	113 W Potter Avenue	Kirksville	MO	63501	(660) 956-9808
HearingPro, Inc.	679 W. Elm, Ste 9	Lebanon	MO	65536	(417) 344-7100
HearingPro, Inc.	202 NW Oldham Parkway	Lee's Summit	MO	64081	(816) 600-4886
HearingPro, Inc.	530 East 24 Highway	Moberly	MO	65270	(660) 372-8655
HearingPro, Inc.	864 Highway 60	Monett	MO	65708	(417) 354-0626
HearingPro, Inc.	2130 N. Main, Ste 3	Mountain Grove	MO	65711	(417) 926-1409
HearingPro, Inc.	127 E. Austin Blvd, Ste B	Nevada	MO	64772	(417) 448-5959
HearingPro, Inc.	117 N Massey Blvd.	Nixa	MO	65714	(417) 595-0005
HearingPro, Inc.	1258 Bryan Rd	O'Fallon	MO	63366	(636) 978-8088
HearingPro, Inc.	206 A South Bishop	Rolla	MO	65401	(573) 466-4133
HearingPro, Inc.	607 S. Fifth Street	Saint Charles	MO	63301	(636) 487-5881
HearingPro, Inc.	12313 Olive Boulevard	Saint Louis	MO	63141	(314) 843-8207
HearingPro, Inc.	809A Thompson Boulevard	Sedalia	MO	65301	(660) 826-9333
HearingPro, Inc.	2670 S Glenstone Ave.	Springfield	MO	65804	(417) 883-5747
HearingPro, Inc.	5220 South Lindbergh Blvd	St. Louis	MO	63126	(314) 843-7233
HearingPro, Inc.	3461 Hampton Ave	St. Louis	MO	63139	(314) 930-2950
HearingPro, Inc.	10964 Lin Valle Drive	St. Louis	MO	63123	(314) 843-7233
HearingPro, Inc.	284 Mid Rivers Ctr	St. Peters	MO	63376	(636) 970-1970

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
HearingPro, Inc.	1004 Vondera Suite 204	Union	MO	63084	(636) 649-4800
Precision Hearing Aids, LLC	2646 Brodhead Rd, Ste B	Aliquippa	PA	15001	(877) 729-0705
Precision Hearing Aids, LLC	3420 Pleasant Valley Blvd	Altoona	PA	16602	(855) 287-3295
Precision Hearing Aids, LLC	9503 Lincoln Highway Suite 105	Bedford	PA	15522	(844) 597-3360
Hearing Instruments, Inc.	265 Columbia Mall Drive	Bloomsburg	PA	17815	(855) 452-2443
Precision Hearing Aids, LLC	513 Towne Square Way	Brentwood	PA	15227	(844) 801-7544
Julie K. Collins	265 Allegheny Blvd Suite 2	Brookville	PA	15825	(814) 849-2007
Precision Hearing Aids, LLC	258 Moraine Pointe Plaza	Butler	PA	16001	(877) 600-7914
Hearing Instruments, Inc.	261 Penrose Plaza	Carlisle	PA	17013	(855) 853-0179
Hearing Instruments, Inc.	144 S 8th St. Ste. 104	Chambersburg	PA	17201	(888) 675-5748
Julie K. Collins	25 E Park Ave Suite 5	Dubois	PA	15801	(814) 299-7404
Precision Hearing Aids, LLC	927 W. High Street	Ebensburg	PA	15931	(844) 927-0249
Hearing Instruments, Inc.	16B Deatrick Drive	Gettysburg	PA	17325	(877) 572-9708
Ultimate Hearing Solutions II, LLC	600 Town Center Dr, Ste 6	Glen Mills	PA	19342	(610) 459-1533
Precision Hearing Aids, LLC	125 Nature Park Rd, Ste C	Greensburg	PA	15601	(844) 640-5220
Hearing Instruments, Inc.	910 North River Rd.	Halifax	PA	17032	(888) 918-3683
Hearing Instruments, Inc.	99 W. Eisenhower Drive	Hanover	PA	17331	(877) 456-1353
Hearing Instruments, Inc.	4813 Jonestown Rd, Ste 107	Harrisburg	PA	17109	(855) 869-5571
Precision Hearing Aids, LLC	3100 Oakland Ave. Suite 19	Indiana	PA	15701	(855) 414-9291
Precision Hearing Aids, LLC	141 Town Center Dr	Johnstown	PA	15904	(888) 831-8114
Julie K. Collins	425 Old Kersey Rd	Kersey	PA	15846	(814) 781-1141
Hearing Instruments, Inc.	1060 W Crestview Dr	Lebanon	PA	17042	(717) 270-8822
Hearing Instruments, Inc.	717 Market St, Ste 109	Lemoyne	PA	17043	(855) 967-1609
Hearing Instruments, Inc.	219 E Main St	Mechanicsburg	PA	17055	(866) 700-7484
Ultimate Hearing Solutions II, LLC	1163 W Baltimore Pike	Media	PA	19063	(484) 455-7400
Precision Hearing Aids, LLC	324 Mall Plaza Blvd.	Monroeville	PA	15146	(855) 238-6636
Precision Hearing Aids, LLC	8981 Norwin Ave, STE 101	North Huntingdon	PA	15642	(855) 504-4720
Hearing Instruments, Inc.	1200 Grubb Rd	Palmyra	PA	17078	(717) 789-7290
Precision Hearing Aids, LLC	1738 N. Highland Rd. Suite 104	Pittsburgh	PA	15241	(855) 978-1857
Precision Hearing Aids, LLC	5478 Campbells Run Rd	Pittsburgh	PA	15205	(855) 465-7061
Precision Hearing Aids, LLC	7206 McKnight Rd	Pittsburgh	PA	15237	(866) 813-3287
Hearing Instruments, Inc.	884 Gordon Nagle Trail	Pottsville	PA	17901	(833) 958-6886
Hearing Instruments, Inc.	5504 Perkiomen Ave.	Reading	PA	19606	(855) 415-4551
Hearing Instruments, Inc.	2668 N Susquehanna Trail	Shamokin Dam	PA	17876	(844) 808-6954
Precision Hearing Aids, LLC	265A Plank Rd	Somerset	PA	15501	(866) 604-3448
Ultimate Hearing Solutions II, LLC	471 Baltimore Pike	Springfield	PA	19064	(610) 825-1797
Hearing Instruments, Inc.	2081 E Main St	Waynesboro	PA	17268	(855) 218-0202
Hearing Instruments, Inc.	68 Plaza Lane	Wellsboro	PA	16901	(888) 648-8313
Hearing Instruments, Inc.	1758 E 3rd St	Williamsport	PA	17701	(877) 326-1267
Hearing Instruments, Inc.	310 S Main St, Ste J	Yeagertown	PA	17099	(855) 447-1988
Hearing Instruments, Inc.	1495 South Queen Street	York	PA	17403	(866) 525-1348
Ultimate Hearing Solutions VI, LLC	3111 Valley Ave. Unit 112-C	Winchester	VA	22601	(540) 678-0493

Transfer to Another Franchisee

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Iowa Hearing Associates, LLC	940 Frontenac Dr, Ste 110	Winona	MN	55987	(507) 474-4200
D.J. Enterprises, LLC	7 Cedar Grove Lane	Somerset	NJ	8873	(732) 302-4548
D.J. Enterprises, LLC	495 Watchung Ave	Watchung	NJ	7069	(908) 561-1247
Associated Hearing Aid Corp.	112 Kasson Rd	Camillus	NY	13031	(315) 295-2153
Associated Hearing Aid Corp.	7700 Frontage Road	Cicero	NY	13039	(315) 452-1662
Associated Hearing Aid Corp.	6701 Manlius Center Rd, Ste103	East Syracuse	NY	13257	(315) 437-0325
Associated Hearing Aid Corp.	830 County Road 64 #2A	Elmira	NY	14903	(607) 796-2206
Associated Hearing Aid Corp.	2 Graham Rd W. Suite 200	Ithaca	NY	14850	(607) 319-4754
Associated Hearing Aid Corp.	16 East Utica St. Suite B	Oswego	NY	13126	(833) 349-0799
South Dakota Hearing Aid Center, Inc.	1010 S Main	Aberdeen	SD	57401	(605) 226-3352
South Dakota Hearing Aid Center, Inc.	2101 W 41St St, Ste 11	Sioux Falls	SD	57105	(605) 334-5771
South Dakota Hearing Aid Center, Inc.	205 Orchard Dr	Sisseton	SD	57262	(855) 272-4066
South Dakota Hearing Aid Center, Inc.	100 South Maple St, Ste 202	Watertown	SD	57201	(800) 888-1657
Platinum Sound LLC	50 W Forest St Suite 101	Brigham City	UT	84302	(800) 698-3277
Audiology & Hearing Clinic,Inc	114 South 200 West	Heber City	UT	84032	(801) 435-1396
Platinum Sound LLC	135 N Main, Ste 108	Logan	UT	84321	(435) 750-5577
Platinum Sound LLC	1088 West Riverdale Rd	Riverdale	UT	84405	(801) 392-5350
Audiology & Hearing Clinic,Inc	855 East 200 North #4	Roosevelt	UT	84066	(801) 435-1389
Audiology & Hearing Clinic,Inc	91 North 100 W	Vernal	UT	84078	(801) 435-1382
P & P, Inc.	1510 Fremont St	Algoma	WI	54201	(844) 606-6586
P & P, Inc.	327 Superior St	Antigo	WI	54409	(715) 623-7119
P & P, Inc.	30 S Main St	Clintonville	WI	54929	(715) 823-5250
P & P, Inc.	9075 E Pioneer St.	Crandon	WI	54520	(715) 475-4560
P & P, Inc.	410 N Hwy 141	Crivitz	WI	54114	(715) 854-2482
P & P, Inc.	528 Hwy 70 W, Ste A	Eagle River	WI	54521	(715) 479-8934
P & P, Inc.	2154 S Ridge Rd	Green Bay	WI	54304	(920) 494-1060
P & P, Inc.	15481 Commercial Rd	Lakewood	WI	54138	(866) 574-0339
P & P, Inc.	3900 Hall Av, Ste D	Marinette	WI	54143	(855) 728-5251
P & P, Inc.	302 N St. Joseph Avenue	Marshfield	WI	54449	(715) 384-0944
P & P, Inc.	159 S Main Street	Medford	WI	54451	(715) 748-2002
P & P, Inc.	3300 E Main St.	Merrill	WI	54452	(715) 536-9320
P & P, Inc.	9423 Highway J	Minocqua	WI	54548	(715) 358-6495
P & P, Inc.	251 N Main St	Oconto Falls	WI	54154	(866) 369-9283
P & P, Inc.	698 S. 4th Ave.(St Hwy 13)	Park Falls	WI	54552	(715) 762-4306
P & P, Inc.	6100 Washington Ave Suite G	Racine	WI	53406	(855) 623-1145
P & P, Inc.	236 S Courtney St	Rhinelander	WI	54501	(715) 362-1544
P & P, Inc.	1053 E Green Bay St	Shawano	WI	54166	(715) 524-2857
P & P, Inc.	2417 Post Road	Stevens Point	WI	54481	(715) 343-1545
P & P, Inc.	101 N 4th Ave Suite 107	Sturgeon Bay	WI	54235	(866) 470-0013
P & P, Inc.	1509 N. 4th Street	Tomahawk	WI	54487	(855) 978-3555
P & P, Inc.	1439 Churchill St, Ste 303	Waupaca	WI	54981	(715) 256-7777
P & P, Inc.	227085 Rib Mountain Dr	Wausau	WI	54401	(715) 842-4000
P & P, Inc.	1361 8th Street South	Wisconsin Rapids	WI	54494	(715) 421-0660

*Franchisee to Franchisee Transfer. Seller remains an active Franchisee.

FRANCHISEES WHO CEASED OPERATING

LEGAL NAME	ADDRESS	CITY	STATE	ZIP	PHONE
Iowa Hearing Associates, LLC	826 12th Street	Belle Plaine	IA	52208	(844) 678-1878
Iowa Hearing Associates, LLC	203 10th Ste SW	Spencer	IA	51301	(844) 284-8516
Mid West Hearing, LLC	200 City Park Drive	Munising	MI	49862	(844) 590-0290
Smart Hearing Solutions, LLC	1711 Oak St	Niles	MI	49120	(855) 995-4172
Bleich, Inc.	548 W Third St	Jamestown	NY	14701	(716) 763-0170
Quality Hearing, LLC	8 Garden Street	Rhinebeck	NY	12572	(845) 880-7636
Mid West Hearing, LLC	450 Hewitt Street	Neillsville	WI	54456	(855) 977-5534

EXHIBIT B

MIRACLE-EAR, INC. AUDITED FINANCIAL STATEMENTS

MIRACLE-EAR, INC. AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

MIRACLE-EAR, INC. AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Miracle-Ear, Inc. and Subsidiary

Opinion

We have audited the accompanying consolidated financial statements of Miracle-Ear, Inc. (the Company) and subsidiary, which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of income, changes in stockholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

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

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (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 the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Notes 2 and 8 to the consolidated financial statements, the Company has significant transactions with related parties including Amplifon (USA) Inc., Amplifon S.p.A. and their affiliates. Our opinion is not modified with respect to this matter.

(Cont.)

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

(Cont.)

Auditor's Responsibilities for the Audit of the Financial Statements (Cont.)

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Fumaro & Co., P.C.

New York, N.Y.

March 10, 2025

MIRACLE-EAR, INC. AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

DECEMBER 31, 2024 AND 2023

ASSETS

	2024	2023
Current assets		
Cash and cash equivalents	$ 57,281	$ 91,065
Accounts receivable, net	15,710,837	15,080,721
Notes receivable, current portion	667,789	969,912
Receivable due from Related Party		11,552,620
Receivable due from Parent	18,435,554	24,436,251
Inventories, net	1,938,642	2,990,601
Prepaid expenses and other assets	1,860,963	951,851
Total current assets	38,671,066	56,073,021
Notes receivable, noncurrent portion, net	5,611,096	13,149,351
Property and equipment, net	5,119,088	2,812,932
Right of use assets, net	4,167,713	3,768,286
Goodwill	24,234,219	24,234,219
Intangible assets, net	2,792,071	3,283,995
Other assets, net	344,601	427,771
Deferred tax assets		313,880
Total non-current assets	42,268,788	47,990,434
Total assets	$ 80,939,854	$ 104,063,455

See independent auditor's report and notes to consolidated financial statements.

MIRACLE-EAR, INC. AND SUBSIDIARY

CONSOLIDATED BALANCE SHEETS

DECEMBER 31, 2024 AND 2023

LIABILITIES AND STOCKHOLDER'S EQUITY

	2024	2023
Current liabilities		
Accounts payable	$ 8,195,470	$ 29,587,016
Payable due to Amplifon S.p.A.	1,058,185	19,686,198
Payable due to Related party	8,925,491	
Accrued wages	2,024,599	1,445,085
Accrued product returns reserves	2,288,980	2,277,343
Contract liabilities, current portion	3,073,501	4,632,952
Operating lease obligations due within one year	1,678,556	1,557,004
Other short-term payables	691,068	1,936,355
Customer Deposit	400,005	535,515
Total current liabilities	28,335,855	61,657,468
Non-current liabilities		
Contract liabilities, non-current portion	2,412,034	3,122,350
Long term operating lease obligations	2,762,444	2,373,859
Deferred tax liabilities	1,825,943	
Total non-current liabilities	7,000,421	5,496,209
Total liabilities	35,336,276	67,153,677
Commitments and contingencies		
Stockholder's equity		
Common stock: $0.01 par value		
Authorized shares 10,000		
Issued and outstanding shares 500	5	5
Due from related parties, net	(51,415,400)	(51,415,400)
Additional paid-in capital	22,868,797	22,574,813
Retained earnings	74,150,176	65,750,360
Total stockholder's equity	45,603,578	36,909,778
Total liabilities and stockholder's equity	$ 80,939,854	$ 104,063,455

See independent auditor's report and notes to consolidated financial statements.

MIRACLE-EAR, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF INCOME

FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Net revenues	$ 187,370,154	$ 189,636,605
Cost of sales	36,576,985	34,028,619
Gross profit	150,793,169	155,607,986
Selling, general, and administrative expenses	100,502,052	102,698,587
Management fee	36,452,918	28,281,944
Total operating expenses	136,954,970	130,980,531
Income from operations	13,838,199	24,627,455
Other expense		
Interest expense, net	(147,905)	(175,915)
Other expense, net	(106,170)	(140,511)
Total other expense	(254,075)	(316,426)
Income before income taxes	13,584,124	24,311,029
Income tax expense	5,184,308	7,040,697
Net income	$ 8,399,816	$ 17,270,332

See independent auditor's report and notes to consolidated financial statements.

MIRACLE-EAR, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY

FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	Common Stock Shares	Common Stock Amount	Due from related parties, net	Additional paid-in capital	Retained earnings	Total stockholder's equity
Balance at December 31, 2022	500	$ 5	$ (51,415,400)	$ 22,691,866	$ 48,480,028	$ 19,756,499
Capital contribution from Parent Company for stock redemption				(117,053)		(117,053)
Net income					17,270,332	17,270,332
Balance at December 31, 2023	500	5	(51,415,400)	22,574,813	65,750,360	36,909,778
Capital contribution from Parent Company for stock compensation				293,984		293,984
Net income					8,399,816	8,399,816
Balance at December 31, 2024	500	$ 5	$ (51,415,400)	$ 22,868,797	$ 74,150,176	$ 45,603,578

See independent auditor's report and notes to consolidated financial statements

MIRACLE-EAR, INC. AND SUBSIDIARY

CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Cash flows from operating activities:		
Net income	$ 8,399,816	$ 17,270,332
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation of property and equipment	1,161,131	1,572,616
Amortization of right-of-use assets	2,034,087	2,041,171
Amortization of intangible assets	491,923	639,189
Bad debt	49,260	(1,959)
Loss on forgiveness of notes	569,600	476,453
Gain on redemption of notes		(809,497)
Deferred income taxes	2,139,823	(828,199)
Stock-based compensation	293,983	(117,053)
Step up to Fair Value of Notes Receivable	(384,761)	(3,099,585)
Change in operating assets and liabilities:		
Trade accounts receivable	(679,377)	(4,399,583)
Inventories	1,051,959	(681,749)
Prepaid expenses and other assets	(825,942)	84,774
Payables and accrued expenses	(21,379,907)	23,917,991
Amounts due to/from Related Party	20,479,549	(11,032,569)
Amounts due to/from Parent Company	14,083,292	(25,246,780)
Amounts due to/from Amplifon S.p.A.	(18,628,013)	13,501,419
Contract liabilities	(2,269,768)	(4,473,749)
Accrued wages and retirement obligation	579,515	(972,396)
Operating lease liabilities	(1,923,378)	(1,862,549)
Other payables	(1,380,798)	(2,988,532)
Net cash provided by operating activities	3,861,994	2,989,745
Cash flows from investing activities:		
Acquisition of property and equipment	(3,468,725)	(2,355,501)
Business combinations, net of cash acquired		(501,300)
Proceeds from redemption of notes receivable		1,100,000
Issuance of notes receivable	(1,159,000)	(1,455,583)
Proceeds on notes receivable	731,947	116,262
Net cash used in investing activities	(3,895,778)	(3,096,122)
Net decrease in cash and cash equivalents	(33,784)	(106,377)
Cash and cash equivalents, beginning of year	91,065	197,442
Cash and cash equivalents, end of year	$ 57,281	$ 91,065
Supplemental disclosure of cash flows information:		
Cash paid for income taxes	$ 1,912,482	$ 3,057,023
Cash received for interest	53,327	45,406

See independent auditor's report and notes to consolidated financial statements.

NOTE 1 DESCRIPTION OF BUSINESS

Miracle-Ear, Inc., a Minnesota corporation, (the Company or Miracle-Ear) is a wholly owned subsidiary of Amplifon (USA), Inc., a Delaware corporation, (Amplifon or Parent Company) and an indirect, wholly owned subsidiary of Amplifon S.p.A., an Italian corporation whose shares are publicly traded on the Milan, Italy exchange. The Company is engaged in the distribution and sale of hearing aids, under the brand Miracle-Ear, through both its franchises and Company-owned stores, with operations primarily in the United States. The Company also licenses the Miracle Ear brand to franchisees and earns initial and ongoing royalty payments in exchange for use of the brand and related intellectual property.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of reporting

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

Principles of consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiary ME Pivot Holdings, LLC, a Minnesota limited liability company. All significant intercompany accounts and transactions have been eliminated in the consolidation.

Basis of presentation

The Company obtains significant services and capital financing from Amplifon. These consolidated financial statements do not necessarily reflect the financial position, result of operations and cash flows of the Company as if it operated as an autonomous entity and had to obtain the services and capital financing provided by the Parent Company from unrelated third parties. Although the Company's management believes the allocations and charges for such services to be reasonable, the cost of these services charged to the Company are not necessarily indicative of the costs that would have been incurred had the Company been a stand-alone entity or what they will be in the future.

Reclassifications

Certain amounts in the consolidated financial statements in 2023 have been reclassified to conform with the 2024 presentation.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Use of estimates

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

Adoption of new accounting pronouncement

Effective January 1, 2023, the Company adopted ASU 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Company adopted this new guidance utilizing the modified retrospective transition method. Topic 326 requires measurement and recognition of expected versus incurred losses for financial assets held. Financial assets held by the Company that are subject to ASU 2016-13 include trade accounts receivable. The adoption of this ASU did not have a material impact on the Company's consolidated financial statements but did change how the allowance for credit losses is determined.

Cash and cash equivalents

The Company considers all highly liquid instruments with an original maturity of three months or less to be cash equivalents. The Company maintains cash deposits which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to significant credit risk in cash and cash equivalents.

Accounts receivables

The majority of the Company's accounts receivable are due from franchisees. Credit is extended based on evaluation of a franchisee's financial condition, and generally, collateral is not required. Accounts receivable are primarily due within 30 days and are stated at amounts due from the franchisee net of an allowance for doubtful accounts. Accounts receivable outstanding longer than the contractual payment terms are considered past due. Effective January 1, 2023, the Company uses historical loss information based on the aging of receivables as the basis to determine expected credit losses for receivables and believes that the composition of accounts receivables at year end is consistent with historical conditions as credit terms and practices and the customer base have not changed significantly.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Accounts receivables (cont.)

The balance of the Company's accounts receivable due from third parties as of December 31, 2024 and 2023 was $15,710,837 and $15,080,721 respectively. As of December 31, 2022 the accounts receivable due from third parties amounted to $10,679,179.

The allowance for doubtful accounts as of December 31, 2024 and 2023 was $92,035 and $42,775 respectively. As of December 31, 2022 the allowance for doubtful accounts amounted to $44,734.

Inventories and cost of sales

Inventories, consisting entirely of finished goods, are valued at the lower of cost or net realizable value. Cost is determined by the first-in, first-out method. The Company provides an allowance for obsolescence based on historical usage and changes in product design. Product costs are included in Cost of Sales when the associated revenue is recognized, and includes a markup on products purchased from the Amplifon S.p.A. and its affiliates recorded under a transfer pricing arrangement between the Company and Amplifon S.p.A. The transfer price under this arrangement is expensed at the point of purchase.

Property and equipment

Property and equipment are carried at cost, less accumulated depreciation and amortization. Expenditures for major renewals and betterments, which substantially increase the useful lives of existing assets, are capitalized. Maintenance and repairs are charged to operating expense as incurred.

The Company provides for depreciation of property and equipment over the estimated useful lives utilizing the straight-line method. Machinery and equipment, furniture and fixtures and equipment are depreciated over five years. Computer equipment is depreciated over four years. Demo Hearing aids are depreciated over 2 years. Leasehold improvements are depreciated over the lesser of eight years and the remaining lease term.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Capitalized software

The Company capitalizes certain internal and external costs incurred to acquire internal use software. Capitalized software is included in property and equipment and is depreciated over five years.

Leases

The Company leases property under operating leases, typically greater than 12 months, and determines if an arrangement contains a lease at inception. In general, an arrangement contains a lease if there is an identified asset and the Company has the right to direct the use of and obtain substantially all of the economic benefit from the use of the identified asset. The Company records a lease liability at the present value of lease payments over the lease term on the commencement date.

The related right-of-use ("ROU") lease asset reflects rental escalation clauses, as well as renewal options and/or termination options. The exercise of lease renewal and/or termination options are at the Company's discretion and are included in the determination of the lease term and lease payment obligations when it is deemed reasonably certain that the option will be exercised. The company estimates the incremental borrowing rate to discount the lease payments to present value, based on rates provided by the Parent Company.

When a contract includes both a lease element and a non-lease element, the Company separates payments associated with the lease and non-lease components and only utilizes the amount of fixed payments attributable to the lease component to calculate the lease liability and right-of-use asset. The Company considers expenses such as common area maintenance fees and any applicable taxes to be non-lease components. The leases generally contain renewal options for periods ranging from two to five years, which the Company is generally not reasonably certain to exercise and therefore are not considered in determining the lease term or the lease payments. The Company's leases generally do not include termination options for either party to the lease or restrictive financial or other covenants.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Goodwill

Goodwill is not subject to periodic amortization and is tested for impairment on an annual basis. Impairment testing for goodwill is done at a reporting unit level. Currently, the Company has determined it has one reporting unit.

In evaluating goodwill for impairment, the Company first assesses qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying value. If the Company concludes that it is more likely than not that the fair value of the reporting unit is greater than its carrying value, then no further testing is required. However, if the Company concludes that it is more likely than not that the fair value of the reporting unit is less than its carrying value, then a goodwill impairment test is performed to identify a potential impairment and measure the amount of impairment to be recognized, if any. The estimated fair value of the reporting unit is determined using various valuation techniques. An impairment loss would generally be recognized when the carrying amount of the reporting unit's net assets exceeds the estimated fair value of the reporting unit. No impairments were recorded for the years ended December 31, 2024 and 2023.

Intangible assets

Intangible assets include customer files, relocation intangible costs, and trademarks. Intangible assets with finite useful lives, such as customer files and relocation intangibles, are amortized on a straight-line basis over their estimated useful lives, which range from 3 to 10 years. The straight-line method of amortization reflects an appropriate allocation of the costs of these assets to earnings, proportionate to the economic benefits derived by the Company in each reporting period. Trademarks, which have indefinite useful lives, are not amortized but are instead tested for impairment annually or more frequently if events or changes in circumstances indicate that the asset might be impaired.

Asset impairment assessments

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. An impairment is evaluated based on the sum of undiscounted estimated future cash flows expected to result from use of the assets compared to its carrying value. If an impairment is recognized, the carrying value of the impaired asset is reduced to its fair value, based on discounted estimated future cash flows.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Income taxes

The Company accounts for income taxes utilizing the asset and liability method. Deferred tax assets and liabilities are recorded to reflect the future tax consequences of differences between the tax basis and financial statement carrying amounts of existing assets and liabilities. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. The Company recognizes the financial statement effects of a tax position when it is more likely than not, based on the technical merits, that the position will be sustained upon examination.

The Company is included in a consolidated federal income tax return with the Parent Company. The Company pays all tax liability amounts to the Parent Company as a result of filing consolidated federal and certain state income tax returns with the Parent Company. Certain state income taxes are paid on a separate company basis. The Company recognizes the related benefit or expense of deferred tax items and tax credits on a separate return basis.

Revenue recognition

The Company recognizes revenues when the performance obligation is satisfied, which is the point at which control of the promised goods or services are transferred to its customers, in an amount that reflects the consideration that the Company expects to be entitled to receive in exchange for those goods or services. Generally, control transfers to customers at the point in time when goods have been delivered to the customer, as that is generally when legal title and physical possession transfers to the customer. The timing of satisfaction of the Company's performance obligations is not subject to significant judgment. The Company does not recognize a material amount of revenues over time.

The Company recognizes revenue for the satisfaction of several different performance obligations, to each of which the Company allocates a percentage of the total transaction price based on the relative standalone selling price of the performance obligation. The principal performance obligations offered by the Company include:

• Devices and accessories are generally transferred to customers at the point in time when goods have been delivered to the customer. Invoices for devices and accessories are issued at the time of the sale and are subject to customary credit and collection terms.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Revenue recognition (cont.)

• Aftercare services is a commitment to provide future minor maintenance or adjustment of devices that have been previously sold to the Customer. Revenue for this performance obligation is recognized over time, generally a four-year period following the sale date, as the Company performs the related services. Loss and damage coverage is a three-year protection plan offered to the customer under which a customer is entitled to reduced prices on replacement hearing aids that are lost or damaged. This coverage applies exclusively to the ME Pivot Holdings LLC segment. Effective June 2024, following changes in contractual terms and related accounting treatment, customers in the ME Franchise segment are charged the full replacement cost. Revenue for this performance obligation is recognized as the Customer replaces their device and exercises their right to the discounted replacement device.

• License to use the Miracle-Ear brand and related intellectual property, generally billed to the Customer via franchise fees, take the form of both initial franchise fees and royalties. Initial franchise fees are received at the beginning of the franchise relationship and are recognized over the period of the underlying franchise agreement, generally a five-year period. Royalties are subject to the sales-based or usage-based royalty exception, and as a result are generally recognized when the subsequent sale occurs by the franchisee. Royalties are collected at the same time as the related product sale from the Company to the franchisee.

Contract Balances: The timing of revenue recognition, billings and cash collections results in deferred revenue from customers on the consolidated balance sheets. Contract assets and liabilities are reported on a contract-by-contact basis.

Capitalized Contract Costs: The Company capitalizes contract costs, namely costs incurred in order to obtain and fulfill a contract (e.g. commissions) in accordance with ASC 340, and are shown as an asset in the consolidated financial statements within other assets (current and non-current)**.** The balance of capitalized contract costs as of December 31, 2024 and 2023 was $485,908 and $574,573 respectively. As of December 31, 2022 the contract costs amounted to $538,503.

Material Rights: The Company identifies material rights included as part of contract liabilities related solely to loss and damage coverage and trade-up options as described above.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Revenue recognition (cont.)

Contract Liabilities: The Company records contract liabilities which refer to deferred income for goods and services provided to customers after the date of the initial product sale (aftercare services, loss and damage and franchise fees recognized over the average life of franchise agreements). The balance of the Company's contract liabilities as of December 31, 2024 and 2023 was $5,485,535 and $7,755,302 respectively. As of December 31, 2022, the contract liabilities amounted to $12,191,697.

Vendor agreements

Amplifon S.p.A. signed a global supply agreement with two of its primary vendors, whereby Amplifon S.p.A. serves as a global distributor, purchasing the products from the vendors and reselling to the Company. This process is known to the Company as "1PC". Additionally, the Company purchases warranties and services indirectly from these vendors.

The vendor is responsible for all services necessary to fulfill any obligation under the warranty given. Also, the vendor is responsible for repair services on behalf of the Company for remakes, losses, and damages for Miracle-Ear products that are not covered by a valid warranty.

The net portion of related party accounts payable/receivable related to indirect purchases under the global supply agreement at December 31, 2024 and 2023 is shown below, which includes a markup on individual transactions for transfer pricing:

	2024	2023
Payables related to 1PC:	$ (14,735,669)	$ (28,138,343)
Receivables related to 1PC:	13,662,504	13,233,866
Net Payables related to 1PC:	$ (1,073,165)	$ (14,904,477)

The Company books a year-end transfer pricing adjustment, which can either be an increase or decrease to the total amount of transfer price expense booked throughout the year. The Company believes that the product offerings across the two manufacturers provides adequate coverage should one become unavailable or cease to be competitive.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

Advertising

The Company managed a National Marketing Fund with contributions provided by franchisees on the sale of each hearing aid, which are recognized as revenue on the Consolidated Statements of Income. Advertising and promotion costs are expensed from this fund as incurred and were included in selling, general, and administrative expenses. Advertising expenses totaled $29,155,311 and $35,387,522 for the years ended December 31, 2024 and 2023, respectively.

NOTE 3 NOTES RECEIVABLE

Notes are extended to franchisees based on an evaluation of a franchisee's financial condition, and generally are secured with the assets of the business and a personal guarantee. Notes receivable outstanding longer than the contractual payment terms are considered past due. The Company determines its allowance by considering a number of factors, including the length of time notes receivable are past due, the condition of the general economy, and the industry as a whole. The Company writes off notes receivable when they become uncollectible, and payments subsequently received on such receivables are recognized as a reduction of bad debt expense.

Notes receivable at December 31, 2024 and 2023 are summarized as follows:

	2024	2023
Forgiveable Notes	$ 6,431,986	$ 14,573,874
Non Forgiveable Notes	78,171	161,423
Less allowance for estimated credit losses	(231,272)	(616,034)
	6,278,885	14,119,263
Less current portion	(667,789)	(969,912)
Total	$ 5,611,096	$ 13,149,351

The following summary outlines the changes in the allowance for credit losses during the year:

Balance, beginning of year	$ 616,034
Release of allowance	(384,762)
Balance, end of year	$ 231,272

NOTE 4 INTANGIBLE ASSETS

At December 31, 2024 and 2023 intangible assets consist of the following:

	2024	2023
Relocation intangibles	$ 194,300	$ 194,300
Accumulated amortization	(194,300)	(194,300)
Rellocation intangibles, Net		
Trademarks	100,890	100,890
Customer files	7,021,319	7,021,319
Accumulated amortization	(4,330,138)	(3,838,214)
Customer files, Net	2,691,181	3,183,105
Intangible assets, Net	$ 2,792,071	$ 3,283,995

For the years ended December 31, 2024 and 2023 amortization expense amounted to $491,923 and $639,189.

Future amortization as of December 31, 2024 is as follows:

2025	$ 491,924
2026	469,929
2027	456,924
2028	410,813
2029	297,135
Thereafter	665,346
Total	$ 2,792,071

Actual amounts may change from such estimated amounts due to additional intangible asset acquisitions, potential impairment, accelerated amortization, or other events.

NOTE 5 PROPERTY AND EQUIPMENT

At December 31, 2024 and 2023 property and equipment consist of the following:

	2024	2023
Computer software	$ 2,931,465	$ 2,449,219
Leasehold improvements	4,706,802	2,260,202
Machinery and equipment	1,161,254	1,145,749
Furniture, fixtures, and equipment	994,644	338,990
Computer equipment	871,523	838,478
Licenses	83,191	83,191
Construction in progress	100,946	301,986
Demo Hearing Aids	1,404,722	1,175,110
Property and equipment, at cost	12,254,547	8,592,925
Less: Accumulated depreciation and amortization	(7,135,459)	(5,779,993)
Property and equipment, net	$ 5,119,088	$ 2,812,932

Depreciation and amortization expense on property and equipment totaled $1,161,131 and $1,572,616 for the years ended December 31, 2024 and 2023.

NOTE 6 INCOME TAXES

The Parent Company files a consolidated tax return. Any amounts owed to taxing authorities on behalf of the Company are included in the receivables due from Parent balance in the balance sheets, reducing the amount accordingly. The provision for income taxes for each period, computed as if the Company filed a separate income tax return, is summarized as follows:

	2024	2023
Current income tax expense	$ 3,044,484	$ 7,868,896
Deferred income tax expense (benefit)	2,139,824	(828,199)
Income tax expense	$ 5,184,308	$ 7,040,697

NOTE 6 INCOME TAXES (CONT.)

Total income tax expense differs from the expected tax expense computed by applying the U.S. federal corporate tax rate to income before income taxes, primarily due to state income taxes and other permanent differences.

Significant components of the Company's net deferred income tax assets and liabilities as of December 31, 2024 and 2023 are as follows:

	2024	2023
Bad debt reserve	$ 81,120	$ 166,207
Reserve for sales return	465,712	469,389
Accrued expenses	465,492	817,411
Contract liabilities	648,220	1,624,242
Lease liabilities	1,114,281	988,365
Other	523,213	914,161
Total deferred tax assets	3,298,038	4,979,775
Goodwill	(3,303,045)	(3,363,235)
Depreciation	(771,982)	(316,178)
Intangibles	(3,242)	(35,807)
Right of use assets	(1,045,712)	(950,675)
Total deferred tax liabilities	(5,123,981)	(4,665,895)
Net deferred tax (liabilities) assets	$ (1,825,943)	$ 313,880

The Company recognizes the financial statement effect of a tax position when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. At both December 31, 2024 and 2023, the Company did not have material of unrecognized tax benefits that, if recognized, would result in a reduction of the effective tax rate. The Company recognizes interest expense and penalties related to the above unrecognized tax benefit within current tax expense.

As of both December 31, 2024 and 2023, the Company did not have accrued for interest and penalties. The Company pays all tax liabilities to the Parent Company, therefore, any liability for uncertain tax benefits would be classified as due to/from Parent.

NOTE 6 INCOME TAXES (CONT.)

The Parent Company's income tax returns are subject to examination for 2021 and subsequent years. Federal and state income tax returns are generally subject to examination for a period of three to five years after filing of the respective returns. The state impacts of any federal changes remain subject to examination by various states for a period of up to one year after formal notification to the states. The Company's effective income tax rate is higher than what would be expected if the federal statutory rate were applied to loss before taxes primarily because of the State taxes.

NOTE 7 LEASES

The Company leases its stores, vehicles and certain equipment under non-cancelable agreements accounted for as operating leases which expire on dates ranging through December 2033.

Minimum future rental payments under non-cancelable leases having remaining terms in excess of one year as of December 31, 2024 for each of the next five years and in the aggregate are:

2025	$ 1,882,725
2026	1,319,304
2027	748,902
2028	471,889
2029	175,086
Thereafter	347,031
Total undiscounted lease Payments	4,944,937
Less: present value discount	(503,937)
Net Lease obligation	$ 4,441,000

At December 31, 2024, the weighted average remaining term of the leases is 40 months. The weighted average discount rate is 5.43%. For the year ended December 31, 2024 and 2023 total lease expense charged to operations was $2,276,215 and $2,207,236 respectively. Cash paid for leases during 2024 and 2023 amounted to $2,138,451 and $2,012,724 respectively.

NOTE 8 OTHER RELATED-PARTY TRANSACTIONS

The Company procures certain management, administrative, and information technology services from the Parent Company, which also receives services from Amplifon S.p.A. Further, the Company purchases product through Amplifon S.p.A's global purchasing agreement. The Parent Company and its subsidiary operations centralize procurement, administration, and information technology activities of the group.

In 2024 and 2023 the Company received from the Parent Company intercompany charges of $36,452,918 and $28,281,944, respectively, for corporate services classified as management fees in the consolidated statements of income.

The Company's transactions with its Parent Company are recorded in an intercompany account according to the Parent Company's instructions.

Operating activities are transactions made through the normal course of business such as hearing aid purchases, payroll recharges, and Parent company expense allocations. Furthermore the Company separates the classification of operating activities recognized from the operating portion of the cash transferred to the Parent in accordance with the structured centralized cash management functions (i.e. cash pooling), which is classified as a receivable due from the Parent. Since the Parent company files a consolidated tax return, income taxes attributable to the Company are calculated and settled by the Parent, and any related amounts are included in the receivable due from Parent balance in the balance sheets, thereby reducing the overall amount.

The intercompany operating balance classified as net receivable due from Parent was $18,435,554 and $24,436,251 as of December 31, 2024 and 2023 respectively, and is presented as a current asset in the accompanying consolidated balance sheets.

Financing activities are transactions that are effectively considered a dividend and are driven primarily by the excess portion of the Company's cash pooling, in which the excess portion (above the operating portion) of the pool is utilized by the Parent to fund other wholly owned subsidiaries of the Parent as needed and pay dividends to Amplifon S.p.A. The amount due from related parties, net related to financing activities was $51,415,400 for each of the years ended December 31, 2024 and 2023 respectively, and is presented as a reduction in equity in the accompanying consolidated balance sheets.

NOTE 8 OTHER RELATED-PARTY TRANSACTIONS (CONT.)

The Company also procures certain management and administrative services from Amplifon S.p.A., as well as purchases of hearing aid inventory. These charges are settled in cash and recorded through intercompany transactions sent by Amplifon S.p.A. on an as needed basis, as well as through an electronic feed into the Company's general ledger. The intercompany operating balance classified as a net payable due to Amplifon S.p.A. is $1,058,185 and $19,686,198 as of December 31, 2024 and 2023 and is presented as a current liability in the accompanying consolidated balance sheets.

NOTE 9 DEBT

The Company is party to a $15,000,000 uncommitted line of credit which bears interest at a rate of SOFR plus 1.6% for 30/60/90-day placements or can borrow immediately at the prime rate with interest payable monthly held by the Parent Company. The facility is subject to annual renewal by the Bank on October 31st of each year. The line of credit is cancellable at any time by either the Parent or the Bank. Upon termination by either party, the obligations under the agreement remain in full force and effect until all amounts outstanding under the facility have been paid in full. There was $0 outstanding on the line of credit at December 31, 2023. In 2024, this line of credit was discontinued and is no longer avaialble.

NOTE 10 CONTINGENCIES

The Company is subject to litigation arising from the normal course of business. In management's opinion, dispositions of these matters are not anticipated to have a material adverse effect on the financial position, results of operations, or cash flows of the Company.

In 2020, Miracle-Ear, Inc., HearingPro, Inc., and Tiffany Davis, along with Las Davis Enterprises, LLC, were sued by Mildred Baldwin and Ronald Struckhoff in a putative class action lawsuit, alleging that Miracle-Ear and HearingPro violated the Telephone Consumer Protection Act ("TCPA") due to certain calls placed by Hearing Pro in conjunction with its operation of Miracle-Ear franchises. Miracle-Ear filed a crossclaim against Hearing Pro and a third-party claim against Tiffany Davis in the Action, alleging breach of contract, contractual indemnity and other claims. Miracle-Ear, Hearing Pro, and Davis attempted to cooperate with one another, to the extent possible, in the Action to defeat Plaintiffs' claims against them.

NOTE 10 CONTINGENCIES (CONT.)

The case was litigated through discovery and was eventually mediated by mediator Arthur Boylan on December 8, 2021, in Minneapolis. At the December 8, 2021 mediation, Miracle-Ear, Hearing Pro, and Davis cooperated in negotiating with the Plaintiffs, and ultimately agreed to a settlement of Plaintiffs' claims in the Action for $8 million, plus additional non-monetary terms. On December 21, 2021, Miracle-Ear, Davis, HearingPro, and Las Davis signed a Term Sheet outlining the principal terms of their agreement regarding how the $8 million settlement with Plaintiffs will be funded, as between them. Through this term sheet, it was determined that Miracle-Ear would contribute $1 million towards the settlement fund and advance the remaining $7 million to Hearing Pro through a promissory note, which was signed during 2022.

The promissory note is presented on the consolidated balance sheets as notes receivable at December 31, 2023. The note bears interest at a rate of 2.5% and requires annual principal payments ranging from $375,000 to $1,000,000 plus accrued and unpaid interest commencing on March 31, 2024 through March 31, 2033. The terms of the note include provisions allowing for up to $4.4 million of the note to be forgiven contingent upon HearingPro meeting certain expansion goals within underlying expansion loans that are available for Tiffany Davis and her franchisees through December 31, 2031. Management has control of how these expansion loans are structured, however, the dollar value of forgiveness (based on store size and units required for forgiveness) are defined within the promissory note. The terms of the promissory note also provide for deferment of payments totaling $400,000, in aggregate, at any given time. This note was subsequently repaid in 2024 when the Miracle Ear Flagship business acquired HearingPro and Las Davis Enterprises Inc.

NOTE 11 PROFIT SHARING PLAN

The Company maintains a 401 (k) profit sharing plan for employees meeting the eligibility requirements as provided in the plan. Employees may contribute from 1 % to 50% of their compensation. The Company matches 100% on the first 3% of contributions and 50% on the second 3% of contributions. Additionally, the Company may make contributions at the discretion of the Board of Directors. Company contributions were $821,356 and $839,578 for the years ending December 31, 2024 and 2023, respectively.

NOTE 12 BUSINESS COMBINATIONS

During 2023 the Company completed transactions to acquire the assets of 2 retail locations for $666,500.

A summary of the fair values of assets and liabilities, to which the total purchase price was allocated for the transactions occurring during the year ended December 31, 2023 are as follows:

	Allocated Fair Value
Cash and cash equivalents	$ 200
Property and equipment, net	18,527
Intangible assets	71,295
Contract liabilities	(37,355)
Goodwill	613,833
Total allocated purchase price	$ 666,500

The total purchase price for acquisitions during the year ended December 31, 2023 was funded as follows:

Cash consideration	$ 501,500
Deferred Liabilities	165,000
Total purchase price	$ 666,500

Deferred liabilities funding includes earn-out liabilities and deferred purchase price payments. Earn-out liabilities are considered to be contingent liabilities and are based on attainment of certain post-closing financial performance metrics achieved by the acquired entities. Contingent liabilities relating to future earn-out payments are recorded at the closing of each transaction based on management's anticipated future achievement of these performance metrics. The portion of the purchase price relating to contingent liabilities was $165,000 for transactions that occurred during the year ended December 31, 2023. As of December 31, 2023 contingent liabilities were $775,581 and deferred purchase price payments were $613,434, and are presented within other short-term payables on the consolidated balance sheet. The goodwill of $613,833 represents future economic benefits expected to arise from synergies from combining operations of the businesses.

NOTE 12 BUSINESS COMBINATIONS (CONT.)

In connection with the allocation of the purchase price to the assets acquired and liabilities assumed, the Company identified certain intangible assets. Acquisition-date identifiable intangible assets primarily consist of intangibles derived from customer files. The customer files were valued using a discounted cash flow method.

NOTE 13 SUBSEQUENT EVENTS

The Company evaluates events ovvurring after the date of the accompanyng consolidated financial statements for potential recognition or disclosure in the consolidated financial statements. The Company has evaluated subsequent events through March 10, 2025, the date the consolidated financial statements were available to be issued.

MIRACLE-EAR, INC. AND SUBSIDIARY

Consolidated Financial Statements

December 31, 2022, 2021 and 2020

(With Independent Auditors' Report Thereon)

MIRACLE-EAR, INC. AND SUBSIDIARY

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KPMG LLP
4200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402

Independent Auditors' Report

To the Board of Directors
Miracle-Ear, Inc.:

Opinion

We have audited the consolidated financial statements of Miracle-Ear, Inc. and its subsidiary (the Company), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations, statements of stockholder's equity, and statements of cash flows for each of the years in the three-year period ended December 31, 2022, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the three years ended December 31, 2022, 2021 and 2020 in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Emphasis of Matter

As discussed in Note 1 and 8 to the consolidated financial statements, the Company has significant transactions with related parties including Amplifon (USA), Inc., its Parent Company, and its affiliates. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and

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therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated 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 consolidated 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 consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

KPMG LLP

Minneapolis, Minnesota
March 30, 2023

MIRACLE-EAR, INC. AND SUBSIDIARY

Consolidated Balance Sheets

December 31, 2022 and 2021

Assets		2022	2021
Current assets:			
Cash and cash equivalents	$	197,442	207,388
Accounts receivable, less allowance for doubtful accounts of $44,734 in 2022 and $456,645 in 2021		10,679,179	12,980,924
Notes receivable, current portion		283,075	574,827
Receivable due from Related Party		304,200	—
Receivable due from Parent		—	2,813,335
Inventories, net		2,308,852	2,256,841
Prepaid expenses and other assets		1,035,890	1,192,254
Total current assets		14,808,638	20,025,569
Notes receivable, noncurrent portion, less allowance for doubtful notes of $0 in 2022 and $346,542 in 2021		9,088,354	1,725,872
Investments		—	6,184,438
Property and equipment, net		2,042,387	1,809,116
Right of use assets, net		4,614,018	3,160,648
Goodwill		23,635,540	14,515,473
Intangible assets, net		4,881,978	5,506,222
Other assets, net		644,130	544,032
Deferred tax assets		—	1,335,792
Total assets	$	59,715,045	54,807,162
Liabilities and Stockholder's Equity			
Current liabilities:			
Accounts payable	$	5,409,769	10,223,146
Payable due to Parent		810,528	—
Payable due to Amplifon S.p.A.		6,184,779	14,794,966
Accrued wages		2,417,481	2,681,528
Accrued product returns reserves		2,536,599	3,175,629
Contract liabilities, current portion		6,189,484	4,924,285
Lease liabilities, current portion		1,639,764	1,311,142
Other short-term payables		3,944,942	605,731
Total current liabilities		29,133,346	37,716,427
Accrued retirement benefits and deferred compensation		—	6,117,057
Contract liabilities, non-current portion		6,002,213	4,994,549
Lease liabilities, non-current portion		2,958,209	1,947,653
Other long-term payables		1,350,460	1,407,460
Deferred tax liabilities		514,318	—
Total liabilities		39,958,546	52,183,146
Commitments and contingencies (see notes 7 and 10)			
Stockholder's equity:			
Common stock at $0.01 par value			
Authorized shares – 10,000			
Issued and outstanding shares – 500		5	5
Due from related parties, net		(51,415,400)	(51,415,400)
Additional paid-in capital		22,691,866	22,804,483
Retained earnings		48,480,028	31,234,928
Total stockholder's equity		19,756,499	2,624,016
Total liabilities and stockholder's equity	$	59,715,045	54,807,162

See accompanying notes to consolidated financial statements.

MIRACLE-EAR, INC. AND SUBSIDIARY

Consolidated Statements of Operations

Years ended December 31, 2022, 2021 and 2020

	2022	2021	2020
Net revenues	$ 180,888,123	169,646,956	134,442,602
Cost of sales	47,736,376	38,176,167	32,724,099
Gross profit	133,151,747	131,470,789	101,718,503
Selling, general and administrative expenses	86,459,990	69,614,372	42,917,405
Management fee (see note 8)	23,541,926	20,505,852	11,942,554
Total operating expenses	110,001,916	90,120,224	54,859,959
Income from operations	23,149,831	41,350,565	46,858,544
Other income (expense):			
Interest income (expense), net	87,138	301,889	400,013
Other income (expense), net	(402,641)	519,875	452,363
Total other income (expense)	(315,503)	821,764	852,376
Income before income taxes	22,834,328	42,172,329	47,710,920
Income tax expense	5,589,228	10,607,976	11,071,134
Net income	$ 17,245,100	31,564,353	36,639,786

See accompanying notes to consolidated financial statements.

MIRACLE-EAR, INC. AND SUBSIDIARY

Consolidated Statements of Stockholder's Equity (deficit)

Years ended December 31, 2022, 2021 and 2020

	Common stock		Due from related parties, net	Additional paid-in capital	Retained earnings	Total stockholder's equity (deficit)
	Shares	Amount				
Balances at December 31, 2019	500	$ 5	(67,322,142)	22,590,445	60,030,789	15,299,097
Capital contribution from Parent Company for stock compensation	—	—	—	151,786	—	151,786
Net transfers from/payments to parent	—	—	(81,093,258)	—	—	(81,093,258)
Non-cash dividends to parent	—	—	97,000,000	—	(97,000,000)	—
Net income	—	—	—	—	36,639,786	36,639,786
Balances at December 31, 2020	500	5	(51,415,400)	22,742,231	(329,425)	(29,002,589)
Capital contribution from Parent Company for stock compensation	—	—	—	62,252	—	62,252
Net income	—	—	—	—	31,564,353	31,564,353
Balances at December 31, 2021	500	5	(51,415,400)	22,804,483	31,234,928	2,624,016
Capital contribution from Parent Company for stock compensation (redemption)	—	—	—	(112,617)	—	(112,617)
Net income	—	—	—	—	17,245,100	17,245,100
Balances at December 31, 2022	500	$ 5	(51,415,400)	22,691,866	48,480,028	19,756,499

See accompanying notes to consolidated financial statements.

MIRACLE-EAR, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years ended December 31, 2022, 2021 and 2020

	2022	2021	2020
Cash flows from operating activities:			
Net income	$ 17,245,100	31,564,353	36,639,786
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation of property and equipment	523,997	254,915	224,293
Amortization of right of use assets	1,531,343	1,147,582	911,158
Amortization of intangible assets	1,225,559	2,375,603	3,411,316
Bad debt expense (income)	(411,911)	153,252	1,219,566
(Gain) / loss on sale of fixed assets	33,632	—	(69,585)
(Gain) / loss on redemption of notes	(2,818,591)	(803,062)	(1,333,844)
(Gain) / loss on termination of leases	(21,992)	—	—
(Gain) / loss on sale of stores	—	(13,682)	—
Deferred income taxes	1,850,110	(473,944)	(1,768,654)
Stock-based compensation	(112,617)	62,252	151,786
Unrealized gain on investments, net	—	(1,238,168)	(892,295)
Change in operating assets and liabilities:			
Trade accounts receivable	2,270,371	475,805	10,662,499
Inventories	47,071	2,138,637	(4,074,537)
Prepaid expenses and other assets	99,478	(868,286)	(365,713)
Payables and accrued expenses	(5,463,692)	(6,354,043)	(590,614)
Amounts due to/from Related Party	(304,200)	—	—
Amounts due to/from Parent Company	3,735,598	(38,666,941)	35,832,577
Amounts due to/from Amplifon S.p.A.	(8,610,187)	14,794,966	—
Contract liabilities	1,444,253	(2,731,857)	(538,513)
Accrued wages and retirement obligation	(6,381,104)	1,022,089	(562,628)
Operating lease liabilities	(1,623,543)	—	—
Other payables	992,403	30,441	—
Net cash provided by operating activities	5,251,078	2,869,912	78,856,598
Cash flows from investing activities:			
Acquisition of property and equipment	(1,024,899)	(1,372,351)	(56,631)
Purchase of relocation intangibles	—	—	(147,391)
Business combinations, net of cash acquired	(6,025,605)	(1,496,815)	—
Proceeds from sale of property, equipment and intangibles	790,693	31,688	67,688
Issuance of notes receivable	(8,251,500)	(2,007,000)	(90,000)
Proceeds on notes receivable	2,439,119	1,710,787	1,858,760
Proceeds on notes receivable from affiliates	1,299,442	252,970	1,341,300
Sale of investments	6,184,438	1,174,225	867,961
Net cash provided by (used in) investing activities	(4,588,312)	(1,706,496)	3,841,687
Cash flows from financing activities:			
Revolving credit facility	—	—	(2,663,153)
Payments to Parent Company, net	—	—	(79,053,193)
Principal Payments on Capital Leases	—	(1,169,736)	(768,231)
Payments on Acquisition Liabiities	(672,712)	—	—
Net cash used in financing activities	(672,712)	(1,169,736)	(82,484,577)
Net increase (decrease) in cash and cash equivalents	(9,946)	(6,320)	213,708
Cash and cash equivalents:			
Beginning of year	207,388	213,708	—
End of year	$ 197,442	207,388	213,708
Supplemental disclosures of noncash investing and financing activities and cash flow information:			
Accounts receivable converted to notes receivable, net	$ —	320,000	—
Deemed dividend to Parent Company	—	—	97,000,000
Cash paid for income taxes	4,501,088	11,698,865	487,546
Cash received for interest	199,853	203,776	506,889

See accompanying notes to consolidated financial statements.

(1) Summary of Significant Accounting Policies

(a) Nature of Business

Miracle-Ear, Inc., a Minnesota corporation, (the Company or Miracle-Ear) is a wholly owned subsidiary of Amplifon (USA), Inc., a Delaware corporation, (Amplifon or Parent Company) and an indirect, wholly owned subsidiary of Amplifon S.p.A., an Italian corporation whose shares are publicly traded on the Milan, Italy exchange.

The Company is engaged in the distribution and sale of hearing aids, under the brand Miracle-Ear, through both its franchises and Company-owned stores, with operations primarily in the United States. The Company also licenses the Miracle Ear brand to franchisees and earns initial and ongoing royalty payments in exchange for use of the brand and related intellectual property.

(b) Recently issued accounting pronouncements

In June 2016, the FASB issued ASU 2016-13, Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments and subsequent amendments to the initial guidance: ASU 2018-19, ASU 2019-04, ASU 2019-05, and ASU 2019-11 (collectively, "Topic 326"). Topic 326 changes the impairment model for most financial assets and certain other instruments. For trade and other receivables, guarantees and other instruments, entities will be required to use a new forward-looking "expected loss" model that will replace the current "incurred loss" model and generally will result in the earlier recognition of credit losses. The Company is required to adopt this new guidance in the first quarter of fiscal 2023 on a modified-retrospective basis as required by the standard by means of a cumulative-effect adjustment to the opening balance of retained earnings in the statements of financial position and stockholders' equity as of the effective date. The Company is evaluating the impact that adoption of Topic 326 will have on the consolidated financial statements.

(c) Recently adopted accounting pronouncements

In October 2021, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2021-08, Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers, which requires an acquirer in a business combination to recognize and measure contract assets and contract liabilities in accordance with Accounting Standards Codification Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-08 in the first quarter of 2022 and the adoption had no material impact to the Company's consolidated financial statements.

In November 2021, the FASB issued ASU 2021-10, Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance, requiring annual disclosures about transactions with a government that are accounted for by analogizing to a grant or contribution accounting model. The new guidance requires the disclosure of the nature of the transactions, the accounting for the transactions, and the effect of the transactions on the financial statements. The Company adopted ASU 2021-10 during the year ended December 31, 2022, and the adoption did not have a material impact to the Company's consolidated financial statements.

(d) Principles of Consolidation

The consolidated financial statements include the accounts of the Company and Company's wholly owned subsidiary ME Pivot Holdings, LLC, a Minnesota limited liability company. All significant intercompany accounts and transactions have been eliminated in the consolidation.

(e) Basis of Presentation

These consolidated financial statements do not necessarily reflect the financial position, result of operations and cash flows of the Company as if it operated as an autonomous entity and had to obtain

the services and capital financing provided by the Parent Company from unrelated third parties. Although the Company's management believes the allocations and charges for such services to be reasonable, the cost of these services charged to the Company are not necessarily indicative of the costs that would have been incurred had the Company been a stand-alone entity or what they will be in the future.

(f) Use of Estimates

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

(g) Cash and Cash Equivalents

The Company considers all highly liquid instruments with an original maturity of three months or less to be cash equivalents. The Company maintains cash deposits which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to significant credit risk in cash and cash equivalents.

(h) Accounts Receivable

The majority of the Company's accounts receivable are due from franchisees. Credit is extended based on evaluation of a franchisee's financial condition, and generally, collateral is not required. Accounts receivable are primarily due within 30 days and are stated at amounts due from the franchisee net of an allowance for doubtful accounts. Accounts receivable outstanding longer than the contractual payment terms are considered past due. The Company determines its allowance based on the expected loss considering a number of factors, including the length of time trade accounts receivable are past due, the condition of the general economy, and the industry as a whole. The Company writes off accounts receivable when they become uncollectible, and payments subsequently received on such receivables are recognized as a reduction of bad debt expense.

(i) Inventories and Cost of Sales

Inventories, consisting entirely of finished goods, are valued at the lower of cost or net realizable value. Cost is determined by the first-in, first-out method. The Company provides an allowance for obsolescence based on historical usage and changes in product design. Product costs are included in Cost of Sales when the associated revenue is recognized, and includes a markup on products purchased from the Ultimate Parent and its affiliates recorded under a transfer pricing arrangement between us and the Ultimate Parent.

(j) Investments

Investments consist of mutual funds that are classified as trading securities. The Company's investments are recorded at fair value based upon quoted prices in active markets for identical assets with adjustments recognized in income. Investments are held in a rabbi trust, are not available for general corporate purposes but are subject to creditor claims in the event of insolvency. These investments are specifically designated as available to the Company solely for the purpose of paying benefits under the Company's deferred compensation plan (note 12).

(k) Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation and amortization. Expenditures for major renewals and betterments, which substantially increase the useful lives of existing assets, are capitalized. Maintenance and repairs are charged to operating expense as incurred.

The Company provides for depreciation of property and equipment over the estimated useful lives utilizing the straight-line method. Machinery and equipment, furniture and fixtures and equipment, and computer software are depreciated over five years. Computer equipment is depreciated over four years. Leasehold improvements are depreciated over the lesser of eight years and the remaining lease term.

(l) Capitalized Software

The Company capitalizes certain internal and external costs incurred to acquire internal use software. Capitalized software is included in property and equipment and is depreciated over five years.

(m) Leases

The Company leases property under operating leases, typically greater than 12 months, and determines if an arrangement contains a lease at inception. In general, an arrangement contains a lease if there is an identified asset and the Company has the right to direct the use of and obtain substantially all of the economic benefit from the use of the identified asset. The Company records a lease liability at the present value of lease payments over the lease term on the commencement date. The related right-of-use ("ROU") lease asset reflects rental escalation clauses, as well as renewal options and/or termination options. The exercise of lease renewal and/or termination options are at the Company's discretion and are included in the determination of the lease term and lease payment obligations when it is deemed reasonably certain that the option will be exercised. When available, the Company uses the rate implicit in the lease to discount the lease payments to present value; however, certain leases do not provide a readily determinable implicit rate. When a readily determinable implicit rate is not available, the Company estimates incremental borrowing rate to discount the lease payments based on information available at lease commencement.

When a contract includes both a lease element and a non-lease element, the Company separates payments associated with the lease and non-lease components and only utilizes the amount of fixed payments attributable to the lease component to calculate the lease liability and right-of-use asset. The Company considers expenses such as common area maintenance fees and any applicable taxes to be non-lease components. The leases generally contain renewal options for periods ranging from two to five years, which the Company is generally not reasonably certain to exercise and therefore are not considered in determining the lease term or the lease payments. The Company's leases generally do not include termination options for either party to the lease or restrictive financial or other covenants.

(n) Goodwill

Goodwill is not subject to periodic amortization and is tested for impairment on an annual basis. If an event occurs or circumstances change that would indicate the carrying amount may be impaired, goodwill will be tested for impairment on an interim basis. Impairment testing for goodwill is done at a reporting unit level. Currently, the Company has determined it has one reporting unit. In evaluating goodwill for impairment, the Company first assesses qualitative factors to determine whether it is more likely than not that the fair value of the reporting unit is less than its carrying value. If the Company concludes that it is more likely than not that the fair value of the reporting unit is greater than its carrying value, then no further testing is required. However, if the Company concludes that it is more likely than not that the fair value of the reporting unit is less than its carrying value, then a goodwill impairment test is performed to identify a potential impairment and measure the amount of impairment to be recognized, if any. The estimated fair value of the reporting unit is determined using various valuation techniques. An impairment loss would generally be recognized when the carrying amount of the reporting unit's net assets exceeds the estimated fair value of the reporting unit. No impairments were recorded for the years ended December 31, 2022, 2021 and 2020, respectively.

(o) Intangible Assets

Intangible assets include customer files and relocation intangibles costs. Intangible assets are amortized on a straight-line basis with estimated useful lives ranging from 3 to 10 years. The straight-line method of amortization of these assets reflects an appropriate allocation of the costs of the intangible assets to earnings in proportion to the amount of economic benefits obtained by the Company in each reporting period.

(p) Asset Impairment Assessments

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of such assets may not be fully recoverable. An impairment is evaluated based on the sum of undiscounted estimated future cash flows expected to result from use of the assets compared to its carrying value. If an impairment is recognized, the carrying value of the impaired asset is reduced to its fair value, based on discounted estimated future cash flows.

(q) Income Taxes

The Company accounts for income taxes utilizing the asset and liability method. Deferred tax assets and liabilities are recorded to reflect the future tax consequences of differences between the tax basis and financial statement carrying amounts of existing assets and liabilities. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. The Company recognizes the financial statement effects of a tax position when it is more likely than not, based on the technical merits, that the position will be sustained upon examination.

The Company is included in a consolidated federal income tax return with the Parent Company. The Company pays all tax liability amounts to the Parent Company as a result of filing consolidated federal and certain state income tax returns with the Parent Company. Certain state income taxes are paid on a separate company basis. The Company recognizes the related benefit or expense of deferred tax items and tax credits on a separate return basis.

(r) Revenue Recognition

The Company recognizes revenues when the performance obligation is satisfied, which is the point at which control of the promised goods or services are transferred to its customers, in an amount that reflects the consideration that the Company expects to be entitled to receive in exchange for those goods or services. Generally, control transfers to customers at the point in time when goods have been delivered to the customer, as that is generally when legal title and physical possession transfers to the customer. The timing of satisfaction of the Company's performance obligations is not subject to significant judgment. The Company does not recognize a material amount of revenues over time.

The Company recognizes revenue for the satisfaction of several different performance obligations, to each of which the Company allocates a percentage of the total transaction price based on the relative standalone selling price of the performance obligation. The principal performance obligations offered by the Company include:

- Devices and accessories are generally transferred to customers at the point in time when goods have been delivered to the customer. Invoices for devices and accessories are issued at the time of the sale and are subject to customary credit and collection terms.

- Aftercare services is a commitment to provide future minor maintenance or adjustment of devices that have been previously sold to the Customer. Revenue for this performance obligation is recognized over time, generally a four-year period following the sale date, as the Company performs the related services.

- Loss and damage coverage is a three-year protection plan offered to the customer under which a customer is entitled to reduced prices on replacement hearing aids that are lost or damaged. Revenue for this performance obligation is recognized as the Customer replaces their device and exercises their right to the discounted replacement device.

- Trade-up options is a discount offered by the Company on certain replacement devices if and when the Customer replaces an existing device with another device, generally required to include greater features that the features of the device being replaced. Revenue for this performance obligation is recognized as the Customer replaces their device and exercises their right to the new device. In March 2021, this offering was discontinued and the offering is no longer available to customers.

- License to use the Miracle-Ear brand and related intellectual property, generally billed to the Customer via franchise fees, take the form of both initial franchise fees and royalties. Initial franchise fees are received at the beginning of the franchise relationship and are recognized over the period of the underlying franchise agreement, generally a five-year period. Royalties are subject to the sales-based or usage-based royalty exception, and as a result are generally recognized when the subsequent sale or occurs by the franchisee. Royalties are collected at the same time as the related product sale from the Company to the franchisee.

Contract Balances: The timing of revenue recognition, billings and cash collections results in deferred revenue from customers on the consolidated balance sheet. Contract assets and liabilities are reported on a contract-by-contact basis.

Capitalized Contract Costs: The Company capitalizes contract costs, namely costs incurred in order to obtain and fulfill a contract (e.g. commissions) in accordance with ASC 340, and are shown as an asset in the financial statements within other assets (short and long-term). The balance of capitalized contracts costs as of December 31, 2022 and 2021, are $538,503 and $349,116, respectively.

Material Rights: The Company identifies material rights included as part of contract liabilities relate solely to loss and damage coverage and trade-up options as described above.

Contract Liabilities: The Company records contract liabilities which refer to deferred income for goods and services provided to customers after the date of the initial product sale (aftercare services, extended warranties, material rights and franchise fees recognized over the average life of franchise agreements).

(s) Vendor Agreements

Until October 2021, the Company purchased substantially all of its hearing instruments to be distributed by franchises from one unrelated third-party vendor. Beginning in October 2021, Amplifon S.p.A. signed a global supply agreement with this vendor in 2021, whereby the Ultimate Parent serves as a global distributor, purchasing a portion of the products used from the vendors and reselling to the Company. This process is known to the Company as “1PC”. Additionally, the Company purchases warranties and services indirectly from this vendor.

The vendor is responsible for all services necessary to fulfill any obligation under the warranty given. Also, the vendor is responsible for repair services on behalf of the Company for remakes, losses, and damages for Miracle-Ear products that are not covered by a valid warranty.

The portion of accounts payable outstanding at December 31, 2022 and 2021 which was due to this vendor related to direct purchases was $722,506 and $3,042,394, respectively. The net portion of related party accounts payable/receivable related to indirect purchases under the global supply agreement at December 31, 2022 and 2021 is shown below, which includes a markup on individual transactions for transfer pricing:

	December 31,	
	2022	2021
Payables related to 1PC:	$ (16,785,066)	$ (13,155,782)
Receivables related to 1PC:	9,252,541	-
Net (Payables) / Receivables related to 1PC:	$ (7,532,525)	$ (13,155,782)

The Company books a year-end transfer pricing adjustment, which can either be an increase or decrease to the total amount of transfer price expense booked throughout the year. The Company believes there are numerous other suppliers that could be substituted should this supplier become unavailable or non-competitive.

(t) Advertising

The Company managed a National Marketing Fund with contributions provided by franchisees on the sale of each hearing aid, which are recognized as revenue on the Consolidated Statements of Operations. Advertising and promotion costs are expensed from this fund as incurred and were included in selling, general, and administrative expenses. Advertising expenses totaled $38,526,671, $34,604,318, and $22,180,389 for the years ended December 31, 2022, 2021 and 2020, respectively.

(u) Government Grants

Miracle-Ear, Inc. received a Paycheck Protection Program (PPP) Loan in June 2020 in the amount of $1,962,600. In addition, the Company was approved for a second PPP loan in February 2021 in the amount of $1,962,600. The PPP program was administrated by the U.S. government as a response to the economic impact of the COVID-19 pandemic. The funds could be utilized to pay for qualified payroll expenses, utilities, and rent for the subsequent 24 weeks. PPP Loans can be forgiven if certain qualifications are met, principally use of the proceeds to make payments for the qualified expenses. Government grant amounts are recognized as a reduction of the associated expense at the same time the associated expense is recognized in the Statement of Operations when the Company has concluded that it is eligible for the loan to be forgiven, and it is probable that the amounts will be forgiven. The Company has received notification that the loans had been forgiven and correspondingly recognized the entirety of the funds from both loans to offset payroll related expenses resulting in an offset to selling, general and administrative expenses in the amount of $1,962,600 for each of the years ended December 31, 2021 and 2020.

(2) Notes Receivable

Notes are extended to franchisees based on an evaluation of a franchisee's financial condition, and generally are secured with the assets of the business and a personal guarantee. Notes receivable outstanding longer than the contractual payment terms are considered past due. The Company determines its allowance by considering a number of factors, including the length of time notes receivable are past due, the condition of the general economy, and the industry as a whole. The Company writes off notes receivable when they become uncollectible, and payments subsequently received on such receivables are recognized as a reduction of bad debt expense.

Notes receivable at fiscal year-end are summarized as follows:

	December 31,	
	2022	2021
Type A	$ 2,356,866	$ 2,584,197
Type B	14,563	63,044
Type C	7,000,000	-
Less allowance for estimated credit losses	-	(346,542)
	9,371,429	2,300,699
Less current portion	(283,075)	(574,827)
	$ 9,088,354	$ 1,725,872

Type A franchise notes receivable represent notes initiated upon the establishment of new territory arrangements.

Type B franchise notes receivable represent notes provided to certain franchisees to support their store relocations or refurbishments.

Type C franchise notes receivable represent a promissory note extended to an existing Franchisee (Tiffany Davis). Refer to note 10 for further explanation.

All notes receivable are secured by the property of the franchise stores, personal guarantees, or security agreements.

The notes receivable maturities range in length from 6 months to 10 years.

(3) Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date (an exit price). Assets and liabilities recorded at fair value are categorized using a fair value hierarchy which requires assets and liabilities to be categorized into one of three levels based on the inputs used in the valuation. Assets and liabilities are classified in their entirety based on the lowest level of input significant to the fair value measurement. The three levels are defined as follows:

Level 1 Observable inputs based on quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 Observable inputs, other than those included in Level 1, based on quoted prices for similar assets and liabilities in active markets, or quoted prices for identical assets and liabilities in inactive markets.

Level 3 Unobservable inputs that reflect an entity's own assumptions about what inputs a market participant would use in pricing the asset or liability based on the best information available in the circumstances.

The Company's financial assets that are measured at fair value on a recurring basis as of December 31, 2021, and their level within the fair value hierarchy, are as follows:

	Fair Value Measurements at December 31, 2021			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Fair Value
Assets at fair value				
Mutual funds				
Equities	$ 3,663,896	$ -	$ -	$ 3,663,896
Fixed income	1,633,496			1,633,496
Total mutual funds	5,297,392	-	-	5,297,392
Money markets	887,046			887,046
Total assets at fair value	$ 6,184,438	$ -	$ -	$ 6,184,438

The Company considers that the carrying amount of other financial instruments, including accounts receivable, short-term and long-term notes receivable, due to/from Parent, related parties and Amplifon S.p.A., contract liabilities, accounts payable and accrued liabilities and other short-term payables, approximate fair value due to their short maturities.

During the year ended December 31, 2022, the corresponding deferred compensation plan was divested and all associated funds were paid out to franchisees.

(4) Intangible Assets

There was $1,225,559, $2,375,603 and $3,411,316 of amortization expense for years ended December 31, 2022, 2021 and 2020, respectively.

	2022	2021
Relocation intangibles	$ 6,209,534	$ 10,683,033
Accumulated amortization	(5,009,960)	(8,125,391)
Relocation intangibles, Net	1,199,574	2,557,642
Trademarks	100,890	100,890
Customer files	6,934,870	5,774,441
Accumulated amortization	(3,353,356)	(2,926,751)
Customer files, Net	3,581,514	2,847,690
Intangible assets, Net	$ 4,881,978	$ 5,506,222

Future amortization as of December 31, 2022 is as follows:

2023	711,444
2024	697,778
2025	663,822
2026	621,669
2027	580,302
2028 and Thereafter	1,606,963
Total	$ 4,881,978

Actual amounts may change from such estimated amounts due to additional intangible asset acquisitions, potential impairment, accelerated amortization, or other events.

(5) Property and Equipment

Depreciation and amortization expense on property and equipment totaled $523,997, $254,915 and $224,293 for the years ended December 31, 2022, 2021 and 2020, respectively.

	December 31,	
	2022	2021
Computer software	$ 2,237,441	$ 2,121,441
Leasehold improvements	1,672,948	1,158,402
Machinery and equipment	1,501,123	981,302
Furniture, fixtures, and equipment	221,208	215,666
Computer equipment	169,111	92,847
Licenses	83,191	28,191
Construction in progress	408,075	967,889
Property and equipment, Gross	$ 6,293,097	5,565,738
Less: Accumulated depreciation and amortization	(4,250,710)	(3,756,622)
Property and equipment, Net	$ 2,042,387	$ 1,809,116

(6) Income Taxes

The Parent Company files a consolidated tax return. The Parent Company retains the income tax receivable (payable) balance. The Company has recorded in Due to/from Parent an income tax payable of $241,745 and $1,377,096 as of December 31, 2022 and 2021, respectively. The provision for income taxes for each period, computed as if the Company filed a separate income tax return, is summarized as follows:

	2022	2021	2020
Current income tax expense	$ 3,739,116	$ 11,081,920	$ 12,840,043
Deferred income tax expense (benefit)	1,850,112	(473,944)	(1,768,654)
Income tax expense	$ 5,589,228	$ 10,607,976	$ 11,071,389

Total income tax expense differs from the expected tax expense computed by applying the U.S. federal corporate tax rate to income before income taxes, primarily due to state income taxes and other permanent differences.

Significant components of the Company's net deferred income tax assets ("DTAs") and liabilities ("DTLs") are as follows:

	2022	2021
Bad debt reserve	$ 11,204	$ 200,956
Reserve for sales returns	515,744	641,719
Intangibles	-	812,742
Accrued expenses	1,322,405	1,012,594
Contract liabilities	1,252,393	1,032,948
Lease liabilities	1,151,564	824,337
Other	608,376	671,909
Total DTAs	4,861,686	5,197,205
Goodwill	(3,537,549)	(2,302,361)
Depreciation	(304,534)	(122,941)
Relocation incentive payments	(300,376)	(645,318)
Intangibles	(77,962)	-
Right of use assets	(1,155,583)	(790,793)
Total DTLs	(5,376,004)	(3,861,413)
Net DTA (DTL)	$ (514,318)	$ 1,335,792

The Company recognizes the financial statement effect of a tax position when it is more likely than not, based on the technical merits, that the position will be sustained upon examination. At both December 31, 2022 and 2021, the Company had $0 of unrecognized tax benefits that, if recognized, would result in a reduction of the effective tax rate. The Company recognizes interest expense and penalties related to the above unrecognized tax benefit within current tax expense.

As of both December 31, 2022 and 2021, the Company had $0 accrued for interest and penalties. The Company pays all tax liabilities to the Parent Company, therefore, any liability for uncertain tax benefits would be classified as due to/from Parent.

The Parent Company's income tax returns are subject to examination for 2018 and subsequent years. Federal and state income tax returns are generally subject to examination for a period of three to five years after filing of the respective returns. The state impacts of any federal changes remain subject to examination by various states for a period of up to one year after formal notification to the states.

(7) Leases

The components of lease cost for the years ended December 31, 2022, 2021 and 2020 were as follows:

	2022	2021	2020
Operating/capital Lease Cost			
Amortization of right of use assets	$ 1,531,343	$ 1,147,582	$ 911,158
Interest on lease liabilities	109,514	82,933	106,876
Total Operating/capital lease cost	1,640,858	1,230,515	1,018,034
Total Lease Cost	$ 1,640,858	$ 1,230,515	$ 1,018,034

Amounts reported in the consolidated balance sheets as of December 31, 2022 and 2021, were as follows:

	2022	2021
Operating/capital leases:		
Right-of-use assets	$ 7,400,982	$ 5,495,581
Accumulated amortization	(2,786,964)	(2,334,933)
Right-of-use assets, net	$ 4,614,018	$ 3,160,648

Maturities of lease liabilities under noncancelable leases as of December 31, 2022, are as follows:

	Operating/ Capital Leases
2023	$ 1,757,446
2024	1,356,216
2025	992,443
2026	568,266
2027	189,478
Thereafter	-
Total undiscounted lease Payments	4,863,849
Less: Imputed interest	(265,876)
Total lease liabilities	$ 4,597,973

	Year Ended December 31,	
	2022	2021
Weighted average interest rate	3.18%	3.27%
Weighted average lease term (months)	31	26

(8) Other Related-Party Transactions

The Company procures certain management, administrative, and information technology services from the Parent Company, which also receives services from Amplifon S.p.A. Further, the Company purchases product through Amplifon S.p.A's global purchasing agreement. The Parent Company and its subsidiary operations centralize procurement, administration, and information technology activities of the group.

In 2022, 2021 and 2020, the Company received from the Parent Company intercompany charges of $23,541,926, $20,505,852 and $11,942,554, respectively, for corporate services classified as management fees in the consolidated statement of operations.

The Company's transactions with its Parent Company are recorded in an intercompany account according to the Parent Company's instructions. In 2020, the company began separating the classification of intercompany charges between operating and financing activities. Operating activities are transactions made through the normal course of business such as hearing aid purchases, payroll recharges, and Parent company expense allocations. Furthermore, beginning in 2021, the Company began further separating the classification of operating activities recognized from the operating portion of the cash transferred to the Parent in accordance with the structured centralized cash management functions (i.e. cash pooling), which is classified as a receivable due from the Parent. This balance was generated in 2021 based on the related party transactions being recorded with an exchange of cash to/from the Parent. The intercompany operating balance classified as net receivable (payable) due (to) from Parent was ($810,528) and $2,813,335 as of December 31, 2022 and 2021, respectively, and is presented as a current (liability) asset in the accompanying consolidated balance sheets. Financing activities are transactions that are effectively considered a dividend and are driven primarily by the excess portion of the Company's cash pooling, in which the excess portion (above the operating portion) of the pool is utilized by the Parent to fund other wholly owned subsidiaries of the Parent Company as needed and pay dividend to Amplifon S.p.A. The amount due from related parties, net related to financing activities was $51,415,400 as of both December 31, 2022 and 2021, and is presented as a reduction in equity in the accompanying balance sheets.

The Company also procures certain management and administrative services from Amplifon S.p.A., as well as purchases of hearing aid inventory. These charges are settled in cash and recorded through intercompany transactions sent by Amplifon S.p.A. on an as needed basis, as well as through an electronic feed into the Company's general ledger. The intercompany operating balance classified as a net payable due to Amplifon S.p.A. is $6,184,779 and $14,794,966 as of December 31, 2022 and 2021, and is presented as a current liability in the accompanying balance sheet.

The Company declared a non-cash dividend to the Parent Company of $97,000,000 on December 31, 2020. The dividend was non-cash and was reflected as a reduction of retained earnings and the financing activities due from related parties, net included in total stockholder's equity. There was no such dividend paid to the Parent Company during the years ended December 31, 2022 and 2021.

The Company engages in acquisition activity with affiliated entities, namely entities of Miracle-Ear Flagship, LLC. As part of these acquisitions, notes receivable balances owed to the Company are fully redeemed as part of the closure of the acquisition. The cash received as part of these affiliate transactions are shown as Proceeds on notes receivable from affiliates in the Consolidated Statement of Cash Flows.

(9) Debt

The Company is party to a $15,000,000 uncommitted line of credit which bears interest at a rate of SOFR plus 1.6% for 30/60/90-day placements or can borrow immediately at the prime rate with interest payable monthly held by the Parent Company. The facility is subject to annual renewal by the Bank on October 31st of each year. The line of credit is cancellable at any time by either the Parent Company or the Bank. Upon termination by either party, the obligations under the agreement remain in full force and effect until all amounts outstanding under the facility have been paid in full. There was $0 and $0 outstanding on the respective lines of credit at December 31, 2022 and 2021, respectively. As of both December 31, 2022 and 2021, the Company had $767,000 of letters of credit outstanding which reduces the overall availability under the line of credit.

(10) Contingencies

The Company is subject to litigation arising from the normal course of business. In management's opinion, dispositions of these matters are not anticipated to have a material adverse effect on the financial position, results of operations, or cash flows of the Company.

In 2020, Miracle-Ear, Inc., HearingPro, Inc., and Tiffany Davis, along with Las Davis Enterprises, LLC, were sued by Mildred Baldwin and Ronald Struckhoff in a putative class action lawsuit, alleging that Miracle-Ear and HearingPro violated the Telephone Consumer Protection Act ("TCPA") due to certain calls placed by HearingPro in conjunction its operation of Miracle-Ear franchises. Miracle-Ear filed a crossclaim against HearingPro and a third-party claim against Tiffany Davis in the Action, alleging breach of contract, contractual indemnity and other claims. Miracle-Ear, HearingPro, and Davis attempted to cooperate with one another, to the extent possible, in the Action to defeat Plaintiffs' claims against them. The case was litigated through discovery and was eventually mediated by mediator Arthur Boylan on December 8, 2021, in Minneapolis. At the December 8, 2021 mediation, Miracle-Ear, HearingPro, and Davis cooperated in negotiating with the Plaintiffs, and ultimately agreed to a settlement of Plaintiffs' claims in the Action for $8 million, plus additional non-monetary terms. On December 21, 2021, Miracle-Ear, Davis, HearingPro, and Las Davis signed a Term Sheet outlining the principal terms of their agreement regarding how the $8 million settlement with Plaintiffs will be funded, as between them. Through this term sheet, it was determined that Miracle-Ear would contribute $1 million towards the settlement fund and advance the remaining $7 million to HearingPro through a promissory note, which was signed during 2022.

The promissory note is presented on the balance sheet as notes receivable at December 31, 2022. The note bears interest at a rate of 2.5% and requires annual principal payments ranging from $375,000 to $1,000,000 plus accrued and unpaid interest commencing on March 31, 2024 through March 31, 2033. The terms of the note include provisions allowing for up to $4.4 million of the note to be forgiven contingent upon HearingPro meeting certain expansion goals within underlying expansion loans that are available for Tiffany Davis and her franchisees through December 31, 2031. Management has control of how these expansion loans are structured, however, the dollar value of forgiveness (based on store size and units required for forgiveness) are defined within the promissory note. The terms of the promissory note also provide for deferment of payments totaling $400,000, in aggregate, at any given time.

(11) Profit Sharing Plan

The Company maintains a 401(k) profit sharing plan for employees meeting the eligibility requirements as provided in the plan. Employees may contribute from 1% to 50% of their compensation. The Company matches 100% on the first 3% of contributions and 50% on the second 3% of contributions. Additionally, the Company may make contributions at the discretion of the Board of Directors. Company contributions were $752,511, $601,113 and $172,748 for the years ending December 31, 2022, 2021 and 2020, respectively.

(12) Retirement Benefits and Deferred Compensation Plan

The Company had a nonqualified deferred compensation plan that provided franchisees, who elected to participate, the ability to defer a portion of their profit on hearing aids sold until a later date. Franchisees contributed into their choice of seven mutual fund asset allocation models plus a money market fund. The deferred amounts and market earnings thereon were payable to participants or designated beneficiaries at specified future dates or upon retirement or death. The Company did not make contributions to this plan or guarantee earnings. The deferred compensation liability of $6,117,057 as of December 31, 2021 was recognized as long-term liabilities. The Company recognized deferred compensation expense (income) for the increase (decrease) in the liability, net of franchisee contributions in selling, general and administrative expenses. During the year ended December 31, 2022, the plan was discontinued and the liability was paid from investments (Note 3).

(13) Business Combinations

During 2022 and 2021, the Company completed transactions to acquire the assets of 21 retail locations in both 2022 and 2021 for $9,680,660and $3,979,662, respectively.

A summary of the fair values of assets and liabilities, to which the total purchase price was allocated for the transactions occurring during the years ended December 31, 2022 and 2021 are as follows:

	Allocated Fair Value	
	2022	2021
Cash and cash equivalents	$ 2,846	$ 750
Accounts receivable, net	-	96,795
Inventories	99,082	9,088
Prepaid expenses and other assets	43,212	64,139
Property and equipment, net	94,161	191,612
Right of use assets	12,504	1,300,251
Intangible assets	1,175,583	1,520,682
Deferred tax assets	4,683	-
Deferred tax liabilities	(4,683)	(173,792)
Accounts Payable	-	(49,502)
Other Payables	(11,285)	(44,000)
Contract Liabilities	(828,610)	(1,001,438)
Lease Liabilities	(12,504)	(1,300,251)
Goodwill	9,105,671	3,365,328
Total allocated purchase price	9,680,660	3,979,662

The total purchase price for acquisitions during the years ended December 31, 2022 and 2021 were funded as follows:

	2022	2021
Cash consideration	$ 6,014,055	$ 1,496,815
Deferred liabilities	2,962,520	1,764,500
Notes and accounts receivable forgiveness	704,085	718,347
Total purchase price	9,680,660	3,979,662

The Company's business combinations may have retroactive working capital adjustments to the initial purchase price, which may be funded through cash consideration paid in a subsequent year. Total cash consideration paid during the years ended December 31, 2022 and 2021 consists of the following:

	2022	2021
Cash consideration paid for current year year business combinations	$ 6,014,055	$ 1,496,815
Cash consideration paid during the current year for prior year business combinations	11,550	-
Total cash consideration paid	6,025,605	1,496,815

Deferred liabilities funding includes earn-out liabilities and deferred purchase price payments. Earn-out liabilities are considered to be contingent liabilities and are based on attainment of certain post-closing financial performance metrics achieved by the acquired entities. Contingent liabilities relating to future earn-out payments are recorded at the closing of each transaction based on management's anticipated future achievement of these performance metrics. The portion of the purchase price relating to contingent liabilities was $1,554,020 and $1,627,000 for transactions that occurred during the years ended December 31, 2022 and 2021, respectively. The portion of the purchase price relating to deferred purchase price payments was $1,408,500 and $137,500 for transactions that occurred during the years ended December 31, 2022 and 2021, respectively. These amounts are included within "deferred liabilities" on the table above. Contingent liabilities as of December 31, 2022 and 2021 were $2,553,308 and $1,627,000, respectively, and deferred purchase price payments were $1,501,000 and $137,500 as of December 31, 2022 and 2021, and are presented within Other short-term payables and Other long-term payables on the consolidated balance sheets.The goodwill of $9,105,671 and $3,365,328 for 2022 and 2021, respectively, represents future economic benefits expected to arise from synergies from combining operations of the businesses.

In connection with the allocation of the purchase price to the assets acquired and liabilities assumed, the Company identified certain intangible assets. Acquisition-date identifiable intangible assets primarily consist of intangibles derived from customer files. The customer files were valued using a discounted cash flow method.

(14) Subsequent Events

The Company evaluates events occurring after the date of the accompanying consolidated financial statements for potential recognition or disclosure in the consolidated financial statements. The Company has evaluated subsequent events through March 30, 2023, the date the financial statements were available to be issued.

EXHIBIT C

MIRACLE-EAR, INC. FRANCHISE AGREEMENT

MIRACLE-EAR
FRANCHISE AGREEMENT

«Legal_Entity_Name»

«Sort_Name»

DATA SHEET

EFFECTIVE DATE: _____ ("**Effective Date**")

PARTIES: Miracle-Ear, Inc. ("**Miracle-Ear**" or "**us**")

150 South 5th Street, Suite 2300

Minneapolis, MN 55402

_____ ("**Franchisee**" or "**you**")

_____

_____

OWNERS: The following is a complete list of all of your shareholders, partners, or members ("**Owners**") and the percentage interest of each individual:

Name	Position	Interest (%)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

INITIAL FRANCHISE FEE: $_____

ROYALTY: Subject to adjustment as provided in Section 4.2, you shall pay us a royalty ("**Royalty**") as follows:

(1) $30.15 for each AudioTone Pro hearing aid Franchisee purchases from Miracle-Ear; and

(2) $48.80 for each Miracle-Ear® hearing aid Franchisee purchases from Miracle-Ear.

NMF FEE: Seventy-five dollars ($75) per hearing aid ordered from Miracle-Ear ("**NMF Fee**")

Initial: _____ Date: _____ Initial: _____ Date: _____

Franchisee **Miracle-Ear, Inc.**

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MIRACLE-EAR
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "**Agreement**") is made as of the Effective Date between **Miracle-Ear, Inc.**, a Minnesota corporation with its principal place of business at 150 South 5th Street, Suite 2300, Minneapolis, MN 55402 ("**we**," "**us**," "**our**," or "**Miracle-Ear**"), and you ("**you**," "**your**," or "**Franchisee**").

RECITALS

A. We have developed a business method and concept (the "**System**") for the operation of retail hearing aid stores under the "MIRACLE-EAR" trademark ("**Miracle-Ear Centers**"), which promote, market, sell, and service a broad line of hearing aids ("**Hearing Aids**"), batteries, and other hearing aid accessories (collectively, "**Accessories**"), and ear care products ("**Ear Care Products**"). The distinguishing characteristics of the System (the "**System Standards**") include such things as the "MIRACLE-EAR" trademark and certain related trade names, service marks, trademarks, trade dress, logos, emblems, and indicia of origin as we designate, in writing, from time to time (collectively, the "**Proprietary Marks**"); interior and exterior store design, décor, and layout; management, operational, and advertising methods, techniques, and materials; and training and assistance to franchisees in promoting, marketing, selling, and servicing approved Hearing Aids, Accessories, and Ear Care Products (collectively, the "**Products**"), all of which may be changed and further developed by us from time to time;

B. We award Miracle-Ear® franchises to qualified individuals or entities to develop and operate multiple Miracle-Ear Centers within an assigned territory, to sell Products exclusively, and to furnish required presale and post-sale services ("**Services**") to consumer-users of Products, in compliance with the System Standards;

C. The Products and Services offered through the System include products and services using the "MIRACLE-EAR" trademark and related trade names, trademarks, and indicia of origin associated with Miracle-Ear ("**Branded**"), as well as certain approved products and services associated with other marks ("**Unbranded**");

D. You desire to enter into the business (the "**Franchise**") of developing and operating Miracle-Ear Centers within a designated development area set forth in Exhibit A ("**Territory**") in accordance with the System Standards, to enter into this Agreement with us for that purpose, and to receive the training and other assistance we provide in connection therewith; and

E. You understand and acknowledge the importance of our high standards of quality and service and the necessity of operating the business franchised hereunder in conformity with our System Standards and specifications.

IN CONSIDERATION of the covenants herein contained and other valuable consideration, receipt, and sufficiency of which are acknowledged, you and we, incorporating the Recitals above and the Data Sheet, agree as follows:

1. GRANT

1.1 Grant of Franchise. We grant to you the right, and you undertake the obligation, upon the express terms and conditions set forth in this Agreement, to establish and operate Miracle-Ear Centers under the Proprietary Marks and System (the "**Centers**") at approved locations in the Territory, and to use the Proprietary Marks and the System solely in connection therewith, as they may be changed and improved from time to time in our sole discretion. You acknowledge and agree that we are granting these rights to you in reliance upon your ability to achieve a minimum level of market penetration for each Center as measured by an annual minimum performance requirement ("**Minimum Performance Requirement**") further described in Section 7.14, and your commitment to maintain the existing Centers described in the Territory, and to establish and thereafter maintain a minimum number of additional Centers in accordance with the development schedule ("**Development Schedule**") as set forth in Exhibit B of this Agreement.

1.2 Approved Locations. You shall operate the Centers only at locations approved by us in the Territory (the "**Approved Locations**"). Each Approved Location shall be assigned an associated territory by us ("**Center Footprint**") based on the number of target consumers in the area. You shall not close or relocate any Center without our prior written approval. We shall have the right, in our discretion, to withhold approval of any proposed closure or relocation.

1.3 Development of Centers. Each Center operating as part of the Franchise shall be designated as full-time ("**Full-Time**"), part-time ("**Part-Time**"), or service center ("**Service Center**"). The operating hours and licensed provider requirements for each Full-Time and Part-Time location shall be set forth in the Operations Manual. For the term of this Agreement, you agree to maintain in operation any existing Full-Time and Part-Time Centers listed in Exhibit B; to relocate and thereafter maintain certain specified Full-Time and Part-Time Centers in accordance with relocation schedule set forth in Exhibit B ("**Relocation Schedule**"); and to develop, open, and thereafter maintain certain additional Full-Time and Part-Time Centers in specified locations within the Territory, pursuant to the development schedule set forth in Exhibit B ("**Development Schedule**"). The Relocation Schedule and Development Schedule (collectively, the "**Relocation and Development Schedules**") may only be amended, modified, or supplemented in accordance with Section 25. Service Centers refers to those satellite locations within nursing homes, senior centers, assisted living centers, and similar venues at which you have established regular office hours. Service Centers may be established in your discretion at locations that we approve.

1.4 Alternate Channels of Distribution. You shall offer and sell products only from the Centers and only in accordance with the requirements of this Agreement. You shall only offer or sell products to retail customers for their use and not for resale. You may not sell or offer to sell Products or Services by any method other than a Miracle-Ear Center including, but not limited to, retail locations (other than Centers); supermarkets, or convenience stores; catalogs or mail order; the Internet or other electronic means (an "**Alternate Channel of Distribution**"). For the avoidance of doubt, this restriction shall not prevent you from advertising your Centers, Products, and Services, in compliance with Section 12 hereof; nor shall this restriction prevent you from exhibiting at health fairs, participating in community events, or making home visits, so long as each such visit or activity is within your Territory and occurs on an irregular or infrequent basis during the year.

1.5 Supplementing the System. You acknowledge that we may, in our sole discretion, subject to the terms of this Agreement, (a) supplement, improve, change, and otherwise modify

the System from time to time, and (b) supplement, improve, change, remove, and otherwise modify the Products and Services from time to time.

1.5.1 Territorial Protection and Reserved Rights. Except as otherwise provided in this Agreement, during the term of this Agreement, and so long as you are in compliance with your Relocation Schedule and the Development Schedule, we shall not establish or operate, nor license or allow any other person or entity to establish or operate a Miracle-Ear Center using the Proprietary Marks at any location within the Territory. Notwithstanding this protection, we retain, without limitation, the following rights:

1.5.1.1 Operation of Miracle-Ear Centers Outside the Territory. To establish and operate, and license others to establish and operate, a Miracle-Ear Center under the System and the Proprietary Marks at any location outside your Territory, notwithstanding the proximity to your Territory, any Center, any Center Footprint, or any Approved Location.

1.5.1.2 Distribution and Sale of Ear Care Products and Accessories. To offer, sell, distribute, or otherwise provide, directly or indirectly, or license to others to sell or distribute, directly or indirectly, through any commercial channel inside and outside the Territory, other than a Miracle-Ear Center, including Alternate Channels of Distribution, Ear Care Products such as ear wash, ear drops, ear wax kits, and ear-rinse, and to include Miracle-Ear branded promotional materials in the packaging of such Branded products, so long as Miracle-Ear agrees to deposit in the NMF (as defined in Section 12.2) the net proceeds (i.e., gross receipts less all expenses, including taxes) received by Miracle-Ear from the sales of such Branded products; in addition, we retain the right to offer, sell, distribute, or otherwise provide Branded Accessories such as batteries on the same terms as Ear Care Products, provided, however, that any categories of Branded Accessories to be offered, sold, distributed or otherwise provided shall be set forth in the Operations Manual and deemed a Material Operational Change (as defined in Section 10.4) subject to FAC approval.

1.5.1.3 Distribution and Sale of OTC Hearing Aid Products Anywhere After Franchisee Approval. To offer, sell, distribute, or otherwise provide, directly or indirectly, or license to others to sell or distribute, directly or indirectly, Branded or Unbranded OTC Hearing Aids through any commercial channel inside and outside the Territory, including any Alternate Channel of Distribution, provided that any such sales of OTC Hearing Aids within the Territory, and use of the proceeds from such sales, must be approved in advance by a majority vote of the FAC. For purposes of this paragraph, "OTC Hearing Aids" shall refer to Hearing Aids described by any final regulations issued under the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 360j).

1.5.1.4 Distribution and Sale of Unbranded Products Anywhere. Except as otherwise set forth in this Section 1.5, and not otherwise prohibited in this Agreement, to manufacture, distribute, or sell products and services that are the same as or similar to Products and Services under names and symbols other than the Proprietary Marks, including Unbranded Products, and that these products may be sold by us or others in competition with you in the Territory or any Center Footprint, provided, however, that if you are in compliance with this Agreement, we will not directly own or operate an establishment engaged in the dispensing of Unbranded Products within the Territory, and will not sell Unbranded Products to retail hearing aid establishments operated by others within the Territory, except (a) where our rights to sell, market, or otherwise distribute the Unbranded Products are acquired from a third party (through license, merger, purchase of the third party or its assets, or otherwise), and we determine, based on the advice of legal counsel, that we have a contractual or other legal obligation to sell or continue selling the Unbranded Products to any person or entity within the Territory; or (b) where

we have, by written notice, offered you the opportunity to promote and distribute the Unbranded Products, on such terms and conditions as we may in good faith propose to you ("**Offer**"), and (i) you have declined or failed to accept such offer within thirty (30) days of having received notice of an offer, or (ii) after having accepted such offer, you are unable or fail to satisfy the terms and conditions pursuant to which the offer was made. Should we, after the notice to you, not fulfill the opportunity or stop doing so, we shall be prohibited from doing so, unless we make you the Offer again and we and you comply with the terms above.

1.5.1.5 National Accounts. To enter into contracts with companies or organizations, including insurance companies, that offer insurance or other hearing care plans (each, a "**National Account**") to provide Products and Services to the constituents of such National Account located within and outside the Territory at prices and in the manner specifically negotiated by us and each National Account. Each contract, or group of contracts may be designated by us in our sole discretion as a "**National Account Program.**" You will have the option to participate each such National Account Program if: (a) such National Account Program allows franchisee participation, (b) you meet the then-current requirements of the National Account Program, (c) you agree to abide by all of the terms and conditions of the contracts between such National Accounts in such National Account Program and us, (d) you execute any then-current documents associated with the National Account Program and each National Account included therein, and (e) enough franchisees elect to participate in the National Account Program to provide the minimum coverage required by such National Account. For the avoidance of doubt, if you elect to participate in a National Account Program, you must participate in all contracts that are part of that National Account Program. By way of example a Miracle-Ear branded insurance network would be one National Account Program, and a franchisee that signs up to be part of the network would have to participate in ALL contracts within it. Amplifon Hearing Health Care, which has its own terms and conditions, would be a separate National Account Program.

2. TERM AND RENEWAL

2.1 Term. This Agreement shall be in effect upon our acceptance and execution and, except as otherwise provided herein, the term of this Agreement shall be five (5) years from the date first above written, unless this Agreement is sooner terminated pursuant to its terms.

2.2 Renewal. Upon the expiration of the term of this Agreement, you may, subject to the following conditions, renew this Agreement for an additional term of then-current term length we are offering to new franchisees, which shall be no less than five (5) years and no greater than ten (10) years. We may require, in our sole discretion, that any or all of the following conditions be met prior to such renewal:

2.2.1 You shall give us written notice of your intention to renew this Agreement no more than three hundred sixty-five (365) days before the end of the term ("**Renewal Period Start Date**") nor fewer than one hundred eighty (180) days before the end of the term ("**Renewal Period End Date**"). If you fail to provide timely notice to us of your renewal by the Renewal Period End Date, we will remind you in writing (e.g. by email), and if you fail to provide your notice of renewal in response to our written reminder of the Renewal Period End Date within thirty (30) days of such reminder ("**Extended Renewal Period End Date**"), you will be deemed to have elected non-renewal. If you change your renewal or non-renewal election after the Extended Renewal Period End Date, you will incur a late notice fee for each week between the Extended Renewal Period End Date and the date that you provide a corrected notice equal to your average

weekly purchases of Products over the twelve (12) month period ending on the Renewal Period End Date, but not to exceed $5,000 per week.

2.2.2 You shall make or provide for, in a manner satisfactory to us, such renovation and modernization of the premises of each existing Center (the "**Premises**") as we may reasonably require in accordance with Sections 7.18, 7.19, 7.20, including, without limitation, purchase of additional or replacement equipment and renovation of signs to reflect the then-current System Standards;

2.2.3 You shall have cured any defaults for which you have been provided written notice, related to any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you or any of your affiliates and us or our subsidiaries or affiliates, provided, however, that if the applicable cure period for any default extends beyond the expiration date of this Agreement, you and we shall extend the term of this Agreement to provide the full cure period;

2.2.4 You shall have, in our reasonable judgment, substantially complied with all the terms and conditions of this Agreement during the term hereof;

2.2.5 You shall have satisfied all monetary obligations due and owed by you to us and our subsidiaries and affiliates, and to the NMF, and shall have satisfied those obligations in a substantially timely manner throughout the term of this Agreement;

2.2.6 You shall provide us with current leases and executed lease addenda for each Full-Time and Part-Time Center in the Territory;

2.2.7 If any portion of your Territory meets the then-current criteria for additional Development set forth in the Operations Manual, you and we shall agree on a Development Schedule and/or Relocation Schedule for such underdeveloped area for the renewal term or we shall modify the Center Footprints and reduce your Territory as necessary to remove such underdeveloped area; provided, however, that under no circumstance shall an existing Center be removed from your Territory;

2.2.8 You shall, at our option, execute our then-current form of franchise agreement and other ancillary agreements, which shall supersede this Agreement in all respects, and the terms of which may differ materially from the terms of this Agreement, including, without limitation, increasing your required royalty fees, NMF contributions, and other fees; and modifying your Territory, Development Schedule, and Relocation Schedule as set forth in Section 2.2.7 above; except that you shall not be required to pay an initial franchise fee;

2.2.9 You shall execute a general release, in a form prescribed by us, of any and all claims, known or unknown, that you might have against us or our subsidiaries or affiliates, and our and their respective officers, directors, agents, or employees arising from or related to this Agreement;

2.2.10 You shall comply with our then-current qualification and refresher training requirements as we are then requiring as a condition to franchise renewals generally; and

2.2.11 You shall be current with respect to your obligations to lessor, suppliers, and any others with whom you do business, unless such obligations are the subject of a *bona fide* dispute.

2.3 Changes to Form of Franchise Agreement. Miracle-Ear will provide to the FAC without charge, an electronic copy of each updated standard form of Franchise Agreement proposed to be used by Miracle-Ear, marked to indicate all proposed changes against the prior version to enable the FAC to have at least forty-five (45) days to provide comments to Miracle-Ear regarding such changes prior to Miracle-Ear implementing any of the proposed changes. For the avoidance of doubt, the review and comment rights set forth in this Section 2.3 shall not supersede any approval rights provided to the FAC in this Agreement.

3. OUR DUTIES

3.1 Sale of Products. We agree to offer to you Products on the delivery, credit, and other terms and conditions offered to other similarly situated franchisees and established by Miracle-Ear from time to time. Franchisee agrees to execute any and all documents reasonably requested by Miracle-Ear in connection with such offers. Should we grant you a line of credit, such documents may include, but are not limited to, letters of credit, security agreements, and financing statements, to insure payment of the amounts due to us for purchases of Products. We will issue, and periodically revise, price lists for Products offered by Miracle-Ear. Orders shipped by us prior to the effective date of any price increase will be at the old prices. We agree to give you at least thirty (30) days' notice of any price increases.

3.2 Product Warranties. We shall periodically issue consumer warranties for Products as we deem appropriate. You agree to furnish consumers with current copies of such warranty and other literature designated by us prior to making any sale of a Product to that consumer.

3.3 Manuals. We shall provide you with electronic access to our confidential operations manuals (the "**Operations Manual**"), as more fully described in Section 10 hereof.

3.4 Training. We shall provide the training as set forth in Section 6 hereof.

3.5 Ongoing Advice. We shall make available appropriate staff to assist you from time to time (subject to availability and mutually convenient scheduling) regarding business management and operational consultations. We will provide you with further consultation and advisory assistance on a continuing basis as we deem necessary, including visits to the Centers by our personnel. Subject to the availability of personnel and mutually convenient scheduling, we may also provide such other on-site consultation and assistance as you may reasonably request. During the term of this Agreement, we will advise you from time to time regarding operating issues concerning any Center disclosed by reports you submit to us or on-site inspections we make. Such guidance will, in our sole discretion, be furnished via written or electronic communication to all franchisees. In addition, we will furnish guidance to you from time to time, as we deem appropriate in our sole discretion, on the following matters concerning the System: standards, specifications, and operating procedures and methods to be utilized; purchasing required and recommended goods, equipment, materials, supplies, and services; advertising and marketing programs; employee training; and administrative bookkeeping and accounting procedures.

3.6 Computer System. We shall provide you with the proprietary computer software described in Section 9.1 hereof, and may designate third-party software or vendors, which must be used in the operation of the Franchise.

3.7 Advertising and Promotion Services. We may make available to you advertising and promotional materials at your expense as provided in Section 12 hereof. We may administer

the NMF (as defined in Section 12.2), and contribute thereto in the manner set forth in Section 12.2 hereof.

3.8 Specifications. We may furnish you, at no charge to you, a set of customized design drawings and specifications (not construction drawings) for interior design and layout of Miracle-Ear Centers, including requirements for image, equipment, signs, and other procedures. You acknowledge that such specifications shall not contain the requirements of any federal, state, or local law, code, or regulation (including without limitation those concerning the Americans with Disabilities Act or similar rules governing public accommodations or commercial facilities for persons with disabilities).

3.9 Fulfilling Our Obligations. In fulfilling our obligations pursuant to this Agreement, and in conducting any activities or exercising any rights pursuant to this Agreement, we (and our subsidiaries and affiliates) shall have the right: (a) to take into account, as we see fit, the effect on, and the interests of, other franchised businesses and systems in which we have an interest and on our own activities and the activities of our subsidiaries and affiliates; (b) to share market and product research, and other proprietary and non-proprietary business information basis with our subsidiaries or affiliates, with other franchised businesses and systems in which we, or our subsidiaries or affiliates, have an interest provided, however, that we will not share disaggregated customer and franchisee information with our affiliates for purposes of promoting our affiliates' or other third parties' products and services to such customers; (c) to introduce proprietary and non-proprietary items or operational equipment used by the System into other franchised systems in which we have an interest; and/or (d) to allocate resources and new developments between and among systems, and/or our subsidiaries or affiliates, as we see fit.

3.10 Performance by Designee. You acknowledge and agree that any duty or obligation imposed on us by this Agreement may be performed by any designee, employee, or agent of us, as we may direct.

4. FEES

4.1 Initial Franchise Fee. You shall pay to us, on execution of this Agreement, the initial franchise fee set forth on the Data Sheet (the "**Initial Franchise Fee**"). Upon receipt, the entire Initial Franchise Fee is fully earned and non-refundable in consideration of administrative and other expenses incurred by us in granting the Franchise and for our lost or deferred opportunity to enter into this Agreement with others.

4.2 Royalty Fee. Subject to adjustment as provided below, you shall pay us the Royalty as set forth on the Data Sheet above. We will bill you for the Royalty on the hearing aid invoice and you will pay the Royalty on the same terms applicable for payment for the hearing aids. We may adjust the Royalty no more than once every twelve (12) months (the "**Adjustment Date**") as follows: for each fiscal year commencing on the first Adjustment Date, the adjusted royalty for that fiscal year shall be no more than the lesser of: (1) 105% of the Royalty in effect under this Agreement during the preceding fiscal year; or (2) the then-current Royalty we charge new franchisees. We may develop additional hearing aid products to be sold by Miracle-Ear® franchisees. In such event, we shall notify you of the development of such hearing aid products and the applicable royalty for each product.

4.3 National Marketing Fund Fee. You shall make monthly expenditures and contributions for national advertising and brand promotion and initiatives as specified in Section 12.2 hereof.

4.4 CRM Program Fees. You shall pay us such monthly fee as we prescribe based on the invoices we present to you each month (the "**CRM Program Fee**") as specified in Section 12.9 hereof. Such fee shall not exceed US$570 per month per Center during the term of this Agreement, but may be subject to increase on amendment, transfer, or renewal.

4.5 Transfer Fees. In connection with the transfer of this Agreement, any direct or indirect interest in you, or in all or substantially all of the assets of the Franchise or any Center, you shall pay us a transfer fee as applicable pursuant to Section 15.

4.6 Third-Party Retailer Payments. If Franchisee enters into a sublicense agreement with us for space located in a store owned by a third-party retailer, Franchisee will pay the third-party retailer fees in such amounts as specified in, and calculated as provided in, the appropriate Third-Party Retailer Master Agreement.

4.7 Payments. All payments to us required by this Agreement, including, without limitation, Sections 4 and 12 hereof shall be paid within thirty (30) calendar days of your receipt of our invoice. We reserve the right to require that all such payments be made by electronic fund transfer or direct deposit with at least thirty (30) days' advanced written notice. Any payment not actually received by us on or before the 30th calendar day after your receipt of our invoice will be deemed overdue. If any payment is overdue by thirty (30) days or more: (a) you shall pay us the overdue amount as well as interest on such amount from the date it was due until the date it is received by us, and (b) we, in our sole discretion, may place you on "Cash With Order" status until you are in compliance with payment requirements. If we elect to place you on "Cash With Order" status, we shall advise you in writing (e.g. by email or other electronic communication) of such status at least two (2) weekdays (excluding any federal holidays) in advance. Any interest due under this Section shall be calculated as the lesser of ten percent (10%) per annum, or the maximum rate permitted by applicable law. Entitlement to such interest shall be in addition to any other remedies we may have. You shall not be entitled to set off any payments required to be made under this Agreement against any monetary claim you may have against us. However, you acknowledge and agree that we have the right to set off any amounts that we may be required to pay to you under this Agreement against amounts that you or your owners owe to us.

5. DEVELOPMENT OF CENTERS

5.1 First Approved Location. If, as of the Effective Date, you do not have any existing Centers in the Territory, you will submit your proposed site for the first such Center to us within sixty (60) days from the Effective Date, and must obtain our approval of a proposed site within one hundred twenty (120) days from the Effective Date. You must sign a lease or otherwise acquire a site for the first Center within one hundred fifty (150) days from the Effective Date, and you shall commence operation of the first Center not later than two hundred ten (210) days after the Effective Date of this Agreement. The parties agree that time is of the essence in the opening of such Center and that your failure to open the Center within the time periods described in this Section 5.1 shall be considered a material breach and default under this Agreement and will entitle us to terminate this Agreement pursuant to Section 16 hereof. However, you have the right to request extensions of such deadlines, and we may grant such extension requests in our sole discretion.

5.2 Development and Opening Requirements. You must secure the real estate or premises for each Center, through purchase or binding lease (which shall be in compliance with Section 5.3 hereof) for each "Required Location" as described in the Relocation and Development Schedules, and must open each new or relocated Center by its "Required Opening Date," as set

forth in the Relocation and Development Schedules, unless otherwise amended by the Parties pursuant to Section 25. All Center sites must be approved by us. Each Center must be constructed and equipped to our then-current System Standards. We will provide such site selection guidelines and consultation as we deem advisable in our discretion. In connection with our approval of each site, you shall provide us with a copy of the lease or purchase agreement for such site, and if requested, with the acquisition, development, and construction costs, and such other information as may be reasonably requested, so that we can evaluate the proposal. For the avoidance of doubt, our approval process may take up to two (2) weeks after your submission of all required materials, and you are solely responsible for proposing sites early enough to allow us to complete the review process prior to your applicable deadline. No proposed site shall be deemed approved unless it has been expressly approved in writing by us. In addition to reviewing the information provided by you, we will have the right to conduct such on-site evaluations as we deem necessary in our discretion. Our recommendation indicates only that we believe that the site meets our then-acceptable criteria, which have been established for our own purposes, and are not intended to be relied on by you as an indicator of likely success. Applying criteria that have appeared effective with other sites and premises might not accurately reflect the potential for all sites and premises, and demographic and other factors included in or excluded from our criteria could change, even after our approval of the site or your development of the Centers, altering the potential of a site and premises. You acknowledge and agree that your acceptance of the franchise and selection of the Approved Location are based on your own independent investigation of the site's suitability for each Center.

5.3 Requirements Applicable for All Leases. You may not enter into a lease or any other contract for the premises of any Center without our prior written consent. We have the right to approve the terms of any lease or sublease for any Approved Location (the "**Lease**") before you sign it. The term "Lease" specifically includes any extensions, renewals, or replacements of leases for any Center. Our approval of any Lease terms will not be unreasonably withheld and will be subject to your compliance with the terms and conditions of this Section 5.3. If we do not provide a rejection of the proposed Lease terms within fourteen (14) days, the proposed Lease terms will be deemed approved.

5.3.1 The Lease must contain certain provisions we require for our own purposes, including the following: (a) that the initial term of the lease, or the initial term together with renewal terms, shall be for not less than five (5) years; (b) that the lessor consents to your use of such Proprietary Marks and initial signage as we may require for each Center; (c) that the lessor and you agree to include in any lease for the Premises (as it may be modified, renewed, extended, or replaced) our standard Lease Addendum, which is attached hereto as Exhibit G; (d) that the use of the Premises be restricted solely to the operation of the Center; (e) that you be prohibited from subleasing or assigning all or any part of your occupancy rights or extending the term of, renewing, replacing, or modifying the lease without our prior written consent; (f) that the lessor provide to us copies of any and all notices of default given to you under the Lease; (g) that we have the right to enter the Premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under this Agreement or under the lease; and (h) that we and our affiliates have the option, upon default, expiration, or termination of this Agreement, and upon notice to the lessor, to assume all of your rights under the lease terms, including the right to assign or sublease.

5.3.2 You acknowledge and agree that any of our involvement in lease negotiations and our review and approval of the Lease are for our sole benefit and the benefit of the System. You agree that you are not relying on our lease negotiations, lease review or

approval, or site approval for your benefit. You further acknowledge that you have been advised to obtain the advice of your own professional advisors before you sign a lease.

5.3.3 You shall comply with all the terms of your lease or sublease, if any exists, and all other agreements affecting the operation of each Center; shall promptly furnish us a copy of your lease, upon request.

5.4 Construction. You shall develop, maintain, renovate, or construct, and equip, each Center at your own expense and as necessary to satisfy the then-current System Standards pursuant to the terms of this Agreement. You shall comply with any and all specifications that we provide for a Miracle-Ear Center, including requirements for image, equipment, signs, and other procedures. Before commencing any construction, you must prepare drawings and specifications of the Premises of each Center (other than satellite locations) in accordance with our standard specifications for a Miracle-Ear Center. Such drawings and specifications shall be submitted to us for our prior approval, which will not be unreasonably withheld. Our approval of plans and specifications you submit to us for review will be limited to their conformance with our specifications and will not relate to your obligations with respect to any federal, state, or local laws, codes, or regulations regarding the construction, design, and operation of each Center, including the ADA, all of which will be your sole responsibility. The drawings and specifications shall not thereafter be changed or modified without our prior written approval. You or your contractor, at your or your contractor's expense, shall obtain such insurance, as described in Section 14, prior to beginning construction. We, at our cost and expense, have the right to oversee any construction and to visit each site at any time to ensure compliance with the approved specifications. We also have the right to require you to submit periodic progress reports in such form and at such times as we determine.

5.5 Licensing. You shall be responsible, at your own expense, for obtaining all zoning classifications, permits, certifications, and clearances required for the lawful construction and operation of each Center, including, but not limited to, certificates of occupancy and business licenses, which may be required by federal, state, or local laws, ordinances, or regulations, or which may be necessary or advisable owing to any restrictive covenants relating to the Premises or required by the lessor.

5.6 Commencement Criteria. You agree not to commence operation of any Center until:

5.6.1 All amounts then due to us or our affiliates have been paid;

5.6.2 You have obtained all business licenses, provider licenses, permits, and approvals required to lawfully operate the Center, and we have been furnished with evidence thereof as we may reasonably request;

5.6.3 You have hired, or arranged coverage by, the number of licensed dispensers sufficient to qualify the Center as a Part-Time or Full-Time center as required by the Development Schedule;

5.6.4 We have been furnished with copies of all insurance policies required by this Agreement, or such other evidence of insurance coverage and payment of premiums as we request; and

5.6.5 We have been furnished with such evidence as we reasonably request that you possess such necessary equipment as we require for you to operate the Center in accordance with the System Standards.

6. TRAINING

6.1 Initial Training Program. If this Agreement is the first franchise agreement that you and any of your owners or affiliates are signing with us, you are considered a "**New Franchisee**," and we will provide a mandatory initial training program to you at a mutually agreeable time at our home office or at any other place reasonably designated by us (the "**Initial Training Program**"). Within ninety (90) days of execution of this Agreement, you (or, if you are a corporation, partnership, or limited liability company, your managing shareholder, partner, or member), and at least one (1) employee that you select shall attend and successfully complete the Initial Training Program to our satisfaction. At your option, you may select up to two (2) additional owners, managers, or employees to enroll in the Initial Training Program. We shall have the right to approve those persons who attend the Initial Training Program and to require fewer or additional persons to attend the Initial Training Program as we determine in our sole discretion. In the event you (or your managing shareholder, partner, or member) or your employee attend but fail to successfully complete the Initial Training Program to our reasonable satisfaction, you (and your employee and/or a new person) shall have the right to take the Initial Training Program again, and an additional sixty (60) days in which to do so. If you or your employee fail to successfully complete the Initial Training Program to our reasonable satisfaction within that period, we have the right to terminate this Agreement pursuant to Section 16 hereof. If you are not a New Franchisee, you may elect to enroll in the Initial Training Program at your option.

6.2 Subsequent Owners and Managers. At our option, any new owners and any individual newly responsible for managing the day-to-day operations of one or more Centers (each, a "**General Manager**") shall, within ninety (90) days of assuming such role, also attend and complete to our satisfaction the Initial Training Program and pay the then-current training fee. Any non-management employees may be trained by you.

6.3 Miracle-Ear Certification. We will provide a Miracle-Ear certification program ("**Miracle-Ear Certification**") and basic technical training tools for use in each Center, which may include videos, manuals, live training, and computer or web-based training, as we deem appropriate. You must ensure that all owners, general managers, hearing aid consultants, front office assistants, and any other in-store personnel that deal directly with customers, complete the Miracle-Ear Certification requirements and become "Miracle-Ear Certified" within ninety (90) days from their date of hire, and that they each renew their certification in accordance with Miracle-Ear requirements on an annual basis.

6.4 Additional Programs. We shall also make available from time to time refresher courses related to the System. We may conduct technical training classes, sales training classes, license preparation courses, and advanced fitting and other educational forums deemed appropriate by us. You (or your managing shareholder, partner, or member) and your employees who are designated from time to time shall attend such additional courses, seminars, and other training programs as we may reasonably require from time to time. We reserve the right to require you (or your managing shareholder, partner, or member) and certain of your management-level employees to attend an annual national or regional meeting, seminar, or convention for franchisees for training or business purposes. You and your management-level employees shall also attend such refresher courses, seminars, dealer shows, and meetings, and other programs

as Miracle-Ear may from time to time require; provided, however, that such required courses shall not exceed seven (7) calendar days per manager per year.

6.5 License and Registrations/Training Programs. All employees involved in testing hearing or fitting hearing aids must be appropriately licensed or registered pursuant to applicable laws for the Center. You or your then-serving General Manager must be appropriately licensed or registered in states requiring such status for hearing aid dispensing and shall have or acquire such other professional qualifications or credentials as are common among top-quality professionals in the field.

6.6 Training Fee and Expenses. All training programs required by this Agreement shall be at such times and places as may be designated by us. We shall furnish the Initial Training Program to you (or your managing shareholder, partner, or member) and up to three (3) additional employees at no additional fee or other charge. All additional programs and additional attendees may be subject to the then-current charge designated from time to time by us. In addition, you shall be responsible for any and all expenses incurred by you or your employees in connection with attending the Initial Training Program and all other training, refresher courses, seminars, dealer shows, and meetings, or other programs, including, without limitation, the costs of transportation, lodging, meals, any wages, and other out-of-pocket costs of your attendees.

7. OPERATION OF THE CENTERS

7.1 Operating Standards. You understand and acknowledge that every detail of the System and the Franchise is important to you, us, and other Miracle-Ear Centers in order to develop and maintain high operating standards, to increase the demand for the products and services sold by all Miracle-Ear Centers operating under the System, to protect and enhance our reputation and goodwill, to promote and protect the value of the Proprietary Marks, and other reasons. To ensure that the highest degree of quality and service is maintained, you shall operate the Franchise and each Center in strict conformity with this Agreement and such methods, standards, and specifications as we may from time to time prescribe in this Agreement, the Operations Manual (as revised in accordance with Section 10.4).

7.2 Fixtures, Furnishings, and Office Equipment. You shall purchase and install all fixtures, furnishings, supplies, office equipment, testing equipment, décor, and signs as we may reasonably direct from time to time; and shall refrain from installing or permitting to be installed on or about the Premises, without our prior consent, any fixtures, furnishings, equipment, décor, signs, or other items not previously approved as meeting our standards and specifications.

7.3 Required Products. You agree to actively promote and market all Branded Hearing Aids, and the full line of required Products and Services set forth in the Operations Manual, within the Territory and in conformity with the System Standards. However, Miracle-Ear may not designate new categories of products, including but not limited to OTC Hearing Aids, without approval of a majority of the FAC. You agree to sell only approved Products and Services, and to sell such items only to retail consumers (and not for resale). You may not offer any unapproved products or services. If you desire to offer a product or service not currently included as an approved Product or Service, you must follow our then current approval process to request such approval. We will not unreasonably withhold approval of additional products or services.

7.4 Required Services. You agree to service Products and provide Services in conformity with the standards and procedures prescribed herein and in the Operations Manual in order to maintain and enhance the reputation and image of Products for reliability and

serviceability. Without limiting the generality of the foregoing, you agree to provide warranty service at no charge and out-of-warranty service (at a reasonable charge) to all consumer-owners of Products regardless of where or from whom such consumers purchased such Products, so long as it is a Branded Product or authorized Product. You further agree to perform warranty service at no charge and out-of-warranty service (at a reasonable charge) for all authorized Accessories in accordance with the standards required by the manufacturers or vendors of such products. Notwithstanding anything in this Section 7.4 to the contrary, you shall not be required to provide warranty services at no charge if the consumer seeking services did not purchase the Product from a Miracle-Ear Center or another Miracle-Ear authorized channel.

7.5 Limitation on Used Products. You shall refrain from selling used hearing aids ("**Used Aids**") to consumers, unless (a) any such Used Aids are less than six (6) years old; (b) the annual unit sales of Used Aids by the Franchisee constitute less than seven percent (7%) of the total units sold by the Franchise; (c) you sell such Used Aids at a discount from the Franchise's average selling price (based on a rolling twelve (12)-month average) for new units of the same technology tier, using the minimum percentage discount specified in the Operations Manual, which shall be no greater than 20%; (d) you pay to the NMF a fee equal to twenty-five dollars ($25) for each Used Aid that you sell; (e) you refrain from advertising the sale or availability of Used Aids; (f) each Used Aid is refurbished by a vendor that we have approved in writing, provided that such approval shall not be unreasonably withheld; (g) the consumer is clearly made aware in writing that the Used Aids is a refurbished aid; and (h) you provide at no additional charge a minimum warranty of at least one (1) year in connection with each unit. For the avoidance of doubt, nothing in this paragraph shall prevent Miracle-Ear from establishing additional guidelines regarding the sale of Used Aids in the Operations Manual or if required by law.

7.6 Limitation on Demonstration Products. If you elect to participate in our voluntary demonstration hearing aid program ("**Demo Program**"), you agree to abide by the then-current terms and conditions of the Demo Program, which includes, but shall not be limited to, a restriction on the right to sell or give away demo program products.

7.7 Sources of Products and Services Sold to Consumers. You must purchase all Products and/or Services that you offer to consumers from us (at then current prices and subject to the then current terms and conditions) or from other designated or approved supplier(s) we specify, and you must use the ordering system that we designate to order and purchase such Products and Services. For the avoidance of doubt, nothing in this paragraph shall limit our right to require you to purchase Products or Services from multiple suppliers in designated proportions. For Products and Services (other than Hearing Aids) that you offer to consumers, if you desire to purchase such products or service from a supplier other than an approved supplier, you shall submit to us a written request to approve the proposed product or service and the proposed supplier, together with such other information regarding the proposed supplier as we may reasonably require. We will attempt, within thirty (30) days after our receipt of the requested information and completion of such evaluation and testing we deem appropriate, to notify you of our approval or disapproval of the proposed supplier. You may not sell or offer for sale any products or services of the proposed supplier until you have received our approval.

7.8 Sources of Other Products and Services. All other products and services offered or sold at or through the Centers and other products, materials, supplies, fixtures, furnishings, and equipment used in the operation of the Centers, shall meet our then-current standards and specifications, as we establish from time to time. You shall purchase all such products and services for which we have established standards or specifications solely from suppliers that we approve or designate (which may be us and our affiliates). If we designate a mandatory supplier

for specified products or equipment, you must use that supplier for the specified product or equipment. If we have not designated a mandatory supplier for certain products or equipment, and you desire to purchase products or equipment from a party other than an approved supplier, you shall submit to us a written request to approve the proposed supplier, together with such evidence of conformity with our specifications as we may reasonably require. We will attempt, within thirty (30) days after our receipt of your request and completion of such evaluation and testing we deem appropriate, to notify you of our approval or disapproval of the proposed supplier. You may not sell or offer for sale any products of the proposed supplier until you have received our approval. We may from time to time revoke our approval of particular products, services, or suppliers when we determine, in our discretion, that such products, services, or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you shall cease to sell any disapproved products and cease to purchase from any disapproved supplier. You agree that you will use products and services purchased from approved suppliers solely for the purpose of operating the Centers and not for any other purpose, including resale. Notwithstanding anything herein to the contrary, this Section 7.8 shall not apply to non-proprietary items, including but not limited to paper goods, office supplies, and computers (other than meeting certain specifications).

7.9 Customer Service Standards. In order to maximize customer satisfaction and maintain and enhance Miracle-Ear's and the Centers' reputation for quality and service, you agree (a) to advise and assist all Miracle-Ear® customers in accordance with the Operations Manual in the use and care of Products; (b) to distribute to customers use and care instructions, warnings, and warranty materials provided by or designated by us for use with Products; and (c) to comply with all service, customer, and warranty policies and programs described herein and in the Operations Manual with respect to Branded Products and authorized Products purchased by all consumers regardless of where or from whom the consumers purchased such Products. For the avoidance of doubt, you shall not be required to provide warranty services at no charge if the consumer seeking services did not purchase the Product from a Miracle-Ear Center or another Miracle-Ear authorized channel. You shall take such steps as are necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards, including, without limitation, such attire as we may reasonably require, as we may establish from time to time in the Operations Manual. You agree to abide by all customer service standards that may be established by us for the System from time to time and to promptly resolve all customer complaints. You and your employees shall handle all customer complaints, refunds, returns, and other adjustments in a manner that will not detract from our name and goodwill.

7.10 Customer Satisfaction Ratings. We reserve the right to establish reasonable customer satisfaction standards and a scoring system for customer satisfaction ratings as prescribed from time to time in the Operations Manual, based on customer surveys conducted by us or our designee, or other online review formats such as Google or Yelp. You shall continuously maintain acceptable customer satisfaction ratings (as described in the Operations Manual) throughout the term hereof. You acknowledge and agree that your maintenance of such acceptable customer satisfaction ratings throughout the term hereof is a material obligation hereunder.

7.11 Responsibility for Employees. Notwithstanding any other provision of this Agreement, you acknowledge and agree that you have the sole authority, and that it is your sole obligation under this Agreement, to make all personnel and employment decisions for the Centers, including without limitation, decisions related to hiring, training, firing, discharging, and disciplining employees and to supervising your employees—setting their wages, hours of

employment, record-keeping, and any benefits—and that we shall have no direct or indirect authority or control over any employment-related matters for your employees. You shall require each of your employees to acknowledge in writing that you (and not we) are the employer of such employee.

7.12 Credit Cards. You may participate in any credit card program which we currently offer. In addition, you agree at all times to have in effect arrangements with Visa or MasterCard for some form of credit and debit card acceptance.

7.13 Customer Records. You agree to provide us with the complete name and address of each Miracle-Ear® customer, as well as any other information which Miracle-Ear may request, at the time the hearing aid is ordered. With respect to behind-the-ear models of hearing aids, you agree to provide to us in a timely manner all customer information we request relating to Products sold to you, in accordance with procedures we prescribe. In order to address the legal issues surrounding the disclosure of such customer information, Franchisee agrees to execute and abide by the terms and conditions of the Business Associate Agreement attached hereto as Exhibit I.

7.14 Minimum Performance Requirement. You agree to actively promote and market Products and Services within the Territory. In addition, you agree to make annual minimum wholesale unit purchases of hearing aids from Miracle-Ear for each Center to achieve a minimum penetration of customers sold per target population in the Center Footprint (the "**Minimum Performance Requirement**") at the levels specified in the Operation Manual for Full-Time and Part-Time Centers. Provided, however, that you shall be entitled to request an individual reduction in the Minimum Performance Requirement target applicable to any Center based on local factors by following the appeals process set forth in the Operations Manual, and that such reductions shall be granted in our reasonable discretion. If any Center in the Territory that has been open at least thirty-six (36) months fails to achieve the Minimum Performance Requirement (based on a rolling twelve (12)-month average), you shall be notified of such failure, we shall review the Center's performance, and recommend that you take certain actions and meet certain quarterly unit sales improvements targets as determined by us (the "**Performance Improvement Plan**"). Your failure to achieve the Minimum Performance Requirement and failure to comply with an applicable Performance Improvement Plan shall constitute an act of default. For the avoidance of doubt, any Branded Products sold through National Accounts to people/customers in your Territory, shall count toward meeting your Minimum Performance Requirement.

7.15 Restrictions on Prices. Unless prohibited by applicable law, we reserve the right to require you to comply with reasonable limitations on pricing by requiring your participation in mandatory discounts or promotions for specific products offered in connection with the Centers, as directed by us in writing from time to time. Such reasonable limitations may include maximum and minimum prices on specified products, provided that we will not run more than twelve (12) weeks of promotional campaigns with a pricing component that reduces your gross margin (a "**Promotional Pricing Campaign**") during any twelve (12) month period; and further provided that for each such Promotional Pricing Campaign, Miracle-Ear will discount the wholesale price (the cost charged to you) of the promoted products as described below:

7.15.1 For purposes of this Section 7.15, the **"Average Selling Price**" means the average selling price at which the applicable product model was sold by all Miracle-Ear Centers over the prior 12 months (based on a rolling 12-month average excluding other promotional time periods); the "**Wholesale Price**" means the wholesale price currently offered to Miracle-Ear franchisees for the applicable product model; and the "**Promotional Price**" means

the promotional retail price we require for the Promotional Pricing Campaign applicable product model.

7.15.2 The percentage discount to be provided to franchisees shall be calculated as (Average Selling Price – Promotional Price)/Average Selling Price.[1]

7.15.3 If the product is new, less than twelve (12) months of sales to franchisees by us (or our affiliates or suppliers), and is being offered as part of a Promotional Pricing Campaign, the Average Selling Price shall be the greater of (i) the average sale price at which it was sold by all Miracle-Ear Centers over the prior number of months on the market, and (ii) the Average Sale Price of the product that it is replacing or most compatible to in terms of a similar product.

7.15.4 To facilitate your compliance with our promotional pricing and restrictions, we agree to establish a promotional calendar for regional and national promotions that provides you with at least three (3) months' notice of any planned promotion in which your participation is required. Notwithstanding our approval of advertising for general use subject to Section 12 below, you acknowledge and agree that the use of advertising that is inconsistent with such regional and national promotions will create customer confusion and agree to cease your use of inconsistent advertising during such scheduled regional or national promotions as to each specific hearing aid model that is the subject of the regional or national promotion.

7.16 Inspections. We may conduct, as we deem advisable in our sole discretion, inspections of any Centers and your operation of the Franchise at any time during your regular business hours and with or without notice to you. You shall permit us and our agents to enter upon the Premises of any Center during regular business hours, for the purpose of conducting inspections. In connection with such inspections, we shall have the right to speak with you, any of your employees, or customers; take photographs (as permitted by law); and conduct such other activities as we deem appropriate in our sole discretion, provided that we shall use reasonable efforts to avoid unnecessary disruptions to the business operations of the Center. You shall cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from us or our agents, and without limiting our other rights under this Agreement, shall take such steps as may be necessary to correct promptly any deficiencies detected during any such inspection. If any deficiencies are detected, we will provide you with written notice detailing the deficiencies and provide you reasonable time to address the deficiencies. Should you fail to correct any deficiencies within the reasonable time provided in the deficiency notice, or fail to provide us with evidence that you have promptly corrected such deficiencies to our satisfaction, you shall be responsible for the costs and expenses of any re-inspection necessitated by such failure, and we shall have the right, but not the obligation, to correct any deficiencies which may be susceptible to correction by us and to charge you a reasonable fee for our expenses in so acting, payable to us upon demand. The foregoing shall be in addition to such other remedies we may have.

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[1] For example, if product A has an Average Selling Price of $4000, and we require a promotional retail price of $3000, the wholesale discount would be calculated based on the difference between the Average Selling Price and the Promotional Price ($4000 Average Selling Price – $3000 Promotional Price) divided by the Average Selling Price ($4000 Average Selling Price). Franchisees would be entitled to a 25% discount from current Wholesale Price of Product A. If the undiscounted Wholesale Price is $1000, the discount would be $250 ($1000 x 25% promotional discount), for a revised wholesale price of $750 during the promotional time period.

7.17 Supervision. During operating hours, each Center shall be under the supervision of at least one (1) Miracle-Ear Certified hearing care professional.

7.18 Maintenance of Premises. You shall maintain the Premises (including any adjacent public areas and storage facility) in a clean, orderly condition and in excellent repair; and, in connection therewith, you shall, at your own expense, make such additions, alterations, repairs, and replacements thereto (but no others without our prior written consent) as may be required for that purpose, including, without limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment, and décor as we may reasonably direct.

7.19 Refurbishment. We reserve the right to require you to refurbish, once every seven (7) years, the Premises and other equipment at each Center, at your expense, to conform to the building design, trade dress, color schemes, and presentation of the System and Proprietary Marks in a manner consistent with the then-current image for new Miracle-Ear Centers. Such refurbishment may include, without limitation, installation of new equipment, remodeling, redecoration, and modifications to existing improvements.

7.20 Experience Enhancement. In addition to the refurbishment required by Section 7.19 above, we reserve the right to require you to make minor updates to each Center no more than once every two (2) years to enhance the Miracle-Ear customer experience, which may require the installation of new equipment or technology, provided that the cost of such expenditures shall not exceed five thousand dollars ($5,000) per Center.

7.21 Health and Safety Standards. You shall meet and maintain the highest health and safety standards and ratings applicable to the operation of the Centers. You shall furnish to us immediately upon the receipt thereof, a copy of all health inspection reports and any violation or citation which indicates your failure to maintain federal, state, or local health or safety standards in the operation of any Center. Your failure to cure such violations within thirty (30) days, or such shorter time period required by law or citation, whichever is earlier, shall constitute grounds for immediate termination pursuant to Section 16.3 hereof. We shall also have the right, but not the obligation, to enter the Premises, without notice for emergency matters, at any time during regular business hours to cure any health or safety violation at any Center and, so long as we have provided you with prior notice of our entry, to require you to reimburse us for all out-of-pocket costs and expenses incurred by us to affect such cure.

7.22 Notice of Violations. You shall furnish to us within two (2) business days after receipt thereof, a copy of any violation or citation which indicates your violation of any local law, regulation, or ordinance in the operation of any Center or of any Lease.

7.23 Good Business Practices and Non-Disparagement. You agree to adhere to good business practices and observing high standards of honesty, integrity, fair dealing, and ethical business conduct in all dealings with customers, suppliers, and us and to refrain from disparaging us, the Products, the System, or other franchisees in public forums. Likewise, we also will adhere to good business practices and observing high standards of honesty, integrity, fair dealing, and ethical business conduct in all dealings with customers, suppliers, and you, and refrain from disparaging you in public forums. For the avoidance of doubt, statements made in legal filings and proceedings shall not constitute disparagement.

7.24 Changes to the System. You shall not implement any change, amendment, or improvement to the System without our express prior written consent. You shall notify us in writing of any change, amendment, or improvement in the System which you propose to make, and shall

provide to us such information as we request regarding the proposed change, amendment, or improvement. You acknowledge and agree that we shall have the right to incorporate the proposed change, amendment, or improvement into the System and shall thereupon obtain all right, title, and interest therein without compensation to you.

7.25 Crisis Situations. Crisis Situations. In the interest of protecting the Miracle-Ear® brand, Marks and the System, we have the sole and absolute right to determine a System response, including what steps will be taken and what communications will be made, in instances of a Crisis, and you agree to comply with and implement our directions in response to a Crisis. "Crisis" means a national, regional or global event or development that negatively impacts the Miracle-Ear brand in such a way that we determine may cause substantial harm or injury to the Marks, System, reputation or image.

8. PROPRIETARY MARKS AND TECHNOLOGY

8.1 Our Representations Regarding the Proprietary Marks. We represent with respect to the Proprietary Marks:

8.1.1 We are the owner of all right, title, and interest in and to the Proprietary Marks;

8.1.2 We have the right to use, and to license others to use, the Proprietary Marks; and

8.1.3 We have taken and will take all steps reasonably necessary to preserve and protect the ownership and validity of the Proprietary Marks.

8.2 Your Use of the Proprietary Marks. With respect to your use of the Proprietary Marks, you agree that:

8.2.1 You shall use only the Proprietary Marks designated by us, and shall use them only in the manner that we authorize and permit;

8.2.2 You shall use the Proprietary Marks only for the operation of the Centers and only at the Approved Locations, or in advertising or promotional materials for the Center;

8.2.3 Unless otherwise authorized or required by us, you shall operate and advertise the Centers only under the name "Miracle-Ear®" and shall use all Proprietary Marks without prefix or suffix. You shall not use the Proprietary Marks as part of your corporate or other legal name or as part of an Internet domain name or Internet e-mail address, unless otherwise authorized by us. You may use the Proprietary Marks as your fictitious name (d/b/a) and may register such as a fictitious name as necessary for each Center;

8.2.4 During the term of this Agreement, and any renewal or extension hereof, you shall identify yourself as the owner of each Center (in the manner required by us) in conjunction with any use of the Proprietary Marks, including, but not limited to, on invoices, order forms, receipts, business stationery, and contracts with all third parties or entities, as well as the display of such notices in such content and form and at such conspicuous locations as we may designate in writing;

8.2.5 Your right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of our rights and will entitle us to exercise all of our rights under this Agreement in addition to all rights available at law or in equity;

8.2.6 You shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of us;

8.2.7 You shall execute any documents deemed necessary by us to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability;

8.2.8 You shall promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Proprietary Marks. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We shall defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with this Agreement and such was the sole cause of any such action, the cost of such defense, including the cost of any judgment or settlement, shall be borne by us. If we, in our sole discretion, determine that you have not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by you. In the event of any litigation relating to your use of the Proprietary Marks, you shall execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Proprietary Marks in a manner that is not in accordance with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs in doing such acts; and

8.2.9 You shall not attempt to register or otherwise obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks, or any portion thereof, or any other word, name, symbol, or device which is likely to cause confusion with any of the Proprietary Marks.

8.3 Acknowledgments. You expressly understand and acknowledge that:

8.3.1 We are the owner of all right, title, and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and we have the right to use, and license others to use, the Proprietary Marks;

8.3.2 The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;

8.3.3 During the term of this Agreement and after its expiration or termination, you shall not directly or indirectly contest the validity of our ownership of, or our right to use and to license others to use, the Proprietary Marks;

8.3.4 Your use of the Proprietary Marks does not give you any ownership interest or other interest in or to the Proprietary Marks;

8.3.5 Any and all goodwill arising from your use of the Proprietary Marks shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license granted herein, no monetary amount shall be assigned to you or any of your principals, affiliates, subsidiaries, successors, licensees, or assigns as attributable to any goodwill associated with your use of the Proprietary Marks;

8.3.6 Except as specified in Section 1.5 hereof, the license of the Proprietary Marks granted hereunder to you is non-exclusive and, subject to the terms of this Agreement, we have and retain the rights, among others: (a) to use the Proprietary Marks ourselves in connection with selling products, merchandise, and services; (b) to grant other licenses for the Proprietary Marks; (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks; and (d) to grant licenses thereto without providing any rights therein to you.

8.3.7 We reserve the right, in our sole discretion, to modify, add to, or discontinue use of the Proprietary Marks, or to substitute different proprietary marks, for use in identifying the System and the Businesses operating thereunder. You agree promptly to comply with such changes, revisions, and/or substitutions and, so long as the change was not caused by an infringement issue, to bear all the costs of modifying your signs, advertising materials, interior graphics, and any other items which bear the Proprietary Marks to conform therewith. Your use of any such modified or substituted proprietary marks shall be governed by the terms of this Agreement to the same extent as the Proprietary Marks.

9. SOFTWARE AND TECHNOLOGY

9.1 Software. We will provide you with proprietary software (the "**Proprietary Software**") and may designate other software, applications, or vendors which must be used in the operation of the Franchise. You agree to purchase or lease any and all computer hardware and technology which we prescribe for use with the Proprietary Software provided by us. Franchisee also agrees to purchase or lease any other software, and contract with any vendors, that we specify for use in the operation of the Franchise, which may require Franchisee to enter into software license or sublicense agreements with Miracle-Ear and/or third parties (in addition to the Computer Software License Agreement referenced below) and potentially pay additional fees. Except as provided below, any additional fees for third-party software or services shall not be more than the amount being charged to us by third parties for the use of such third-party's software or services.

9.1.1 Consultation with the Franchise Advisory Council ("**FAC**") will be required if we desire to charge additional fees for third-party software licenses that exceed a pass-through of such third-party's fees or for additional fees for our software. The FAC shall have the right to audit our books and records to validate that a fee that we claim is a pass through of a third-party software licensor's charges to us is, in fact, a pass through of such charges. Currently, the third-party software which Franchisee is required to utilize is the Sycle.net software, described in the Sublicense to Access and Use Agreement (the "**Sycle.net Sublicense Agreement**") in the form attached hereto as Exhibit J. We will provide user names and passwords required to access that software.

9.1.2 You agree to obtain, at your expense, all future updates, supplements, and modifications to the computer system used in the Franchise, and to satisfy any training requirements for use of the system that we may establish from time to time in accordance with Section 6.4 of this Agreement. The Proprietary Software shall remain confidential property of

ours and will be returned to us upon the expiration or termination of this Agreement. Franchisee acknowledges that we will have access to information stored in your computer system and that, through us, such information may be shared with other Miracle-Ear® franchisees in order to facilitate marketing efforts, and improve communication and cooperation within the System. You and we shall enter into our standard form of Computer Software License Agreement attached hereto as Exhibit C. Franchisee agrees to comply with the terms and conditions of the Computer Software License Agreement and all other license terms applicable to any software made available to Franchisee.

9.2 Protection of Information and Networks. You shall use your best efforts to protect customers and networks and the System against a cyber-event, identity theft, or theft of personal information. You must at all times be in compliance with (a) the Payment Card Industry Data Security Standards (as they may be modified from time to time or as successor standards are adopted); (b) the Fair and Accurate Credit Transactions Act; (c) regional, national, and local laws and regulations relating to data and personal privacy, data security (including but not limited to the use, storage, transmission, and disposal of data regardless of media type), security breaches, and electronic payments; (d) the operating rules and regulations of all credit card, debit card and/or ACH processors and networks that are utilized in the Franchise; and (e) our security policies and guidelines, all as may be amended from time to time. You shall notify us immediately, and within not more than twenty-four (24) hours after you become aware of or are notified about, any cyber-event, identity theft, or theft of personal information related to any customer or employee of any Center or that relates to any Center, and agree, upon our request, to immediately provide notice to all customers, employees, and any other individuals of such event in such form we may direct.

9.3 Consumer Data and Privacy Consents. We may, from time to time, specify in the Operations Manual (or otherwise in writing) policies regarding your collection, management, and use of consumer data. Such policies may require you to, without limitation, (a) provide us with customer data; (b) obtain opt-in consent from each of your customers for the collection, sharing, and use of customer information by Miracle-Ear and its designees; (c) notify us at once if any such consent is withdrawn or modified; and (d) review and update existing customer databases. You shall abide by our instructions, and all applicable laws pertaining to the privacy of consumer, employee, and transactional data, including the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("**CAN-SPAM Act**"), Health Insurance Portability and Accountability Act ("**HIPAA**"), the Telephone Consumer Protection Act ("**TCPA**"), and other federal and state laws regulating phone calls, text messages, spamming, faxing, solicitation, and data security and privacy. We may require that you utilize a specific e-mail account or communications system, and refrain from using other methods of communication, in connection with the Center.

9.4 Internet Presence and Emerging Technology. Except as otherwise provided herein, we may, upon thirty (30) days' prior written notice, require you, at your expense, to participate in Internet, social media, and other emerging technology initiatives. We will, in our discretion, determine the content and use of the Internet, social media, and emerging technology for the System and will establish the rules under which you may, or will, participate in such initiatives, use the Internet in conjunction with the Franchise, and use other technology platforms in connection with the Franchise. We may maintain one or more websites that may include, without limitation, any account, page, or other presence on a social and business networking media site (such as Facebook, Twitter, LinkedIn, Instagram) and online blogs and forums, in order to promote the Proprietary Marks, or any or all of the locations within the System (collectively the "**Miracle-Ear Website**s"). We shall have the sole right to control all aspects of the Miracle-Ear

Websites, including without limitation their design, content, functionality, links to other websites, legal notices, and policies and terms of usage. We agree not to favor the Miracle-Ear Centers operated by us, our subsidiaries or our affiliates' over those Miracle-Ear Centers operated by franchisees. We retain all rights relating to Miracle-Ear Websites and may alter or terminate websites in our sole discretion without notice to you. You shall not attempt to register or otherwise obtain any interest in any Internet domain name or URL containing any of the Proprietary Marks or any other word, name, symbol, or device which is likely to cause confusion with any of the Proprietary Marks or the Miracle-Ear Websites. Your general conduct on the Internet and in social media or on other technology platforms in connection with the Franchise, and specifically your use of the Proprietary Marks on the Internet or other technology platforms related to the Franchise (including the domain name and any other Proprietary Marks Miracle-Ear may develop as a result of participation in the website or other technology platforms), will be subject to the provisions of this Agreement and the Operations Manual. You may not post any information to a website or other media platform relating to Miracle-Ear, the Proprietary Marks, the Centers, or the Franchise that (a) does not comply with the Miracle-Ear's then-current social media use guidelines described in the Operations Manuals or otherwise in writing from time to time; (b) is derogatory, disparaging, or critical of the Miracle-Ear, the System, or the Proprietary Marks; (c) is offensive, inflammatory, or indecent; or (d) harms the goodwill and/or public image of the System and/or the Proprietary Marks. You acknowledge that certain information obtained through your participation in the Miracle-Ear website and other technology platforms may be considered confidential information, including but not limited to, customer data, access codes, and identification codes. Your right to participate in Miracle-Ear Websites, technology initiatives, or to otherwise use the Proprietary Marks or System on the Internet in connection with the Franchise will terminate when this Agreement expires or terminates.

9.5 Extranet. We may, but will not be obligated to, establish a closed Internet platform that will allow users inside and outside of our headquarters to access certain parts of our computer network via the Internet (an "**Extranet**"). If we establish an Extranet, then you shall comply with our requirements with respect to connecting to the Extranet and utilizing the Extranet in connection with the operation of the Franchise. The Extranet may include the Operations Manual, training, and other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You shall comply with our requirements with respect to establishing and maintaining telecommunications connections between your Computer System and our Extranet and/or such other computer systems as we may reasonably require.

9.6 No Outsourcing without Prior Approval. You may not share any password or credentials used to access our Proprietary Software or the Miracle-Ear system under any circumstances. You shall not hire or permit any third-party or outside vendors to access or perform any service requiring or involving access to Proprietary Software or the Miracle-Ear system without our prior approval. Our consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third-party or outside vendor's entry into a confidentiality agreement with us and you in a form that is provided by us. The provisions of this Section 9.6 are in addition to and not instead of any other provision of this Agreement.

9.7 Generative AI. You will not, without our prior written consent, utilize any generative artificial intelligence software, tools, or technologies, including, natural language processing, deep learning algorithms, or machine learning models (collectively, "Generative AI") directly or indirectly in the operation of the Miracle-Ear Centers, including without limitation, in advertising, promotion, or marketing of the Miracle-Ear Centers, communications with customers, business planning, analysis or optimization, or in any social media. You acknowledge and agree not to upload or share any Confidential Information (including any inputs of information containing trade secrets,

sensitive confidential information or personal information) with any unapproved third-party platforms, including Generative AI, except as authorized in writing by us. In addition, you will prohibit your employees from using any Confidential Information in Generative AI. In the event you utilize any Generative AI, with or without our prior approval, you must comply with all laws applicable to such use, including without limitation, all trademark, copyright, and biometric laws, and must not infringe upon the intellectual property of a third party, or use such intellectual property without appropriate authorization and attribution.

9.8 Changes to Technology. Changes to technology are dynamic and not predictable within the Term. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, we have the right to establish reasonable new standards for the implementation of technology in the System; and you agree that you shall abide by those reasonable new standards we establish from time to time as if this Agreement were periodically revised for that purpose. We agree that no new technology platforms will become mandatory for all Miracle-Ear Centers until we have completed a pilot program for such new technology to the extent practicable.

10. CONFIDENTIAL OPERATIONS MANUAL

10.1 Standards of Operation. In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you shall operate the Franchise in accordance with the standards, methods, policies, and procedures specified in the Operations Manual (as revised in accordance with 10.4). We will provide you with electronic access to the Operations Manual for your use during the term of this Agreement only.

10.2 Confidentiality. You shall treat the Operations Manual, any other manuals created for or approved for use in the operation of the Franchise, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential pursuant to Section 11 below. Except as permitted by Section 11 below, you shall not download, copy, duplicate, record, or otherwise reproduce any portion of the foregoing materials, or otherwise make the same available to any unauthorized person.

10.3 Exclusive Property. Upon your written request, we may permit you to create one (1) copy of the Operations Manual for the Premises of each Center. If we authorize the creation of one or more paper copies, each paper copy of the Operations Manual shall remain the sole property of us and shall be kept in a secure place on the Premises. You must strictly comply with our instructions regarding the creation of, maintenance of, access to, and destruction of any paper copies. If any paper copy of the Operations Manual is lost, destroyed, or significantly damaged, you agree to notify us immediately.

10.4 Revisions to Manuals. You shall regularly access the Operations Manual and ensure that any approved hard copies of the Operations Manual are kept current at all times. In the event of any dispute as to the contents of the Operations Manual, the terms of the master electronic copy maintained by us at our home office or on our designated server shall be controlling. We may from time to time revise the contents of the Operations Manual, and you expressly agree to comply with each new or changed standard. Notwithstanding the foregoing, material changes to the standards, methods, policies, or procedures set forth in the Operations Manual with respect to those areas listed in Exhibit K ("**Material Operational Change(s)**") require approval by a majority vote of the then-current FAC ("**FAC Approval**"). Miracle-Ear shall provide proposed Material Operational Change(s) to the FAC in writing to the President of the FAC or in-person at a joint meeting between Miracle-Ear and a quorum of the FAC. Within thirty (30) days

after delivery of such proposed Material Operational Change(s) (the "**Approval Period**"), the FAC, by and through the President of the FAC (or his/her designee), must either approve or object in writing to the proposed Material Operation Change(s). If the FAC does not respond to the proposed change(s) within the Approval Period, the proposed changes will be deemed approved. In the event the FAC does not approve a proposed Material Operational Change, it shall provide the reason and basis for its objection to the proposed change as well as results of the vote of the FAC. Such FAC approval ("**FAC Approval**") may not be unreasonably withheld. For purposes of this FAC Approval process, a quorum of the FAC is defined as two-thirds (2/3) of the then-current franchisee members of the FAC.

11. CONFIDENTIAL INFORMATION

11.1 Confidential Information. You shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, limited liability company, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the business franchised hereunder, including, without limitation: (a) the Operations Manual; (b) knowledge of specifications for and suppliers of certain goods, services, equipment, materials, and supplies, product costs, accounting methods, including both paper and electronic spreadsheets; (c) knowledge of the operating results and financial performance of other Miracle-Ear Centers; (d) your customer lists, files, and information, whether developed by us, you independently, or with our assistance, management tools; or (e) advertising which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement ("**Confidential Information**"). You shall divulge such Confidential Information only to such of your employees as must have access to it in order to operate the Centers. Any and all information, knowledge, know-how, techniques, and other data which we designate as confidential shall be deemed Confidential Information for purposes of this Agreement. Notwithstanding anything in this Section 11.1, we acknowledge that the customer lists, files, and information related to customers of the Centers are jointly owned by you and us during the Term of this Agreement, and severally owned by you and us upon expiration of this Agreement, subject to the provisions of Section 18.3 (as it may be amended for franchises granted prior to July 2021).

11.2 Confidentiality Agreements. You shall require your manager, assistant manager, other such personnel having access to any of our Confidential Information, and any sales representative or installer acting as an independent contractor to execute non-competition covenants and covenants that they will maintain the confidentiality of information they receive in connection with their employment by, affiliation with, or independent contractor relationship with you at the Centers. Such covenants shall be in the form attached hereto as Exhibit H.

11.3 Irreparable Injury. You acknowledge that any failure to comply with the requirements of this Section 11 will cause us irreparable injury, and you agree to pay all court costs and reasonable attorneys' fees incurred by us in the event we obtain court ordered specific performance of, or an injunction against violation of, the requirements of this Section 11, or such other relief sought by us.

12. ADVERTISING AND PROMOTION

Recognizing the value of advertising, marketing, and promotion and the importance of the standardization of advertising, marketing, and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

12.1 Advertising Services. We administer advertising programs (the "**Advertising Programs**") for Products, Services, and Miracle-Ear Centers on a national and regional basis. We will direct the Advertising Programs, with sole discretion over (a) the creative concepts, materials, endorsements, and media (including Internet and social media) used therein; (b) the composition of all geographic territories and market areas for the development and implementation of such programs; and (c) the placement and allocation thereof, and we may reimburse ourselves for direct administrative expenses related thereto. You understand and acknowledge that (i) such advertising is intended to maximize general image, recognition, and patronage of Products, Services and Miracle-Ear Centers for the benefit of us and all Miracle-Ear® franchisees in general, and (ii) we have no obligation (fiduciary or otherwise) to develop, implement, or administer advertising or public relations programs in such a way as to insure that expenditures are proportionate or equivalent to sales from Miracle-Ear® franchisees in any proportionate area.

12.2 National Marketing Fund. You must contribute to a national marketing fund (the "**NMF**") administered by us for purposes of funding marketing efforts on behalf of the System.

12.2.1 You shall pay the NMF Fee set forth on the Data Sheet for each new Hearing Aid that you purchase, and twenty-five dollars ($25) for each Used Aid that you sell. Notwithstanding the foregoing, the NMF Fee may be modified as follows:

12.2.1.1 If the average retail price of hearing aid units ordered by the System significantly decreases in any rolling twelve (12) month period, we, in our sole discretion, may decrease the NMF Fee.

12.2.1.2 We, in our sole discretion, may increase the NMF Fee once per any twelve (12) month period by one dollar ($1).

12.2.1.3 In addition, we may increase the NMF or modify the NMF funding method upon a vote of eligible NMF contributors (each, a "**Eligible Participant**") as set forth in this paragraph. We shall provide you with written electronic notice and a description of the proposed increase or alternate funding method, together with the means in which you may cast your vote, at least twenty (20) days prior to the deadline established for the submission of votes, and shall notify all franchisees of the results of such voting within twenty (20) days after the deadline for vote submission. Each "CF number" (i.e. each separate franchise agreement) will constitute one (1) Eligible Participant. In addition, all Miracle-Ear Centers owned and/or operated by us or our affiliates shall collectively constitute one (1) Eligible Participant. For purpose of this Section 12.2.1.3 a proposed increase or modification of the NMF Fee shall be deemed approved and enforceable if the votes cast in favor of adoption of the proposal represent (a) a majority of the Eligible Participants who cast their vote, or (b) two thirds (2/3) of the net hearing aid units purchased (or, with respect to Miracle-Ear Centers owned and/or operated by us, our subsidiaries or our affiliates, net retail hearing aid units sold by such Centers) by all voting Eligible Participants during Miracle-Ear's most recently completed fiscal year.

12.2.1.4 We may also reinstate the amount set forth on the Data Sheet at any time in our sole discretion.

12.2.2 All Miracle-Ear Centers owned and/or operated by us, our subsidiaries or our affiliates must also contribute to the NMF on the same basis as franchisees.

12.2.3 The NMF Fee applicable for each new Hearing Aid purchased shall be set forth on the invoice for the applicable Hearing Aid. We shall issue a separate invoice on a monthly basis showing the NMF Fees due and payable or each Used Aid sold during the prior month. Payment of all such invoices are due in accordance with the credit and other terms and conditions established by us from time to time.

12.2.4 We shall direct all advertising, marketing, and promotional programs and have sole discretion over all aspects of such programs, including but not limited to concepts, materials, and media used in such programs, and the placement and allocation thereof. You agree and acknowledge that the NMF is intended to maximize general public recognition, acceptance, and use of the System; and that we are not obligated, in administering the NMF, to make expenditures for you which are equivalent or proportionate to your contribution, to make expenditures in your geographical area, or to ensure that you benefit directly or on a pro rata basis from expenditures or activities of the NMF.

12.2.5 The NMF, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials and any other activities which we believe will enhance the image of the System, including, but not limited to the costs of (a) preparing and conducting radio, television, print, and Internet-based advertising campaigns and answering associated inbound calls; (b) developing, maintaining, and updating a website for the Miracle-Ear® brand and System; (c) creating and/or using direct mail advertising, marketing research, customer surveys, employing advertising, and/or public relations agencies to assist therein; (d) purchasing—point-of-purchase materials—and providing promotional and other marketing materials and services to the businesses operating under the System; and (e) developing technology services to facilitate national marketing efforts. The NMF may also be used to provide incentives, rebates, or reimbursements to franchisees for participation in pilot programs, or for local expenditures on products, services, or improvements approved by us in advance, so long as such expenditures support improvements to the system or will promote regional or national public awareness of and favorable support for the System. In providing incentives, rebates, or reimbursements, we agree not to favor the Miracle-Ear Centers operated by us, our subsidiaries or our affiliates over those Miracle-Ear Centers operated by franchisees. The NMF may furnish you with samples of advertising, marketing formats, promotional formats, and other materials at no additional cost to you when we, in our sole discretion, deem appropriate. 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.

12.2.6 The NMF will not be used to defray any of our, or our affiliates' and subsidiaries', general operating expenses, except we retain the right to obtain reimbursement from the NMF for our out-of-pocket costs and expenses incurred in administering the NMF, and for up to ten percent (10%) of the monies contributed to the NMF to reimburse us for administrative costs and overhead incurred by us or our affiliates' and subsidiaries' (so long as not already reimbursed from the NMF), in any activities related to the administration of the NMF and its programs (including a pro rata portion of the salaries of personnel who spend time on NMF-related matters). The NMF and any earnings thereon shall not inure to our benefit. We may spend, on

behalf of the NMF, in any fiscal year, an amount that is greater or less than the aggregate contribution of all Miracle-Ear Centers to the NMF in that year and the NMF may borrow from us or others to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the NMF will be used to pay advertising costs before other assets of the NMF are expended. We will prepare an annual statement of monies collected and costs incurred by the NMF and furnish the statement to you upon written request. We have the right to cause the NMF 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 herein. We shall maintain separate bookkeeping accounts for the NMF.

12.2.7 You acknowledge that the NMF is not a trust or one of our assets and that we are not a fiduciary to you with respect to, or a trustee of, the NMF or the monies therein.

12.2.8 The NMF is intended to be of perpetual duration. However, we maintain the right to terminate the NMF. The NMF may not be terminated, however, until all monies in the NMF have been expended for advertising and/or promotional purposes or returned to its contributors on the basis of their respective contributions during the preceding six (6) month period.

12.2.9 Miracle-Ear will make available to franchisees an unaudited accounting of the NMF on an annual basis. The FAC shall have the right to audit such accounting of the NMF not more than once per year, the cost of which audit shall be paid for from the NMF.

12.3 Advertising Contribution. Annually, Miracle-Ear agrees to contribute to the NMF an amount equal to ten percent (10%) of the annual NMF contribution collected from franchisees based on the prior calendar year contributions; provided that any cooperative advertising contributions made by Miracle-Ear Centers operated by us or our affiliates during the prior calendar year shall be credited toward this ten percent (10%) requirement.

12.4 Local Marketing, Advertising, and Promotion. You agree to spend at least ten percent (10%) of the Franchise's net sales, as defined in this section, on approved advertising and promotion in the Territory. All advertising must be approved in writing by us prior to its use. NMF contributions paid to us pursuant to Section 12.2 above, and cooperative contributions pursuant to Section 12.5 below, shall qualify as approved advertising expenditures under this Section 12.4. On or before January 31 and July 31 of each year, you will provide us with an accounting of the monies that you have spent for approved local advertising for the preceding six (6) months (January through June or July through December). If you have failed to spend at least ten percent (10%) of your net sales for the applicable six-month period for approved advertising, you shall be required to pay to us the difference between what you should have spent for advertising during the applicable six-month period and what you actually spent for advertising during such six-month period, and this amount shall be spent by us for any type of advertising or promotion that we deem appropriate for the Franchise. For purposes of this Agreement, the term "net sales" shall include the total revenues and receipts from the sale of all products and services by the Centers, less returns and allowances, and excluding sales taxes collected by you and remitted to the appropriate taxing authorities.

12.5 Advertising Cooperative. We reserve the right, in our discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("**Cooperative**"), and to determine whether a Cooperative is applicable to the Franchise. If a Cooperative has been established in your area prior to opening the Franchise, you shall become a member of the Cooperative no later than thirty (30) days after opening the applicable Center. If

a Cooperative is established subsequent to your opening of the applicable Center, you shall become a member of the Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation. If your Franchise is within the territory of more than one Cooperative, you shall not be required to be a member of more than one Cooperative within that territory, and you may determine which Cooperative to join.

12.5.1 All Miracle-Ear Centers operated by us, our subsidiaries or our affiliates in a Cooperative's designated geographical shall participate in and contribute to the Cooperative on an equal basis with the other Cooperative members and shall collectively (no matter the number of Centers) only have the voting rights and obligations of only one (1) member. None of our, our subsidiaries' or our affiliates' representatives shall serve as leadership for the Cooperative, unless otherwise agreed by a majority of the franchisee Cooperative members.

12.5.2 Each Cooperative shall be organized and governed in a form and manner, shall commence operation on a date, and shall operate pursuant to written governing documents, all of which must be approved in advance by us in writing.

12.5.3 Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members in local advertising. No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our prior approval. All such plans and materials shall be submitted to us in accordance with the procedures set forth in Section 12.7 hereof.

12.5.4 Each Cooperative shall have the right to require its members to make contributions to the Cooperative in such amounts as determined by the Cooperative; provided, however, that you shall not be required to contribute to any Cooperative in excess of ten (10%) of your net sales during any calendar year. Your payments made under this Section 12.5 shall be credited toward the monthly expenditure required to be made under Section 12.4 hereof, and shall be in addition to the requirements of Section 12.2 hereof.

12.5.5 A duly elected representative of the Cooperative shall notify us of the required contribution amount for each member, and any changes thereto. We shall issue an invoice on a monthly basis showing the Cooperative contribution you must submit to us for the prior month, the payment of which is due in accordance with the credit and other terms and conditions established by us from time to time. We shall act as the agent of the Cooperative with full authority to collect all monies due to the Cooperative, to pay all vendors and bills of the Cooperative from such monies on behalf of the Cooperative, and to otherwise expend such monies as directed by the duly elected representative of the Cooperative. You acknowledge and agree that your failure to pay any amounts due to the Cooperative, shall be a material breach of this Agreement.

12.5.6 We shall have the power to require the Cooperative to be formed, changed, dissolved, or merged.

12.5.7 We shall have the ability to enforce the payment terms of the Cooperative.

12.6 Advertising Materials. All advertising and promotion under your direction or control shall be in such media and of such type and format as we may approve, shall be conducted in a dignified manner, shall comply with federal and local laws and regulations, including without limitation the Lanham Act, FDA Regulations, the TCPA, the CAN-SPAM Act, and such other

advertising laws as are applicable to the Franchise, and shall also conform to such standards and requirements as we may specify. You shall not use any advertising or promotional plans or materials unless and until you have received written approval from us as described in Section 12.7.

12.7 Approval of Advertising Materials. Using the process set forth in the Operations Manual, you agree to submit to us samples of all advertising and promotional plans and materials for any print, broadcast, cable, electronic, computer, or other media that you desire to use and that have not been prepared by us or previously approved by us within the preceding twelve (12) months. If written notice of disapproval is not received by you from us within thirty (30) days of the date of receipt by us of such samples or materials (or within fifteen (15) days if such samples and materials are subject to the expedited review described in Section 12.8) we shall be deemed to have approved them. Approval shall be valid, unless otherwise directed by us, for twelve (12) months immediately following the effective date of approval. For the avoidance of doubt, our review and approval on any advertisement is not a legal review, rather it is to ensure the proposed advertisement is consistent with Brand Guidelines (as defined below). You agree you will be solely responsible for ensuring that your promotional activity complies with applicable laws pertaining to communications by telephone, including federal and state anti-solicitation laws regulating phone calls, text messages, spamming, and faxing.

12.8 Expedited Review. Miracle-Ear shall establish and maintain formal brand guidelines which may include pre-approved advertising templates ("**Brand Guidelines**"), and shall establish an expedited approval process for advertising that will provide expedited review of not more than fifteen (15) days for proposed advertising or promotional materials that comply with then-current Brand Guidelines or use certain designated templates without modification.

12.9 CRM Platform. You acknowledge that we have developed an integrated customer relationship management platform ("**CRM Platform**") and advertising program that includes outbound calling services and multichannel customer communications (jointly, with the CRM Platform, the "**CRM Program**"). Your use of our then-current CRM Program is mandatory and you must utilize the CRM Program in the Franchise and pay the applicable then-current CRM Program Fee (pursuant to Section 4.4 of this Agreement).

12.10 Inbound Calls. You will be required to participate in an inbound call center managed by us, which is covered by NMF Fees and handles inbound calls and bookings associated with NMF activities.

12.11 Designated Telephone Lines. Miracle-Ear may contract with third-party providers to establish designated telephone lines for Franchisee in conjunction with marketing initiatives and otherwise ("**Designated Phone Lines**"). Calls that are placed to Designated Phone Lines may be recorded and callers to these numbers will be automatically advised that each call is subject to recording and monitoring prior to the connection. You shall establish the necessary procedures to obtain all necessary consents or approvals from your employees, agents, and independent contractors that may be answering such calls as required by applicable law.

13. ACCOUNTING AND RECORDS

13.1 Reporting. You shall record all sales and expenses by Center. You agree to establish, maintain, and utilize at your own expense a bookkeeping, accounting, or recordkeeping system designated by us in the Operations Manual or otherwise in writing from time to time. You shall record sales and expenses for each Center by completing a standard chart of accounts for

each Center in the manner we specify. We shall have the right to access any business information or data collected and generated on the recordkeeping system(s) related to or used in the operations of the Miracle-Ear Centers and the Franchise.

13.2 Other Reports. You shall, at your expense, submit to us in the form we prescribe, the following reports, financial statements, and other data:

13.2.1 Upon request, copies of all signed sales tax returns and signed withholding tax returns for the Franchise and, as soon as you have received them, copies of the canceled checks for the required sales taxes and withholding taxes;

13.2.2 Within forty-five (45) days after the end of each fiscal quarter, unaudited profit and loss, balance sheet, and cash flow statements for the Franchise, and unaudited profit and loss statements for each Center in the Territory for the immediately preceding fiscal quarter and a year-to-date unaudited balance sheet as of the end of such fiscal quarter;

13.2.3 Within ninety (90) days after the end of the Franchise's fiscal year, unaudited annual profit and loss, balance sheet, cash flow statements for the Franchise, and annual profit and loss statements for each Center in Territory, as of the end of such fiscal year, and signed by you or your principal operating officer or operating partner; and

13.2.4 Upon request, and within ten (10) days after our request, exact, signed original copies of federal and state income tax returns of the Franchise or, if you are a disregarded entity, at your option, the K-1's or other portions of the owners' personal tax returns as accurately reflect the Franchise's tax records; provided, however, that you may at your option submit audited financial statements for the Franchise for the applicable period in lieu of tax returns. We shall maintain such information and documents at all times as strictly confidential, except as otherwise required by law.

13.2.5 Such other forms, reports, records, information, and data as we may reasonably designate from time to time.

13.2.6 Any financial information provided to us pursuant to this Section 13.2 shall not be shared by us except in a de-identified and aggregated format and only pursuant to Section 3.9 of this Agreement. For the avoidance of doubt, we may use de-identified financial information provided by you to make a financial performance representation, or equivalent disclosure.

13.2.7 If the foregoing are not provided within the designated time periods and in the form compliant with this Section 13.2 and after ten (10) days' written notice to cure, we may, at our option, require you, at your expense, to retain and work with an independent bookkeeping service approved by us, or exercise our audit rights pursuant to Section 13.4, below.

13.3 Recordkeeping. You shall prepare, and shall preserve for at least three (3) years from the dates of their preparation complete and accurate books, records, and accounts for each Center in the form and manner prescribed by us, including but not limited to: (a) cash receipts journals; (b) cash disbursements and weekly payroll journals and schedules; (c) general ledgers; (d) monthly bank statements, daily deposit slips, and cancelled checks; (e) all Business tax returns; (f) suppliers' invoices (paid and unpaid); (g) monthly fiscal period balance sheets and fiscal period profit and loss statements; and (h) such other records as we may from time to time require.

13.4 Audit. We, along with our designated agents, shall have the right at any time during regular business hours to examine, copy, and/or personally review at our expense your books, records, accounts, and tax returns. At our request, you agree to make and/or provide us with copies of such books, records, accounts, and tax returns within a reasonable time period. Upon at least ten (10) days' prior written notice, we shall also have the right to have an independent audit made of your books and records. If we are exercising the rights in this Section 13.4 because you have failed to provide reports within designated time periods under Section 13.2 above, or if an inspection or audit should reveal that any income or sales have not been reported or have been understated by five percent (5%) or more in any report to us, then you shall immediately pay to us the amount underpaid upon demand, in addition to interest from the date such amount was due until paid, at the rate of ten percent (10%) per annum, or the maximum rate permitted by law, whichever is less, plus all of our costs and expenses in connection with the audit, including, without limitation, travel costs, lodging, and wage expenses, and reasonable accounting and legal fees and costs. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or otherwise at law or in equity.

14. INSURANCE

14.1 Minimum Insurance Requirements. You shall procure, prior to the commencement of any activities or operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement), at your expense, an insurance policy or policies protecting you, us, and the parties' respective officers, directors, partners, agents, and employees against any demand or claim with respect to personal injury, death or property damage, business interruption, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Franchise, including, but not limited to, commercial general liability insurance (including products/completed operations), property insurance (including, but not limited to, fire, vandalism, and malicious mischief insurance for the replacement value of each Center and its contents), cyber coverage (including, but not limited to, third-party liability, social engineering, breach response, hacking, business interruption, regulatory investigation response), casualty insurance, business interruption insurance, statutory workers' compensation and employer's liability insurance, and automobile insurance coverage for all vehicles used in connection with the operation of the Franchise. All policies shall provide at least the types and minimum amounts of coverage specified in the Operations Manual, and shall be written by a responsible carrier or carriers acceptable to us. All policies shall name us and our subsidiaries and affiliates as additional insureds, specifically including additional insured rights within the completed operations coverage grant, and on a primary and non-contributory basis and with waiver of subrogation rights, and shall provide us with thirty (30) days' notice of a material modification, cancellation, or expiration of the policy, and shall cover your contractual obligations to us. We shall have the right, from time to time, to make such changes in minimum policy limits and endorsements in the Operations Manual or otherwise in writing as we may determine in our reasonable discretion.

14.2 Non-waiver. Your obligation to obtain and maintain the policy or policies in the amounts specified in the Operations Manual shall not be limited in any way by reason of any insurance that may be maintained by us, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 21 of this Agreement.

14.3 Franchisor Entitled to Recover. All public liability and property damage policies shall contain a provision that we, although named as an insured, shall nevertheless be entitled to

recover under such policies on any loss occasioned to us or our servants, agents, or employees by reason of the negligence of you or your servants, agents, or employees.

14.4 Our Right to Procure Insurance. In addition to any other remedies we may have under this Agreement or at law or in equity, if, for any reason, you fail to procure or maintain the insurance required by this Agreement, we will have the right and authority (but not the obligation), after at least ten (10) days' written notice to you to cure, to procure and maintain such insurance in your name and to charge same to you, which charges, together with our reasonable expenses in so acting, shall be payable by you immediately upon notice. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or at law or in equity.

15. TRANSFER OF INTEREST

15.1 Our Right to Transfer. We shall have the right to transfer or assign this Agreement and all or any part of your rights or obligations herein to any person or legal entity, and any of our designated assignee(s) shall become solely responsible for all of our obligations under this Agreement from the date of assignment. You shall execute such documents of attornment or other documents as we may request to facilitate such assignment. We agree to give you at least thirty (30) days' written notice of any and all assignments.

15.2 Your Conditional Right to Transfer. You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted you this Franchise in reliance on your (or, if you are a corporation, partnership, or limited liability company, your principals') business skill, financial capacity, and personal character. Accordingly, neither you nor any immediate or remote successor to any part of your interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity which directly or indirectly owns any interest in you or in the Franchise shall sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, "**transfer**") this Agreement, any direct or indirect interest in you, or in all or substantially all of the assets of the Franchise, any Center or any portion of the Territory without our prior written consent. Any purported assignment or transfer not having our written consent required by this Section 15.2 shall be null and void and shall constitute a material breach of this Agreement, for which we may immediately terminate without opportunity to cure pursuant to Section 16 of this Agreement. The foregoing remedies shall be in addition to any other remedies we may have under this Agreement or at law or in equity.

15.3 Conditions of Transfer. You shall notify us in writing of any proposed transfer of this Agreement, any direct or indirect interest in you, or in all or substantially all of the assets of the Franchise or any Center, at least forty-five (45) days before such transfer is proposed to take place. We shall not unreasonably withhold or delay our consent to any transfer, and such consent shall be granted or denied within fifteen (15) business days after receipt of all documentation set forth in the Operations Manual. We may, in our sole discretion, require any or all of the following as conditions of our approval:

15.3.1 That all of your accrued monetary obligations and all other outstanding obligations to us and our affiliates have been satisfied;

15.3.2 That you are not in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between you and us or our affiliates, or that any such defaults shall be cured as a condition of transfer;

15.3.3 That the consideration or payment of terms offered by a proposed transferee are not excessive or unreasonable, based on the net sales of the Franchise or the net sales of other Miracle-Ear Centers, in our reasonable business judgment;

15.3.4 That the transferor and any guarantors shall have executed a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and their respective officers, directors, agents, shareholders, and employees for all claims arising from or relating to the operation of the Centers under this Agreement;

15.3.5 That the transferor and transferee have executed an indemnification agreement, jointly and severally indemnifying us for any claims arising from or based on matters between the transferor and transferee.

15.3.6 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as we may request) enter into a written assignment, in a form satisfactory to us, assuming and agreeing to discharge all of your obligations under this Agreement; and that the transferee guarantee the performance of all such obligations in writing in a form satisfactory to us;

15.3.7 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as we may request) demonstrate to our satisfaction that transferee meets our educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchise; has adequate financial resources and capital to operate the Franchise; will not operate a business in competition with us; is not subject to any non-competition agreement that would bar its operation of the Franchise or any Center and that, if the proposed transferee or one or more of its owners is an existing franchisee, we have determined, in our sole discretion, that such sale or transfer would not lead to an impermissible concentration of Miracle-Ear Centers with a particular franchisee or owner that may, in our business judgment, be detrimental to the System;

15.3.8 That the transferee execute our then-current form of franchise agreement and other ancillary agreements as we may require for the Franchise, which agreements shall supersede this Agreement in all respects, and the terms of which may differ materially from the terms of this Agreement including, without limitation, a higher royalty fee, national marketing fund contribution, other additional fees, and a modified Development Schedule pursuant to our then-current criteria for additional development set forth in the Operations Manual, except that the transferee shall not be required to pay any initial franchise fee, and any territorial changes shall be by mutual agreement between us and transferee;

15.3.9 That you remain liable for all of the obligations to us in connection with the Franchise which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by us to evidence such liability;

15.3.10 That the transferee (or, if the transferee is a corporation, partnership, or limited liability company, a principal of the transferee acceptable to us), at the transferee's expense, have successfully completed any training programs then in effect upon such terms and conditions as we may reasonably require and pay us the then-current training fee;

15.3.11 That we approve the terms and conditions of the transfer agreement between you and transferee;

15.3.12 That transferee does not finance more than fifty percent (50%) of the total purchase price, and that transferee expressly, in writing, subordinates all third-party interests in the Franchise to the interests of us;

15.3.13 That you pay a transfer fee of five thousand dollars ($5,000) for all transfers of a majority or controlling interest, or two thousand dollars ($2,000) for transfers of a minority and non-controlling interest; however, in the case of an entity or partnership formed by you for the convenience of ownership (as determined by us in our sole discretion), no such transfer fee shall be required.

15.4 No Security Interest. You shall not grant a security interest in the Franchise or in any of the assets of the Franchise or any Center without our express written consent. If we consent to such security interest, such consent shall be conditioned on, among other things, the secured party's agreement that in the event of any default by you under any documents related to the security interest, we shall have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any of default by you, and, in the event we exercise such option, any acceleration of indebtedness due to your default shall be void. In the event we cure any such default by you, you shall reimburse us all amounts paid by us to cure the default, plus all costs and expenses incurred by us to cure such default, and you shall be deemed in default of this Agreement.

15.5 Our Right of First Refusal. If, during the term of this Agreement you desire to accept any *bona fide* offer from a third party to transfer (a) this Agreement; (b) a fifty percent (50%) or greater interest in you (including through a series of transfers that we determine, in our sole discretion, collectively constitute a fifty percent (50%) or greater interest in you); (c) all or substantially all of the assets any Center; or (d) any part of portion of the zip codes included under this Agreement, we shall have the right and option, exercisable within thirty (30) days after receipt of your notification as provided in Section 15.3 hereof along with such information and documentation relating to the offer as we may require, to send written notice to the seller that we intend to purchase the seller's interest on the same terms and conditions offered by the third party. If we elect to purchase the seller's interest, closing on such purchase shall occur within thirty (30) days from the date of notice to the seller of our election to purchase or the closing date under the proposed bona fide offer, if mutually agreed by us and you. If we elect not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third party shall constitute a new offer subject to the same rights of first refusal by us as in the case of the third party's initial offer. Our failure to exercise the option afforded by this Section 15.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 15, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that we may not reasonably be required to furnish the same consideration, terms and/or conditions, then we may substitute cash for any form of payment contained in the offer and may also designate a credit-worthy substitute purchaser; provided, however, that we will use commercially reasonable efforts to minimize any adverse tax impact to you as a result of substituting cash as consideration. If the parties cannot agree within fifteen (15) days on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser shall be designated by us at our expense, and the appraiser's determination shall be binding. For the avoidance of doubt, this Section 15.5 shall not apply to transfers among existing owners, or transfers to immediate family (parents, spouses, domestic partners, siblings, or children) of existing owners of you, or to any

transfer, or any series of transfers that we determine, in our sole discretion, collectively constitute less than a fifty percent (50%) interest in you

15.6 Death or Mental Incapacity. Upon the death, physical, or mental incapacity of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of any Center, the executor, administrator, or personal representative of such person shall transfer such interest to an existing owner or to a third party approved by us within six (6) months after such death or mental incapacity. Such transfers, including, without limitation transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer, except that no transfer fee will be charged. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 15 hereof, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by us within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, we may terminate this Agreement, pursuant to Section 16 hereof.

15.7 Non-waiver. Our consent to a transfer of any interest in this Agreement, in you, or in all or substantially all of the assets of the Center shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

16. DEFAULT AND TERMINATION

16.1 By Franchisee on Miracle-Ear Default. You may terminate this Agreement upon our material breach of a material obligation to you if we fail to cure such breach within sixty (60) days after our receipt of a written notice from you identifying such breach and demanding that it be cured; provided, however, that you must be in substantial compliance with this Agreement at the time of giving such notice of termination.

16.2 Automatic for Bankruptcy or Insolvency of Franchisee. Except if and to the extent otherwise provided by applicable law, you shall be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to you, if you shall become insolvent, or make a general assignment for the benefit of creditors, or if a petition of bankruptcy is filed by you, or such a petition is filed against you, or if you are adjudicated as bankrupt or insolvent, or if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for the your business or assets is filed and consented to by you, or if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; you are dissolved; execution is levied against your business or property; suit to foreclose any lien or mortgage against the Premises of any Center or equipment is instituted against you and not dismissed within thirty (30) days; or the real or personal property of any Center is sold after levy thereupon by any sheriff, marshal, or constable.

16.3 Immediate Termination by Miracle-Ear. You shall be in default, and we may, at our option, reduce the Territory and require closure of certain Centers, or terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon receipt of notice by you, upon the occurrence of any of the following events:

16.3.1 If you fail to locate an approved site or to construct and open the first Center in the Territory within the time limits provided in Section 5.1.

16.3.2 If you, without our prior written consent, abandon or otherwise cease to do business at any Center for ten (10) consecutive days, or lose the right to possession of the Premises of any Center, or otherwise forfeit the right to do or transact business in the jurisdiction where any Center is located. But if any such loss of possession results from the governmental exercise of the power of the eminent domain, or if, through no fault of yours, the Premises are damaged or destroyed by a disaster such that they cannot, in our judgment, reasonably be restored, or if, through no fault of yours, the lessor of Premises in which Center is located refuses to renew your lease thereon, then this Agreement shall not be terminated for that reason for ninety (90) days thereafter, provided that you apply within that time for approval to relocate within your area of exclusivity to other premises. We shall not unreasonably withhold our approval.

16.3.3 If you are convicted of (or pleads guilty or no contest to) a felony, a crime involving moral turpitude, consumer fraud, or any other crime or offense that is reasonably likely, in our sole opinion, to adversely affect the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein; or if you or any of your owners, officers, or directors commit any acts or engage in any behavior that we believe is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or our interest therein, including conduct that is fraudulent, unfair, unethical, or deceptive, and such person has not relinquished his/her ownership interest after thirty (30) days' written notice from us.

16.3.4 If a threat or danger to public health or safety results from the maintenance, or operation of any Center and is not cured within thirty (30) days after written notice from us, or within the time permitted by Section 7.21, whichever is shorter.

16.3.5 If you purport to transfer any rights or obligations under this Agreement to any person or entity without our prior written consent contrary to the terms of Section 15 of this Agreement.

16.3.6 If you misuse or make any material, unauthorized use of the Proprietary Marks, or any other identifying characteristics of the System, or otherwise impair the goodwill associated therewith or our rights therein.

16.3.7 If you knowingly make any material misstatement in connection with reports required under Section 13 of this Agreement.

16.3.8 If we have provided five days' advance notice (including email) of our visit, or if we have not provided notice because we have credible allegations or evidence that there may be material violations at a Center, and you refuse to permit us to conduct an inspection or compliance review during your regular business hours as permitted by Section 7.16.

16.3.9 If you fail to comply with the covenants in Section 18.2 (in-term covenants).

16.3.10 If you or your owners disclose or divulge the contents of the Operations Manual or other Confidential Information contrary to the terms of Sections 10 or 11.

16.3.11 If the contents of the Operations Manual are disclosed or divulged by your employees, affiliates, or agents, contrary to the terms of Sections 10 or 11, for the third time.

16.3.12 If you underreport sales or income by five percent (5%) or more in three (3) or more separate reports to us in any eighteen (18) month period and so long as we have provided prior notice of the two (2) prior incidents.

16.3.13 If you, or any of your affiliates:

16.3.13.1 are in default under any other agreement with us in connection with the Centers and such default is uncurable, or remains uncured after the later of (a) any applicable cure period under such other agreement or (b) ten (10) days after receipt of written notice from us; or

16.3.13.2 are in default under any other franchise agreement between you (or any of your Owners or affiliates) and us or our affiliates, if such default is comparable to defaults under Sections 16.2 (bankruptcy/insolvency), 16.3.3 (felony/fraud), 16.3.6 (misuse of marks), 16.3.7 (material financial misreporting), 16.3.15 (deleterious conduct), 16.4 (a) (sale of unapproved products), 16.4 (b) (failure to pay), or 16.4 (c) (violation of law) of this Agreement, and such default is uncurable or remains uncured after the expiration of any applicable cure period under such other agreement.

16.3.14 If you are in default under this Section 16 for the third time within any fifteen (15) month period for failure substantially to comply with any of the requirements imposed by this Agreement, whether or not cured after notice.

16.3.15 If you engage in conduct which is deleterious to or reflects unfavorably on you or the System by (a) exhibiting a reckless or intentional disregard for the physical and/or mental well-being of employees, customers, our representatives, or the public at large including, but not limited to, battery, assault, sexual harassment, or other forms of threatening, outrageous, willfully discriminatory, unprofessional, aggressive, or other unacceptable behavior or disparagement of our brand or management, or (b) engaging in fraudulent or materially misleading conduct. An act of default under this Section 16.3.15 does not require any criminal action to be brought against you. If this act of default shall occur, we shall have the right to terminate this Agreement, such termination to be effective upon notice to you and with no opportunity to cure:

16.3.16 If you sell demonstration hearing aids other than as provided by Section 7.6.

16.3.17 If you sell used hearing aids other than as provided by Section 7.5.

16.3.18 If you sell Unbranded or unapproved Hearing Aids.

16.3.19 If you commit a default that by its nature is not curable.

16.4 Upon Notice by Miracle-Ear with Ten (10)-day Opportunity to Cure. If you (a) sell unapproved Products other than Hearing Aids; (b) fail to pay any amounts owed to us or our affiliates; or (c) violate any federal, state, local or municipal law, ordinance, rule, or regulation pertaining to the operation of any Center, including any and all rules and regulations of the Federal Trade Commission or the Food and Drug Administration; you shall have ten (10) days after your receipt of notice from us (or such longer period as applicable law may require) within which to remedy any such default. We will have the right to reduce the Territory and require closure of

certain Centers, or terminate this Agreement and all rights granted hereunder, immediately upon notice to you if you fail to cure such default prior to the expiration of the cure period.

16.5 Upon Notice by Miracle-Ear with Thirty (30)-day Opportunity to Cure. Except as otherwise provided in this Section 16, if you fail to comply with any other requirement imposed by this Agreement, you shall have thirty (30) days (or such longer period as applicable law may require) after your receipt of written notice from us specifying the nature of such default within which to remedy any such default hereunder, and to provide evidence thereof to us. If any such default is not cured within that time (or such longer period as applicable law may require), this Agreement shall, at our option (a) terminate without further notice to you effective immediately upon the expiration of the thirty (30) day period (or such longer period as applicable law may require) or such longer period as may be required by us to process any claim of cure by you as provided by Section 16.8; or (b) terminate upon written notice of termination.

16.6 By Miracle-Ear for Franchisee's Failure to Achieve the Minimum Performance Requirement. If at least twenty-five percent (25%) of Centers in the Territory failed to achieve the Minimum Performance Requirement during the same time period and have been provided with, and failed to comply with, the applicable Performance Improvement Plan for two full consecutive quarters after being provided the Performance Improvement Plan, and you are not utilizing the appeals process set forth in Section 7.14, we have the right in our sole discretion to terminate your right to operate any such underperforming Center(s) and modify and reduce the Territory by the respective Center Footprint, or a comparable area around such terminated Center(s). If we terminate such rights, we will advise you of the termination in writing with a minimum of thirty (30) days to effect such closure and will work with you to effect an orderly closure. If at least fifty-one percent (51%) of Centers in the Territory fail to achieve the Minimum Performance Requirement for two consecutive quarters, we have the right in our sole discretion to terminate this Agreement upon written notice to you, or reduce or modify the geographic area of the Territory.

16.7 Failure to Achieve Relocation and Development Schedules. If you fail to open or relocate a Center in the applicable Required Location by the applicable Required Opening Date (including as such date may have been modified by mutual written agreement in accordance with Section 25) or fail to operate any Full-Time or Part-Time location in compliance with the operating hour and licensed provider requirements for each Full-Time and Part-Time location set forth in the Operations Manual, we shall have the absolute right, at our option, to:

16.7.1 To reasonably reduce or eliminate the Territory in our sole discretion and, at our option, to establish and operate, or license others to establish and operate, Miracle-Ear Centers within any area which was removed from the Territory; provided, however, that you will retain a protected Territory around any existing Center(s) which shall be designated by us, and shall consist of the Center Footprint or a comparable area, around such Center(s);

16.7.2 To modify the Relocation Schedule and/or Development Schedule, including modifying Required Opening Dates and Required Locations; and/or

16.7.3 To withhold evaluation or acceptance of additional sites and refuse to approve the opening of additional Centers in the Territory.

For the avoidance of doubt, nothing in this Section 16.7 shall permit us to terminate or close your operating Centers. In addition, you have the right to request an extension of any Required Opening Date, and we may grant such extension requests in our sole discretion. Moreover, if you fail to meet the operating hour and licensed provider requirements for any Center

due to the loss of a provider, and you are diligently seeking to the fill the position, you have the right to request a grace period in which to comply with the applicable operating hour and licensed provider requirements, and we will not unreasonably withhold our consent to such grace period.

16.8 Establishment of Franchisee Cure. You shall submit to us, in writing, any claim of cure, and evidence in support thereof, which must be received prior to the expiration of the cure period (if applicable) allowed hereunder. Your claim of cure shall be accepted or rejected and communicated to you in writing by an officer of Miracle-Ear no later than ten (10) business days following receipt of the claim, and if we do not respond, the cure is deemed accepted. No other communication from any officer, employee, or agent of Miracle-Ear, whether oral or in writing, shall constitute a valid acknowledgment or rejection of a claim of cure by you under this Agreement.

16.9 Applicable Law. To the extent that any provision of this Agreement with respect to termination provides for periods of notice and cure less than those required by applicable law, or provides for termination, cancellation, non-renewal or the like other than in accordance with applicable law, such provision shall, to the extent not in accordance with such law, be superseded by such law, and we shall comply with applicable law in connection with such matters.

16.10 Limitation of Services or Benefits. If you receive a notice of default issued pursuant to and fail to cure such default within the time period permitted in such notice, we shall have the right, in our sole discretion, to temporarily or permanently limit, curtail, or remove certain services or benefits provided or required to be provided to you hereunder in lieu of exercising our right to terminate this Agreement pursuant to its terms, including, without limitation:

16.10.1 To restrict you or any of your staff's attendance at or participation in any initial training, continuing training, meetings, workshops, contest, programs, or conventions;

16.10.2 To refuse or permit our affiliate to sell or furnish to you any supplies, products, or advertising and promotional materials, including, but not limited to, withholding shipment of additional products used in the Franchise;

16.10.3 To refuse to provide you with ongoing advice about the operation of the Franchise;

16.10.4 To refuse any request by you to approve a new product, service, or supplier; and

16.10.5 To refuse any request by you to approve the use of any advertising or promotional materials.

You agree to hold us harmless with respect to any action taken by us pursuant to this Section 16.10; and you further agree that we shall not be liable for any loss, expense, or damage incurred by you or the Centers because of any action we take pursuant to this Section 16.10. Nothing in this Section 16.10 constitutes a waiver of any of our rights or remedies under this Agreement or any other agreement between the parties; including, without limitation, the right to terminate this Agreement under Section 16 hereof. You acknowledge and agree that our exercise of our rights pursuant to this Section 16.10 shall not be deemed a constructive termination of this Agreement or of any other agreement between the parties, and shall not be deemed a breach of any provision of this Agreement by us. Any services or benefits removed, curtailed, or limited pursuant to this Section 16.10 may be reinstated at any time by us in our sole discretion, and you hereby agree

to accept immediately any such reinstatement of services or benefits so removed, curtailed, or limited. You acknowledge and agree that, if we limit any services or benefits under this Section 16.10, you shall continue to pay timely all fees and payments required under this Agreement and any other agreement between you and us, including, without limitation, any fees associated with services or benefits limited by us. You shall have no right to a refund of any fees paid in advance for such services or benefits.

17. OBLIGATIONS UPON TERMINATION OR EXPIRATION

17.1 Obligations of Miracle-Ear. Expiration, termination, or non-renewal (the date upon which it could have renewed) of this Agreement shall operate as a cancellation of all unfilled orders. Following the expiration, termination, or non-renewal of this Agreement, we shall honor your orders where you can show that the products are needed to fulfill commitments made by you prior to the expiration, termination or non-renewal. We will also give fair consideration to orders placed following expiration, termination, or non- renewal that are, in our sole judgment, required by you to maintain your business during a period of transition to a business other than the business franchised herein. Credit terms with respect to orders placed after notice of intent to terminate or not-renew shall be such as are established by us. The acceptance of any order or delivery of goods following expiration, termination, or non-renewal of this Agreement shall not be construed as a renewal or extension of this Agreement or a waiver of the notice of intent to terminate.

17.2 Obligations of Franchisee. Upon expiration of the initial or any renewal term of this Agreement or any earlier termination, this Agreement and all rights granted to you shall terminate, and:

17.2.1 You shall immediately cease to operate the Centers as Miracle-Ear businesses, cease selling and servicing Products, and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as a current or former franchisee of Miracle-Ear.

17.2.2 You shall immediately cease use of all confidential information, procedures, and techniques associated with the System, as well as all signs, equipment, advertising materials, Internet presence, telephone listings, stationery, forms, and any other articles which display the Proprietary Marks associated with the System.

17.2.3 You shall execute all such documents and perform all such acts as may be required to promptly assign to us the telephone numbers used in the operation of the Franchise, in accordance with the Assignment of Telephone Numbers (in the form attached hereto as Exhibit E) executed by you at the time you execute this Agreement. We shall reimburse you for reasonable out-of-pocket costs incurred by you in effectuating such assignment.

17.2.4 You shall not publicly disparage us, our products, or our employees following the termination or expiration of this Agreement; provided that this limitation will not apply to any statements or information required to be disclosed pursuant to any statutes, laws, regulations, or orders of any governmental body; and further provided that explaining that you are no longer affiliated with Miracle-Ear in response to *bona fide* inquiries shall not be considered disparagement.

17.2.5 If we elect to assume the Lease in accordance with Section 5.3.1, you shall cooperate with our personnel to complete such assignment, and shall execute all such documents, and perform all such acts as may be required to promptly assign the Lease.

17.2.6 If we do not elect to assume the Lease, you shall, promptly upon our notification to you that we do not wish to assume the Lease, de-identify the Premises, and remove all signage bearing the Proprietary Marks.

17.2.7 If you continue to operate or subsequently begin to operate any other business, you agree not to use any reproduction or colorable imitation of the Proprietary Marks which is likely to cause confusion, mistake, or deception, or which is likely to dilute our exclusive rights in the Proprietary Marks, and further agree not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with Miracle-Ear. Subject to our rights to assume the lease and occupancy of any Center premises pursuant to Section 5.3.1, you agree to make such modifications or alterations to each Center premises immediately upon termination or expiration of this Agreement as may be reasonably necessary to prevent consumers from erroneously believing that the business continues to be associated with Miracle-Ear or the Proprietary Marks and shall make such specific additional changes thereto as we may reasonably require for that purpose. We also reserve the right to enter the Premises and remove all signage and materials that contain the Proprietary Marks, in addition to any other available remedies, and you shall reimburse us for our costs in connection therewith if such has not been cured after thirty (30) days' written notice from us to you as to any deficiencies.

17.2.8 You shall immediately pay all sums owing to us or our affiliates, including outstanding invoices for inventory and all damages, costs, and expenses (including reasonable attorneys' fees and expenses) incurred by us as a result of any default or otherwise. Such sums shall also include charges billed after termination for exiting any applicable third-party retailer locations relating to your Centers.

17.2.9 You shall cooperate with our personnel to return to us as we direct: (a) all manuals, instructions, and brochures, and any and all other materials provided to you by us relating to the operation of the Franchise in your possession, and all copies thereof (all of which are acknowledged to be our property); (b) a copy of all customer lists, files, and information for the Franchise, such copies to be at our expense (unless prohibited by law, in which case you must, upon request, submit to us an opinion of a qualified attorney in a form acceptable to us that explains the prohibition); and(c) all computer systems, other equipment, software, or personal property which is our property but which was previously delivered to you for any purpose.

17.2.10 You shall comply with our instructions to return, uninstall, or destroy any software or other technology licensed to you as part of the System.

17.2.11 We shall have the option, to be exercised by notice of intent to do so, delivered within thirty (30) days of expiration, termination, or non-renewal, to repurchase any and all Products as are then in your possession that are new, unused, and unencumbered and which were purchased by you within ninety (90) days prior to the date of termination or which are in our then-current catalogue, for the price we originally charged for the products less any credits issued.

17.2.12 We shall have the option, to be exercised by notice of intent to do so, delivered within thirty (30) days of expiration, termination, or non-renewal, to repurchase any or all Products as are then in your possession that are new, unused and unencumbered, but were purchased more than (90) days prior to the date of termination (and are not in our then-current catalogue) for the then-published franchisee price or price actually paid by you whichever is lower, less fifty (50%).

17.2.13 We shall have the option, to be exercised by notice of intent to do so, delivered within thirty (30) days of expiration, termination, or non-renewal, to repurchase any or all Products as are then in your possession that are other than are new, unused and unencumbered, for a price to be negotiated. For any Products that are encumbered, you shall promptly take whatever steps are necessary to remove such encumbrance prior to purchase by us.

17.2.14 We shall have the option, to be exercised by notice of intent to do so, delivered within thirty (30) days after expiration, termination, or non-renewal, to purchase any and all accessory products, equipment, supplies, signs, advertising materials, and all items bearing the Proprietary Marks. We shall pay you the lower of your purchase price for such goods or the then-fair market value for such goods. If the parties cannot agree on fair market value within a reasonable time, an independent appraiser shall be designated by us, at our cost, and its determination shall be binding on both parties.

17.2.15 With respect to any purchases as provided for in Sections 17.2.11, 17.2.12, and 17.2.13 above, we shall have the right to set off all amounts due from you, if any, against any payment, therefore. We shall provide shipping from the Franchise location for any products so repurchased.

17.2.16 You and your guarantors shall comply with the applicable provisions of this Agreement which by their terms or their nature are intended to survive the transfer, expiration, termination, or non-renewal of the franchise, including but not limited to the covenants contained in Sections 11 and 18 (confidentiality and non-compete) of this Agreement.

17.3 Additional Requirements for Non-Renewals. If you elect not to renew this Agreement, in addition to the obligations set forth in Section 17.2 above, you agree to cooperate with us regarding the orderly and transparent cessation of your operation of a Miracle-Ear retail business, including, without limitation, refraining from misleading communications to your existing customers and prospective customers regarding your intent to leave the System, and their options for warranty and other services related to the Products.

18. COVENANTS

18.1 Full-Time. You covenant that, during the term of this Agreement, except as otherwise approved in writing by us, you (or, if you are a corporation, partnership or limited liability company, one of your principals, general partners, or members), or a General Manager designated and supervised by you, shall devote full time, energy, and diligent efforts to the management and operation of the Centers.

18.2 In-Term Covenants. You specifically acknowledge that, pursuant to this Agreement, you will receive valuable, specialized training and confidential information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques used by us and the System. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person or legal entity:

18.2.1 Shall not divert or solicit or attempt to divert or solicit any present or prospective business or customer of any Miracle-Ear Center to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System;

18.2.2 Shall not employ or seek to employ any person who is at that time employed by us, our affiliates, or otherwise directly or indirectly solicit or induce such person to leave his or her employment; or

18.2.3 Shall not own, maintain, operate, engage in, act as a consultant for, perform services for, or have any interest in any retail business which offers to sell or sells or dispenses hearing aids and/or accessories, and/or provides hearing care services, or any other services, equipment, products or items which are the same as, or substantially similar to, any of the primary services, equipment, products, or other items offered by a Miracle-Ear Center.

18.3 Post-Term Covenants. You further covenant that, except as otherwise approved in writing by us, for a continuous, uninterrupted period of two (2) years commencing upon the date of (a) a transfer permitted under Section 15 of this Agreement, (b) expiration of this Agreement, (c) nonrenewal of this Agreement; (d) termination of this Agreement (regardless of the cause for termination); or (e) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 18.3 (the dates of each of the foregoing subsections (a) through (d) are referred to as the "Trigger Date"), you, either directly or indirectly, for yourself and your owners, or through, on behalf of, or in conjunction with any person or legal entity:

18.3.1 Shall not own, maintain, operate, conduct, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any retail business that (a) is substantially similar to a Miracle-Ear Center (as such business has been conducted during the six months prior to the Trigger Date); or (b) derives 15% or more of its revenues from the sale of hearing aids, hearing aid accessories, or hearing care services, that are the same as or similar to the Products and Services offered or sold by a Miracle-Ear Center under the System during the six months prior to the Trigger Date, if such retail business is located within your Territory, or within Twenty-five (25) miles of any Center operated under this Agreement; or

18.3.2 Shall not directly or indirectly solicit, divert or attempt to solicit or divert any clients, customers, or prospective customers of the Miracle-Ear Centers formerly operated by you to any competitor.

18.4 Independent Covenants. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 18 is held unreasonable or unenforceable by a court, arbitrator, such provision shall be construed or modified to cover only that duration, scope, or activity, that is determined to be valid and enforceable, and you expressly agree to be bound by any lesser covenant as modified, as if the resulting covenant were separately stated in and made a part of this Section 18. You further understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant set forth in Sections 18.2 and 18.3, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof; and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

18.5 No Application to Miracle-Ear Franchises. The prohibitions of Sections 18.2 and 18.3 shall not apply to your or your affiliates' interests in or activities performed in connection with the operation of a Center under a written franchise agreement with us.

18.6 No Application to Equity Securities. Sections 18.2 and 18.3 shall not apply to ownership by you of a less than five percent (5%) beneficial interest in the outstanding equity

securities of any corporation which has securities registered under the Securities Exchange Act of 1934.

18.7 No Defense. You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants in this Sections 18.2 and 18.3, unless you have terminated this Agreement due to our material breach in accordance with Section 16.1.

19. CORPORATE, PARTNERSHIP, OR LIMITED LIABILITY COMPANY FRANCHISEE

19.1 Franchisee Corporation. If you are a corporation, you shall comply with the following requirements:

19.1.1 Unless you are an existing Miracle-Ear franchisee, you shall be newly organized, and your charter shall at all times provide that your activities are confined exclusively to operating the Franchise.

19.1.2 Copies of your Articles of Incorporation, Bylaws and other governing documents, and any amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement, shall be promptly furnished to us.

19.1.3 You shall maintain stop-transfer instructions against the transfer on your records of any equity securities; and shall issue no certificates for voting securities upon the face of which the following printed legend does not legibly and conspicuously appear:

> The transfer of this stock is subject to the terms and conditions of a Franchise Agreement with Miracle-Ear, Inc. dated _____. Reference is made to the provisions of the said Franchise Agreement and to the Articles and Bylaws of this Corporation.

Notwithstanding the above, the requirements of this Section 19.1.3 shall not apply to a "publicly held corporation." A "publicly held corporation" for purposes of this Agreement shall mean a corporation registered pursuant to the Securities and Exchange Act of 1934; and

19.1.4 You shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities or securities convertible into voting securities of you and shall furnish the list to us upon request.

19.2 Franchisee Partnership. If you or any of your successors or assignees are a partnership, you shall comply with the following requirements:

19.2.1 Unless you are an existing Miracle-Ear franchisee, you shall be newly organized and shall furnish us with a copy of your partnership agreement as well as such other documents as we may reasonably request, and any amendments thereto;

19.2.2 The partnership agreement shall at all times note conspicuously that partnership rights are held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by the Franchise Agreement; and

19.2.3 You shall prepare and furnish to us, upon request, a list of all your general and limited partners.

19.3 Franchisee Limited Liability Company. If you or any of your successors or assignees are a limited liability company, you shall comply with the following requirements:

19.3.1 Unless you are an existing Miracle-Ear franchisee, you must be newly organized, and the articles of incorporation must at all times provide that your activities are confined exclusively to operating the Franchise;

19.3.2 You shall furnish us with a copy of the articles of organization and operating agreement, if any, as well as such other governing documents as we may reasonably request, and any amendments thereto;

19.3.3 The articles of organization or operating agreement shall at all times note conspicuously that membership rights are held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by the Franchise Agreement; and

19.3.4 You shall prepare and furnish to us, upon request, a list of your members or parties that hold any ownership interest in you.

19.4 Guaranty and Indemnification. If you are a corporation, partnership, or limited liability corporation, or if any of your successors or assignees are a partnership or limited liability corporation, then all of the owners thereto that hold a beneficial ownership interest of five percent (5%) or more, shall execute a Personal Guaranty and Assumption of Franchisee's Obligations in the form attached hereto as Exhibit F. However, any employee of Franchisee that holds a beneficial ownership interest in Franchisee of less than or equal to fifteen percent (15%) and is active in the day-to-day operations of the Franchise or any Center, will not be required to execute Exhibit F.

19.5 Disclosure. If you are a corporation, partnership or limited liability corporation, you must complete the Disclosure of Franchisee Owners included in the Data Sheet. You acknowledge that a change in the identity or ownership percentage of any your owners shall constitute a Transfer and is governed by Section 15 of this Agreement.

20. TAXES, PERMITS, AND OTHER LAWS

20.1 Payment of Taxes. You shall promptly pay when due all taxes levied or assessed, including, without limitation, employer's portion of employment-related taxes (FICA, Medicare, and unemployment taxes) and sales taxes, and all accounts and other indebtedness of every kind incurred by you in the operation of the Franchise.

20.2 Contesting Taxes. In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall you permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises, or any improvements thereon.

20.3 Compliance with Laws and Codes of Conduct. You shall maintain any and all permits, certificates, or licenses necessary for the full and proper conduct of each Center, including, without limitation, licenses to do business, fictitious name registrations, occupancy licenses, sales tax permits, construction permits, health permits, building permits, handicap permits, and fire clearances. You shall comply with all federal, state, and local laws, rules, and regulations, including without limitation, those regulations relating to brokers and salesperson,

occupational hazards, health, workers' compensation and unemployment insurance, and the applicable provisions of the ADA regarding the construction, design, and operation of each Center, and you shall comply with any codes of ethics, standards of conduct, and anti-corruption policies, that may be established by us and provided to you in the Operations Manual. You shall also comply with such other codes, standards, and policies that are provided otherwise in writing, to the extent that such codes, standards, and policies are reasonably necessary to comply with law applicable to us, our affiliates, or our franchisees.

20.4 Compliance with Anti-Terrorism Laws. You acknowledge that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 (the "**Executive Order**"), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Executive Order. Accordingly, you represent and warrant to us that as of the date of this Agreement, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you, are designated under the Executive Order as a person with whom business may not be transacted by us, and that you (a) do not, and hereafter shall not, engage in any terrorist activity; (b) are not affiliated with and do not support any individual or entity engaged in, contemplating, or supporting terrorist activity; and (c) are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

20.5 Notification of Adverse Action. You shall immediately notify us in writing of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchise or any Center.

21. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

21.1 Independent Contractor. The parties agree that this Agreement does not create a fiduciary relationship between them for any purpose, and acknowledge that you shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, joint employer, partner, employee, or servant of the other for any purpose whatsoever. During the term of this Agreement, you shall hold yourself out to the public as an independent contractor operating the Centers pursuant to a franchise agreement with us. You agree to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place at the Premises, the content of which we reserve the right to specify or approve. You acknowledge and agree that our usual business is the offering and selling rights to operate Miracle-Ear Centers using the Proprietary Marks and System, developing enhancements to the System, and providing assistance to Miracle-Ear franchisees, and, accordingly, our usual business is different from your usual business of operating a Miracle-Ear Center. Notwithstanding any other provision of this Agreement, you and we acknowledge and agree that you are solely responsible for all personnel and employment decisions relating to the Centers.

21.2 No Authority to Contract. Nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name; and we shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall we be liable by reason of any act or omission by you in your operation of the business franchised hereunder or for any claim or judgment arising therefrom against you or us.

21.3 Your Indemnification. You agree that you shall, at all times, indemnify, exculpate, defend, and hold harmless, to the fullest extent permitted by law, us, our successor, assigns, and affiliates (including, but not limited to, Amplifon USA, Inc.), and the respective officers, directors, shareholders, agents, representatives, independent contractors, servants, and employees of each of them (the "**Franchisor Indemnified Parties**") from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation, or inquiry (formal or informal), or any settlement thereof (each, a "**Claim**"), which arises out of or is based upon any of the following by you, your principals, affiliates, or representatives: (a) the infringement, alleged infringement, or any other violation of any patent, mark, copyright, or other proprietary right owned or controlled of third parties due to your unauthorized use of all or any portion of the Proprietary Marks and/or System; (b) the violation, breach, or asserted violation or breach of any federal, state, or local law, regulation, ruling, or industry standard; (c) libel, slander, or any other form of defamation; (d) the violation or breach of any warranty, representation, agreement, or obligation of this Agreement or in any other agreement between you and us or our affiliates; or (e) acts, errors, omissions in connection with the establishment and operation of each Center, including Privacy Claims (as defined below) unless such Privacy Claim is determined to be caused solely by the Franchisor Indemnified Parties' negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. As used herein, "**Privacy Claims**" are those Claims arising from the use, disclosure, transfer, or improper disposal of personally identifiable information, payment card information, or health care information. For purposes of this indemnification, "losses and expenses" include all obligations, damages, and costs incurred in connection with any Claim against any of the Franchisor Indemnified Parties, including, without limitation, reasonable accountant, arbitrator, attorney, and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration, or alternative dispute resolution, and travel and living expenses. We have the right to defend any Claims against us at your expense with counsel we select. This indemnity shall survive the transfer, termination, expiration, or nonrenewal of this Agreement. Nothing herein shall preclude us from choosing our own legal counsel to represent us in any Claim.

21.4 Our Indemnification. We agree that we shall indemnify and defend you, your successor, assigns, and affiliates, and your and their respective officers, directors, shareholders, members, partners, agents, representatives, independent contractors, servants, and employees of each of them (the "**Franchisee Indemnified Parties**") from any Privacy Claim to the extent that such claim is determined to be caused solely by any of the Franchisor Indemnified Parties' negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. As a condition of such defense and indemnification, you must provide us with prompt notice of the Privacy Claim and afford us the opportunity to defend said claim with your full cooperation. Prior to a determination of negligence or willful misconduct, we may, in our sole discretion:

21.4.1 assume, control, and pay for the defense and settlement of such Privacy Claim; or

21.4.2 control the selection of counsel to defend you against such Privacy Claims and pay the cost of such defense, including any settlement of such claims (if approved by Miracle-Ear) or the cost of any final judgment.

22. APPROVALS AND WAIVERS

22.1 Approval and Consent. Whenever this Agreement requires our prior approval or consent, you shall make a timely written request (which can be by email unless otherwise noted)

to us therefor, and such approval or consent must be obtained in writing from an officer or director of Miracle-Ear, or such other subject-matter expert set forth in the Operations Manual for such requests.

22.2 No Warranties or Guarantees. Except as expressly provided in this Agreement, we make no warranties or guarantees, and assume no liability or obligation to you, by providing any waiver, approval, consent, or suggestion to you in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

22.3 No Waiver. No failure by a party hereto to exercise any power reserved to a party by this Agreement, or to insist upon strict compliance with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of a right to demand exact compliance with any of the terms hereof. A waiver of any particular default by a party shall not affect or impair a party's rights with respect to any subsequent default of the same, similar, or different nature; nor shall any delay, force, or omission by a party to exercise any power or right arising out of any breach of default by a party of any of the terms, provisions, or covenants hereof, affect or impair our right to exercise the same, nor shall such constitute a waiver by a party of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance of any payments due to a party hereunder shall not be deemed to be a waiver by that party of any preceding breach by the other of any terms, covenants, or conditions of this Agreement.

22.4 Implied Waiver by Franchisee. If you fail to give written notice to us of an alleged breach or violation of this Agreement within two (2) years after the date on which you became aware of any act or omission by us which you then or thereafter claim to be a breach by us of this Agreement, the alleged breach shall be deemed to be approved and waived by you and shall in no event be deemed to be a breach of this Agreement by us or form the basis for any other legal claim by you against us, with all such other claims also being waived by you unless the foregoing written notice requirement is complied with.

22.5 Obligation to Act in Good Faith. Except as expressly provided by this agreement, the parties intend and agree that their respective rights, duties, powers, liabilities, and obligations shall be performed, carried out, discharged, and exercised in good faith.

23. GRANT OF SECURITY INTEREST

As security for the payment of (a) all amounts from time to time owing by you to us under this Agreement, (b) all amounts from time to time owing by you to us under all other agreements between the parties related to the operation of the Centers, and (c) performance of all obligations to be performed by you, you hereby grant to us a security interest in all of your assets related to each Center, including, without limitation, all equipment, products, inventory, furniture, fixtures, and building and road signs as well as all proceeds of the foregoing (the "**Collateral**"). You warrant and represent that the security interest granted hereby is prior to all other security interests held by financial institutions, if any. You agree not to remove the Collateral, or any portion thereof, from the Premises without our prior written consent. Upon the occurrence of any event entitling us to terminate this Agreement, or any other agreement between the parties, we shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the Center is located, including, without limitation, the right to take possession of the Collateral. You agree to execute and deliver to us financing statements or such other documents as we reasonably deem necessary to perfect our interest in the Collateral within ten

(10) days of receipt by you of such documents from us. Any notices delivered or mailed in accordance with Section 24 hereof at least fifteen (15) days prior to disposition of the Collateral, or any portion thereof, and, in reference to a private sale, need state only that you intend to negotiate such a sale. We have no obligation to subordinate our security interest to facilitate third-party financing for the Centers. However, you have the right to request subordination, and we will consider such requests in our sole discretion.

24. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or sent by other means which affords the sender evidence of delivery or rejected delivery (including, without limitation, private delivery or courier service but which shall not include electronic communication, such as e-mail with read receipt) to the respective parties at the addresses designated on the Data Sheet, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given and received at the date and time of receipt or rejected delivery.

25. ENTIRE AGREEMENT

This Agreement, the attachments hereto, and the documents referred to herein constitute the entire Agreement between the parties concerning the subject matter hereof, and supersede any prior agreements. Except for those permitted to be made unilaterally by us hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement or in any related agreement between you and us is intended to disclaim the representations in our Franchise Disclosure Document or any exhibits or attachments thereto.

26. SEVERABILITY AND CONSTRUCTION

26.1 Severability. The parties agree that each of the provisions of this Agreement shall be construed as independent of any other provision of this Agreement. If all or any portion of any provision of this Agreement is held invalid, unreasonable, or unenforceable by a court or tribunal having jurisdiction in an unappealed final decision to which Miracle-Ear is a party, such unreasonable or unenforceable provisions shall be deemed not to be a part of this Agreement, and you expressly agree to be bound by any lesser obligation subsumed within the terms of such provision that imposes the maximum obligation permitted by law, as if the resulting provision were separately stated in and made a part of this Agreement. The remainder of this Agreement shall remain in full force and effect according to the terms of the remaining provisions or part of provisions hereof.

26.2 Bluelining. Notwithstanding anything to the contrary herein, to the extent that any restrictive covenant or non-compete obligation, is held invalid, unreasonable, or unenforceable by a court or tribunal having jurisdiction, the parties expressly authorize such court or tribunal to modify, amend or otherwise revise such covenant or provision to make it enforceable ("**Bluelined Provision**"), and to enforce such Bluelined Provision.

26.3 Survival. Any provision or covenant in this Agreement which expressly or by its nature imposes obligations beyond the expiration, termination, or assignment of this Agreement (regardless of cause for termination), shall survive such expiration, termination, or assignment including, but not limited to, Sections 10, 11, and 18.

26.4 No Rights or Remedies Conferred. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors, shareholders, agents, and employees, and such of our successors and assigns as may be contemplated by Section 15.1 hereof, any rights or remedies under or by reason of this Agreement.

26.5 Captions and Headings. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

26.6 Construction. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable, and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all the parties hereto on your behalf.

26.7 Definition of Franchisee. As between the parties hereto, unless otherwise specified, the term "Franchisee" and "you" as used in this Agreement shall include, collectively or individually, (a) all officers, directors, and holders of a beneficial interest of five percent (5%) or more of the securities of Franchisee, and of any affiliate of Franchisee, if Franchisee is a corporation, with "affiliate" being defined as any corporation or other business entity that controls, is controlled by, or is under common control with Franchisee; and (b) all partners, if Franchisee is a partnership. For the avoidance of doubt, there are no third-party beneficiaries to this provision.

26.8 Counterparts. This Agreement may be executed in counterparts each of which will be deemed an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by facsimile, pdf, e-mail, electronic signature, or other electronic means will be deemed to be delivery of an original of this Agreement and as effective as delivery of a manually executed counterpart.

27. APPLICABLE LAW AND DISPUTE RESOLUTION

27.1 Applicable Law. This Agreement and all controversies arising hereunder or out of the relationship between the parties shall be construed under, governed by, and interpreted in accordance with the laws of the State of Minnesota (except as otherwise dictated by franchise statutes applicable in the Territory); provided, however, you waive, to the fullest extent permitted by law, the rights and protections that may be provided through the franchise or business opportunity laws of any state other than the state in which the Territory or Center(s) is located. This Agreement shall be deemed to be amended from time to time as may be necessary to bring any of its provisions into conformity with valid applicable franchise laws.

27.2 Arbitration. Except as otherwise provided herein, any dispute, claim, or controversy arising out of or relating to this Agreement, the breach hereof, the rights and obligations of the parties hereto, or the entering into, making, interpretation, or performance of either party under this Agreement, other than claims by us or you related solely to nonpayment by the other of amounts due the other, or their affiliates, or for injunctive relief pursuant to Section 27.4, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Such arbitration shall take place before a sole arbitrator in Minneapolis, Minnesota, and you agree not to file an objection to such locale. Further, if the designated arbitrator is a practitioner of the federal bar and has a solid working knowledge of the Federal Rules of Evidence and Federal Rules of Civil Procedure, then upon the prior written consent of each of the parties to the arbitration and the appointed arbitration, and

such written notice has been tendered to the AAA not less than (10) days prior to any schedule arbitration, such arbitration shall, as directed in the written notice, incorporate, the Federal Rules of Evidence and the Federal Rules of Civil Procedure. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. To the extent permitted by applicable law, no issue of fact or law shall be given preclusive or collateral estoppel effect in any arbitration hereunder, except to the extent such issue may have been determined in another proceeding between you and us. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

27.3 Waiver of Joint and Class Actions. No arbitration, action, or proceeding under this Agreement shall add as a party (by consolidation, joinder, or in any other manner) any person or party other than us and you and any person in privity with, or claiming through, in the right of, or on behalf of, us and you, unless both parties consent in writing. We have the absolute right to refuse such consent. To the fullest extent permitted by law, all such proceedings for which consent is not granted shall be conducted on an individual, not a class-wide, basis.

27.4 Equitable Relief. You acknowledge that any failure to comply with the requirements of Sections 7.3, 10, 11, 12.6, 12.7, 17, and 18 may cause us irreparable injury, and you hereby accordingly consent to us to seek an entry without bond or security of an order by any court of competent jurisdiction for specific performance of, or for an injunction against violation of, the requirements of such provisions. Furthermore, you acknowledge and agree that our irreparable injury caused by your failure to comply with Sections 17.2.3, and 17.2.7 will be difficult to determine; however, as an estimate of the injury, you agree to pay to us $1,000 per day for each day that you fail to comply with either of these Sections 17.2.3, and 17.2.7 ($2,000 per day for failure to comply with both Sections), such payment to be as liquidated damages and not as a penalty; provided, however, that any such payments received by us shall be offset against any monetary judgment which may be finally awarded to us and directly attributable to such non-compliance by you. Notwithstanding Section 27.2 of this Agreement, either party shall have the right to request injunctive relief (without any requirement to post a bond) from any court of competent jurisdiction, including, without limitation, application for judicial relief to protect against trademark infringement, unauthorized use of trademark, loss of possession of real or personal property, violations of non-competition or confidentiality obligations, termination of this Agreement, or to maintain the efficacy of an ongoing arbitration, and that such request shall not constitute a waiver of the moving party's right to demand arbitration of any dispute pursuant to Section 27.2.

27.5 Jurisdiction and Venue. Any action that is not otherwise subject to arbitration under Section 27.2 (including all appeals from or relating to arbitration hereunder), whether or not arising out of, or relating to, this Agreement, brought by you (or any of your owners) against us or us against you (or any of your owners) shall be brought in the Federal District Court for the District of Minnesota or, if such court does not have competent jurisdiction, in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota. Both parties and each person executing the Personal Guaranty and Assumption of Franchisee's Obligations attached hereto as Exhibit F irrevocably admit to, and consent to, the jurisdiction of said courts, and hereto waive all objections to personal jurisdiction or venue for purposes of this Section 27.5 and agree that nothing in this Section 27.5 shall be deemed to prevent us from removing an action from state court to federal court.

27.6 Waiver of Exemplary Damages. We and you (and our respective owners and guarantors, if applicable) agree to waive, to the fullest extent permitted by law, the right to or claim for any special, consequential, or exemplary damages against the other and agree that in the

event of a dispute between us, each party shall be limited to the recovery of actual damages sustained by it. Except that we shall be free at any time hereunder, if applicable, to bring an action for willful trademark infringement and, if successful, to receive an award of multiple damages as provided by law.

27.7 Waiver of Trial by Jury. We and you (and our respective owners and guarantors, if applicable) agree to waive, to the fullest extent permitted by law, any and all rights to a trial by jury in connection with the enforcement or interpretation of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation, or similar causes of action, or any legal action initiated for the recovery of damages for breach of this Agreement.

27.8 Non-Exclusive Rights. No right or remedy conferred upon or reserved to us or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

27.9 Costs and Expenses. In any legal proceeding before a court related to or arising under this Agreement, an arbitrator or other tribunal, the prevailing party shall be entitled to recover, in addition to any judgment, its reasonable legal fees, witness fees, accounting fees, and other expenses reasonably incurred in the prosecution and/or defense of such proceeding and in the collection or enforcement of such judgment. This Section shall survive termination or non-renewal of this Agreement under any circumstances.

28. FORCE MAJEURE

28.1 Non-Performance or Delay. Neither party shall be responsible to the other for non-performance or delay in performance occasioned by causes beyond its control (a "**Force Majeure**"), including without limiting the generality of the foregoing: (a) acts of God; (b) acts of war, terrorism, or insurrection; (c) strikes, lockouts, labor actions, governmental recommended or mandated closures, boycotts, floods, fires, hurricanes, tornadoes, pandemics, and/or other casualties; and/or (d) our failure or inability and/or the failure or inability of our affiliates or suppliers to manufacture, purchase, and/or cause timely delivery of any products used in the operation of the Franchise, so long as the party provides advance notice of its reliance on this provision upon learning of any Force Majeure condition. The inability of either party to obtain and/or remit funds shall be considered within control of such party for the purpose of this Section.

28.2 Delay in Making Payments. If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost; provided, however, that the party affected makes reasonable efforts to correct the reason for such delay and gives to the other party prompt notice of any such delay; and further provided, however, that we and you shall remain obligated to promptly pay all fees due and owing to us hereunder, without any such delay or extension.

28.3 Obligations Upon Force Majeure. Notwithstanding the above, in the event of any Force Majeure contingency affecting the delivery of Products, we shall give seasonable notice thereof to you as defined by UCC-1-205. We shall render the delayed performance in the manner provided in the applicable section of this Agreement as soon as practicable after such event of Force Majeure has ceased or otherwise abated sufficiently in order to permit it to do so without incurring any material additional expense which we would not have had in the absence of such event of Force Majeure. Any other provision of this Agreement or of applicable law to the contrary

notwithstanding, in the event of a shortage of Products which makes it impossible or impracticable for us to fill all orders from all of our customers in the quantities and within the time periods originally agreed upon, we may allocate its available Products in any manner we deem reasonable. So long as such allocation results in allotting any portion of the available Products to you, we and you agree that such allocation shall be conclusively deemed to be fair and reasonable.

29. ACKNOWLEDGMENTS

29.1 Independent Investigation. You acknowledge that you have conducted an independent investigation of the business franchised hereunder, and recognize that the business venture contemplated by this Agreement is speculative and involves business risks, and that its success depends to a material extent upon your ability (or, if you are a corporation, partnership or limited liability company, the ability of your principals) as an independent businessperson, as well as other factors.

29.2 Acknowledgment of Receipt. You represent and agree that you received our Franchise Disclosure Document (with all its exhibits and this Agreement with all its exhibits) at least fourteen (14) calendar days before your signing of this Agreement or the payment of any monies to us under this Agreement or earlier upon your reasonable request. You represent and agree that you received a completed copy of this Agreement and all related agreements attached to the Franchise Disclosure Document with any changes to such agreements unilaterally and materially made by us at least seven (7) calendar days before executing this Agreement.

29.3 Acknowledgment of Understanding; Opportunity to Consult. You acknowledge that you have read and understood this Agreement, the attachments hereto, and agreements relating thereto, if any, and that we have accorded you ample time and opportunity to consult with an attorney or other advisor of your own choosing about the potential benefits and risks of entering into this Agreement. You acknowledge that you accept the terms, conditions, and covenants contained in this Agreement as being reasonably necessary to maintain Miracle-Ear's high standards for Products and Services and the uniformity of those standards at all Miracle-Ear Centers, as thereby necessary to protect and preserve the goodwill of the Proprietary Marks.

29.4 Release. By executing this Agreement, you, individually and on behalf of you, your heirs, legal representatives, successors and assigns, and each assignee of this Agreement by accepting assignment of the same, hereby forever release and discharge us and our officers, directors, employees, agents, and servants, including our affiliated corporations, their respective officers, directors, employees, agents and servants, from any and all claims relating to or arising under any franchise agreement related to the Territory or any other agreement related to the Territory between the parties executed prior to the date of this Agreement including any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof. (This provision may be unenforceable in certain states, including North Dakota. This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law or liability under Indiana Code 23-2-2.7. This release also does not apply to liability under California Franchise Investment Law or Franchise Relations Act.) This release shall not apply if this Agreement is the first franchise agreement that you and any of your owners or affiliates are signing with us.

30. FRANCHISE ADVISORY COUNCIL

Any and all references to the "FAC" shall mean the Miracle-Ear Franchise Advisory Council and operating in accordance with the then-current Miracle-Ear Franchise Advisory Council bylaws. So long as: (a) the FAC remains active and in place and consists of at least five (5) franchisee members elected to serve on the FAC by the Miracle-Ear franchisees (providing that any vacant slots are promptly filled); (b) all voting rights consist entirely of FAC members who are franchisees of the Miracle-Ear System elected to serve on the FAC by the Miracle-Ear franchisees, or as appointed by the elected members of the FAC in accordance with the then-current bylaws; and (c) there is no change to the "Purpose" and the "Underlying Principles" of the bylaws except as has been approved in writing by an officer of Miracle-Ear; the FAC shall have the rights provided for herein. If, the FAC no longer exists, is no longer is active, no longer consists of a 100% franchisee voting membership, or modifies the Purpose" and the "Underlying Principles" without Miracle-Ear consent, then Miracle-Ear shall have no obligation to consult with or obtain FAC approval as provided herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

Legal Entity Name	**Miracle-Ear, Inc.**
By:_____	By:_____
<Signor Name>	Emiliano Di Vincenzo
Its: <Signor Title>	Executive Vice President Americas of Amplifon (USA), Inc.

Guarantor Acknowledgment

The undersigned are all of the partners/shareholders/members of Franchisee, if Franchisee is a partnership, corporation or limited liability company.

Each agrees to be bound by all provisions of the Franchise Agreement applicable to Franchisee's partners/shareholders. In addition, each of the undersigned who holds a 5% or greater beneficial interest in Franchisee agrees to execute contemporaneously herewith the Personal Guaranty and Assumption of Franchisee's Obligations attached hereto as Exhibit E.

Name and Signature:	Percentage of Equity in Franchise:
_____	_____
<Guarantor 1>	
_____	_____
<Guarantor 2>	
_____	_____
<Guarantor 3>	

MIRACLE-EAR, INC. ADDENDUM TO CALIFORNIA FRANCHISE AGREEMENT

WHEREAS, Miracle-Ear and Franchisee are parties to the attached Franchise Agreement; and

WHEREAS, Franchisee may also sign up for a variety of marketing campaigns and programs fulfilled by Miracle-Ear (the "Marketing Programs"); and

WHEREAS, in connection with the business relationship between Miracle-Ear and Franchisee, the parties routinely disclose Consumer Personal Information (as defined below), some of which is exempt from the requirements of the California Consumer Privacy Act (the "CCPA") ("Exempt Consumer Personal Information") and some of which is not exempt from the requirements of the CCPA ("Non-Exempt Consumer Personal Information") to each other for business, administrative, and marketing purposes; and

WHEREAS, Miracle-Ear and Franchisee desire to ensure that their respective collection, use, disclosure and retention of Non-Exempt Consumer Personal Information with and between one-another complies with the provisions of the CCPA.

NOW, THEREFORE, in recognition of the requirements of the CCPA, and in consideration of the execution of the Franchise Agreement, Miracle-Ear and Franchisee agree as follows:

1. Definitions. Unless otherwise defined herein, defined terms used in this California Addendum shall have the meaning set forth in the CCPA, and their cognate terms shall be construed accordingly.

2. Miracle-Ear's Obligations.

a. Miracle-Ear will only collect, use, retain, Process or disclose Non-Exempt Consumer Personal Information received from Franchisee ("Franchisee Consumer Information") for the purpose of providing the marketing and other services and tools described in or provided pursuant to the Franchise Agreement and subsequent agreements or addendums to the Franchise Agreement and Marketing Programs, as well as for purposes of and monitoring and improving the quality of such services and tools (the "Services").

b. Miracle-Ear shall not retain, use or disclose Franchisee Consumer Information for any purpose other than for the specific purpose of performing the Services, or as otherwise permitted by the CCPA, including retaining, using or disclosing Franchisee Consumer Information for Miracle-Ear's own Commercial Purpose other than providing the Services.

c. As may be required by the CCPA, Miracle-Ear shall offer reasonable assistance to Franchisee regarding any request to provide, amend, transfer, or delete Franchisee Consumer Information, or to stop, mitigate, or remedy any unauthorized Processing of Franchisee Consumer Information.

d. In the event Miracle-Ear is required by law to disclose Franchisee Consumer Information for a Commercial Purpose unrelated to the Services, Miracle-Ear will

first inform Franchisee of the legal requirement and give Franchisee an opportunity to object or challenge the requirement, unless the law prohibits such notice.

e. To the extent permitted by the CCPA, Miracle-Ear may aggregate, deidentify, or anonymize the Franchisee Consumer Information so it no longer meets the definition of Personal Information, and may use such aggregated, deidentified, or anonymized data for its own Business Purpose or Commercial Purpose. Miracle-Ear will not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized Franchisee Consumer Information and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such Franchisee Consumer Information.

f. Miracle-Ear shall notify Franchisee immediately if it receives any complaint, notice, or communication that directly or indirectly relates to Franchisee's compliance with the CCPA.

g. Miracle-Ear shall notify Franchisee within 15 days if it receives a verifiable Consumer request under the CCPA regarding Franchisee Consumer Information. Franchisee is solely responsible for verifying the Consumer's identify and responding to such requests, though Miracle-Ear will offer reasonable assistance as described in this California Addendum.

3. Franchisee's Obligations.

a. Franchisee will only use, retain, Process or disclose Non-Exempt Consumer Personal Information received from Miracle-Ear ("Miracle-Ear Consumer Information") for the purpose of marketing and selling Miracle-Ear™ branded hearing aid devices, accessories and services to consumers within Franchisee's territory and in accordance with the terms and conditions of the Franchise Agreement and subsequent agreements or addendums to the Franchise Agreement (such activities, "Franchisee Marketing Activities").

b. Franchisee shall not (a) engage in Selling of any Miracle-Ear Consumer Information to any Person, (b) retain, use or disclose Miracle-Ear Consumer Information for any purpose other than for the specific purpose of performing Franchisee Marketing Activities, and (c) retain, use or disclose the Miracle-Ear Consumer Information, outside of the direct business relationship between Franchisee and Miracle-Ear.

c. In the event Franchisee is required by law to disclose Miracle-Ear Consumer Information for a Commercial Purpose unrelated to the Franchisee Marketing Activities, Franchisee will first inform Miracle-Ear of the legal requirement and give Miracle-Ear an opportunity to object or challenge the requirement, unless the law prohibits such notice.

d. As may be required by the CCPA, Franchisee shall offer reasonable assistance to Miracle-Ear regarding any request to provide, amend, transfer or delete Miracle-Ear

Consumer Information, or to stop, mitigate, or remedy any unauthorized Processing of Miracle-Ear Consumer Information.

e. Franchisee shall not aggregate, deidentify, or anonymize the Miracle-Ear Consumer Information so it no longer meets the definition of Personal Information and shall not attempt to or actually re-identify any previously aggregated, deidentified, or anonymized data included in the Miracle-Ear Consumer Information.

f. Franchisee shall notify Miracle-Ear immediately if it receives any complaint, notice, or communication that directly or indirectly relates to either party's compliance with the CCPA.

g. Franchisee shall notify Miracle-Ear within 15 days if it receives a verifiable Consumer request under the CCPA regarding Miracle-Ear Consumer Information. Unless otherwise required by law, Franchisee shall not respond to such request until first notifying Miracle-Ear, and Franchisee shall only act on direction of Miracle-Ear in any response.

4. Certifications.

a. For the avoidance of doubt, nothing in this California Addendum constitutes legal advice to the Franchisee regarding compliance with the CCPA, and Miracle-Ear and Franchisee will each separately comply with all applicable requirements of the CCPA when collecting, using, retaining, or disclosing Non-Exempt Consumer Personal Information.

b. Franchisee certifies that it understands this California Addendum's and the CCPA's restrictions and prohibitions on Selling, collecting, retaining, using or disclosing Personal Information, including Franchisee Consumer Information and Miracle-Ear Consumer Information, outside of Franchisee's direct business relationship pursuant to the Franchise Agreement and the Marketing Programs.

5. Disclosure Questionnaire. 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 in connection with the franchise.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereby execute this California Addendum, to be effective as of the Effective Date of the Franchise Agreement.

Franchisee	Emiliano Di Vincenzo Executive Vice President Americas of Amplifon (USA), Inc.

MIRACLE-EAR, INC. ADDENDUM TO ILLINOIS FRANCHISE AGREEMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, and in consideration of the execution of the Franchise Agreement, Miracle-Ear and Franchisee agree to amend the Franchise Agreement as follows:

Illinois law governs the agreements between the parties to this franchise.

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

Your rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

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 in connection with the franchise.

Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Amendment.

In all other respects, the Franchise Agreement will be construed and enforced with its terms.

Franchisee (Initials)	Miracle-Ear, Inc. (Initials)

MIRACLE-EAR, INC. ADDENDUM TO INDIANA FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement, Miracle-Ear and Franchisee agree to amend the Franchise Agreement as follows:

1. Nothing in Section 1.5.1 of the Franchise Agreement shall be construed to allow Miracle-Ear to operate a company-owned outlet engaged in a substantially identical business to that of the Franchisee within Franchisee's Territories, regardless of the trade name or trademark used. However, Miracle-Ear shall not be considered to be competing when operating a business either temporarily for a reasonable period of time, or in a bona fide retail operation which is for sale to any qualified independent person at a fair and reasonable price, or in a bona fide relationship in which an independent person has made a significant investment subject to loss in the business operation and can reasonably expect to acquire full Ownership of such business on reasonable terms and conditions.

2. Sections 15.2, 15.3 and 17.2.7 of the Franchise Agreement are amended to provide that the reservation of the right to any specified remedy or limitation of remedies available under the Franchise Agreement shall not be construed as limiting litigation brought for a breach of the Franchise Agreement pursuant to IC 23-2-2.7-1(10).

3. Section 15.3.4 of the Franchise Agreement is amended to provide that the release contained therein may not relieve Miracle-Ear from liability imposed by the Indiana Deceptive Franchise Practices Act or the Indiana Franchises Law.

4. Section 21.3 of the Franchise Agreement is amended to include the following sentence:

Franchisee's indemnification obligations do not apply to claims arising as a result of Franchisee's proper reliance on or use of required (rather than suggested) procedures in the Manuals or otherwise in written materials provided by Miracle-Ear or claims caused solely by Miracle-Ear's negligence.

5. Section 22.4 of the Franchise Agreement is amended to provide that the limitations contained in such Section are void to the extent they relieve Miracle-Ear from liability imposed by the Indiana Deceptive Franchise Practices Act or the Indiana Franchises Law.

6. Notwithstanding anything to the contrary in Sections 25 and 29 of the Franchise Agreement, Franchisee does not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Franchise Disclosure Document.

7. Section 27.4 of the Franchise Agreement is deleted and replaced with the following: Franchisee acknowledges that any failure to comply with the requirements of Sections 7.3, 7.11, 7.18-7.20, 10, 11, 12.6, 12.7, 17, and/or 18 will cause Miracle-Ear irreparable injury. The parties hereto agree that, in case of any alleged breach or violation of these Sections, the non-breaching party may seek injunctive relief, in addition to all other remedies that may be available to it at equity or law.

8. Sections 27.1 and 27.5-27.7 of the Franchise are deleted in their entirety.

In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

_____	_____
Franchisee (Initials)	Miracle-Ear, Inc. (Initials)

MIRACLE-EAR, INC. ADDENDUM TO MARYLAND FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement, Miracle-Ear and Franchisee agree to amend the Franchise Agreement as follows:

1. Sections 15.3.4 and 2.2.9 of the Franchise Agreement are amended to provide that such provisions will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Sections 22 and 29 of the Franchise Agreement are amended to provide that any release, estoppel or waiver of liability under such sections are not intended, and will not act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. Section 22 is further amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

3. Section 27.5 of the Franchise Agreement is amended to provide that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

5. Sections 29.1 to 29.3 of the Franchise Agreement are deleted.

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 in connection with the franchise.

7. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

_____	_____
Franchisee (Initials)	Miracle-Ear, Inc. (Initials)

MIRACLE-EAR, INC. ADDENDUM TO MINNESOTA FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement, Miracle-Ear and Franchisee agree to amend the Franchise Agreement as follows:

1. Marks. Section 8 of the Franchise Agreement is amended to include the following language:

Miracle-Ear will indemnify a Minnesota Franchisee for damages for which such Franchisee is held liable in any proceeding arising out of the use of the "Miracle-Ear" mark, provided that the Franchisee has used the mark properly and has notified Miracle-Ear of any claim against the Franchisee within ten (10) days of Franchisee's knowledge of such claim. Miracle-Ear shall have sole control of any litigation involving the Marks. Miracle-Ear's indemnification obligation shall not apply to any franchisee residing outside the state of Minnesota who purchases a franchise to be located outside of Minnesota.

2. Remedies. Section 27 of the Franchise Agreement is amended to include the following language: Pursuant to Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, this section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C.

3. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Miracle-Ear from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. 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 in connection with the franchise.

5. In all other respects, the Franchise Agreement will be construed and enforced with its terms.

_____	_____
Franchisee (Initials)	Miracle-Ear, Inc. (Initials)

MIRACLE-EAR, INC. ADDENDUM TO NEW YORK FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement, Miracle-Ear and Franchisee agree to amend the Franchise Agreement as follows:

1. Section 15.1 of the Franchise Agreement is amended by the addition of the following phrase at the end of the first sentence thereof:

"; provided, however, that no assignment shall be made except to an assignee who, in the good faith judgment of Miracle-Ear, is willing and able to assume Miracle-Ear's obligations under this Agreement."

2. Section 27.4 of the Franchise Agreement is amended by the addition of the phrase "application for an" before the word "injunction" in such section.

3. 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 in connection with the franchise.

4. In all other respects, the Franchise Agreement will be construed and enforced with its terms.

Franchisee (Initials)	Miracle-Ear, Inc. (Initials)

MIRACLE-EAR, INC. ADDENDUM TO NORTH DAKOTA FRANCHISE AGREEMENT

In consideration of the execution of the Franchise Agreement, Miracle-Ear and Franchisee agree to amend the

Franchise Agreement as follows:

1. General Release as a Condition of Renewal. Section 15.3.4 of the Franchise Agreement is amended by deleting that section in its entirety.

2. Remedies; Liquidated Damages. Section 27.4 of the Franchise Agreement is amended by deleting the second sentence of the paragraph in its entirety.

3. Waiver of Exemplary & Punitive Damages: Section 27.6 of the Franchise Agreement is amended by deleting that section in its entirety.

4. Waiver of Trial by Jury. Section 27.7 of the Franchise Agreement is amended by deleting that section in its entirety.

5. Applicable Law. The first sentence of Section 27.1 is deleted in its entirety and replaced with the following sentence:

This Agreement and the relationship between the parties shall be governed by and interpreted in accordance with the law of the state of North Dakota.

6. Jurisdiction. The first sentence of Section 27.5 is deleted in its entirety and replaced with the following sentence:

Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties shall be brought in the Federal District Court for the District of North Dakota.

7. In all other respects, the Franchise Agreement will be construed and enforced with its terms.

_____ _____

Franchisee (Initials) Miracle-Ear, Inc. (Initials)

MIRACLE-EAR, INC. ADDENDUM TO SOUTH DAKOTA FRANCHISE AGREEMENT

In consideration of the execution of the Miracle-Ear, Inc. Franchise Agreement, Miracle-Ear and Franchisee agree to amend the Franchise Agreement as follows:

1. The third sentence of Section 17.2.7 of the Franchise Agreement is deleted in its entirety.

2. SDCL 53-9-5 voids liquidated damages provisions from contracts unless it would be impractical or extremely difficult to fix actual damages. Accordingly, to the extent a court of competent jurisdiction deems necessary, Section 27.4 is hereby amended to comply with South Dakota law.

3. Sections 27.6 and 27.7 of the Franchise Agreement are deleted in their entirety.

4. Section 27.5 of the Franchise Agreement is amended to provide as follows:

Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

5. Section 29 of the Franchise Agreement is revised to include the following Section 29.5:

“Pursuant to SDCL 37-5B, any acknowledgment provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter.”

6. Contracts in restraint of trade that take effect upon termination or expiration of the franchise agreement are generally unenforceable in the State of South Dakota as set forth in SDCL 53-9-8, 53-9-9, 539-10 and 53-9-11.

7. In all other respects, the Franchise Agreement shall be construed and enforced in accordance with its terms.

_____	_____
Franchisee (Initials)	Miracle-Ear, Inc. (Initials)

MIRACLE-EAR, INC. ADDENDUM TO VIRGINIA FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> "According 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 ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. 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 in connection with the franchise.

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

_____	_____
Franchisee (Initials)	Miracle-Ear, Inc. (Initials)

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

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

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

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

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

15. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor.

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

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

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

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

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this_____ day of_____ 20_____.

_____	_____
Franchisee	Emiliano Di Vincenzo Executive Vice President Americas of Amplifon (USA), Inc.

Exhibit A
TO
FRANCHISE AGREEMENT
TERRITORY

Territory description:
In the state of _____, the zip codes _____.

Exhibit B
TO
FRANCHISE AGREEMENT
LOCATION AND DEVELOPMENT SCHEDULE

Approved Locations

Franchisee agrees to maintain the Centers listed below:

Account Number	**Address**	**Center Footprint** (is the following zip code(s))	**Center Designation** (Full-Time/ Part-Time)

Relocation Schedule
Franchisee agrees to maintain the existing Centers listed below, and to relocate and thereafter maintain such Centers on the schedule and in the required (new) locations described below ("**Relocation Schedule**"), in accordance with the Franchise Agreement, as follows:

Account Number	**Current Address**	**Required Location** (address/site in the following zip code(s) or cities)	**Required Opening Date**	**Center Designation** (Full-Time/ Part-Time)

Development Schedule
In addition to maintaining any existing Centers listed above, Franchisee agrees to develop and thereafter maintain the additional Centers on the schedule and in the required locations described below ("**Development Schedule**"), in accordance with the Franchise Agreement, as follows:

Center Description	**Required Location** (address/site in the following zip code(s) or cities)	**Required Opening Date**	**Center Designation** (Full-Time/ Part-Time)

ACKNOWLEDGED AND ACCEPTED:

Legal Entity Name	Miracle-Ear, Inc.
By:_____	By:_____
<Signor Name>	Emiliano Di Vincenzo
Its: <Signor Title>	Its: Executive Vice President Americas of Amplifon (USA), Inc.
Date:_____	Date:_____

Exhibit C

COMPUTER SOFTWARE LICENSE AGREEMENT

Computer Software License Agreement

DATE: _____

PARTIES: Miracle-Ear, Inc. ("**Miracle-Ear**")

150 South 5th Street, Suite 2300

Minneapolis, MN 55402

_____ ("**Franchisee**")

_____

_____

RECITALS:

A. Miracle-Ear and Franchisee are parties to that certain Franchise Agreement dated _____ (the "**Franchise Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings as defined in the Franchise Agreement.

B. Miracle-Ear has developed certain proprietary computer software for use in Franchised Businesses.

C. Miracle-Ear is willing to grant Franchisee a limited license to use the Software (as defined below) solely in the operation of Franchisee's business as authorized under the Franchise Agreement and hereunder.

D. Franchisee desires to license the Software from Miracle-Ear subject to all of the terms, covenants and restrictions set forth in this License Agreement and the Franchise Agreement.

AGREEMENTS:

1. Limited License.

A. In consideration of One Dollar ($1.00) and other good and valuable consideration, Miracle-Ear hereby grants Franchisee a nonexclusive limited license to use the software described on Schedule A, together with any other software made available to Franchisee by Miracle-Ear from time to time (collectively, "**Software**"), as the same may be modified, updated, and supplemented from time to time for the purposes specified herein, subject to all of the terms, conditions, covenants, obligations, and restrictions set forth herein and in any other license that may be applicable to the Software and the Franchise Agreement.

B. This License also shall cover all substitutions and replacements for any portion of the Software and any other item hereafter delivered by Miracle-Ear to Franchisee for use in connection with the Software (all such substitutions, replacements, or additions relating thereto which Miracle-Ear hereafter makes available to Franchisee shall be included within the meaning of Software).

C. Franchisee acknowledges that this license permits use of the Software only in the form in which they are delivered to Franchisee and does not entitle Franchisee to use or receive copies of any programs in other than machine readable form, or copies of any design specifications, logic diagrams, flow charts, source code listings, object code listings, or any other similar programming documentation.

2. License Restrictions. This Agreement authorizes Franchisee to use the Software subject to the following restrictions:

A. Franchisee shall use the Software licensed hereunder only on the hardware approved by Miracle-Ear as being compatible with its use.

B. Franchisee shall use the Software only in the conduct of its Franchised Business as authorized under the Franchise Agreement.

C. Franchisee shall not duplicate or copy the Software in any manner (electronically or otherwise) or translate or transfer the same electronically into any other machine readable or printed form; provided that Franchisee may make and retain one copy thereof in machine readable form to support its use of the Software in the event of loss or destruction of, or damage to, copies of such programs delivered by Miracle-Ear. All such back-up copies made by Franchisee shall be the property of Miracle-Ear and shall be subject to the terms of this License.

D. Franchisee shall not, without Miracle-Ear's advance express written consent, make or attempt to make any modification, correction or other change to the Software or any part thereof.

3. Software Maintenance and Update.

A. During the first twelve (12) months of this Agreement, Miracle-Ear shall provide general software maintenance for the Software set forth in Schedule A at no charge to Franchisee.

B. During the term of this Agreement, Franchisee will be entitled to receive all updated versions of or options to the Software that Miracle-Ear generally makes available to its Franchisees. The costs of all updates or options may be charged to Franchisee.

4. Proprietary Rights and Security of the Computer System.

A. The Software and all documentation, materials, and information delivered to or learned by Franchisee from Miracle-Ear in connection therewith are the sole and exclusive property of Miracle-Ear. All copies of or modifications, improvements, corrections, or changes made to the Software licensed hereunder (whether or not any of the foregoing are authorized) also shall be the sole and exclusive property of Miracle-Ear.

B. Franchisee shall not sell, transfer, dispose, or otherwise encumber the Software or any part thereof, nor disclose or otherwise make available the Software and documentation to any third party without Miracle-Ear's prior express written consent.

C. Except as otherwise expressly permitted by this Agreement, Franchisee shall not copy or duplicate the Software or documentation, except with Miracle-Ear's prior express written consent.

D. Franchisee acknowledges that the arrangement described in this Agreement is a true license, and not a security interest, but nevertheless agrees to execute and deliver to Miracle-Ear for filing such forms of Uniform Commercial Code financing statements as Miracle-Ear reasonably may request.

E. Franchisee shall include Miracle-Ear's copyright (including those of authorized third-party software suppliers of Miracle-Ear) on all copies of the Software and related documentation.

F. Franchisee shall, at its expense, protect and defend Miracle-Ear's title to the Software and at all times keep the same free and clear from all liens, claims, or encumbrances.

5. Franchisee's Covenants.

A. Franchisee shall follow all instructions (including manufacturer's instructions) furnished by Miracle-Ear with the Software.

B. Franchisee shall promptly report any malfunction, errors, or interruptions in operation of the Software to Miracle-Ear.

C. Franchisee shall permit Miracle-Ear or its designee to enter the premises where the Software is located, or to electronically access such Software from time to time at reasonable times to inspect the same and to provide (or arrange for others to provide) such updates, additions, replacements, or substitutions as Miracle-Ear in its sole discretion shall deem necessary or advisable.

D. Franchisee agrees to pay when due and to indemnify and hold Miracle-Ear harmless from and against all sales, use, personal property, and other taxes of any kind relating to this License or the possession or use of the Software.

E. Franchisee shall take such action as may be necessary (whether by instruction, agreement or, otherwise) with respect to any authorized persons permitted access to the Software so as to enable Franchisee to satisfy its obligations hereunder.

6. Warranties, Limitations of Warranties and Limitations of Liabilities and Remedies.

A. Miracle-Ear warrants that, as long as a Franchisee is not in default under the Franchise Agreement or this Agreement, Franchisee will enjoy full possession and use of the Software.

B. Franchisee acknowledges that:

I. EXCEPT AS STATED ABOVE, MIRACLE-EAR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER PERTAINING TO THE SOFTWARE, INCLUDING THE DESIGN OR CONDITION THEREOF, ITS MERCHANTABILITY OR FITNESS, CAPACITY, OR DURABILITY FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREOF.

II. MIRACLE-EAR SHALL NOT BE LIABLE TO FRANCHISEE OR ANY OTHER PERSON FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE (WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE, OR

OTHER TORT, OR OTHERWISE) CAUSED DIRECTLY OR INDIRECTLY BY THE SOFTWARE; OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY OR DEFECT THEREIN, OR INTERRUPTION IN THE OPERATION THEREOF, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICE OR ADJUSTMENTS THERETO, OR ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE ANY OF THE FOREGOING, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF, OR ANY LOSS OF BUSINESS, OR ANY DAMAGE WHATSOEVER, INCLUDING ALL INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM ANY OF THE FOREGOING.

7. Default. Franchisee shall be deemed to be in default hereunder if it fails to perform any of its obligations hereunder; violates any provision hereof; or fails to perform, defaults, or breaches any of its obligations under the Franchise Agreement or any other agreement with Miracle-Ear.

8. Termination of License. The license granted herein shall terminate immediately under the following circumstances:

A. Upon the giving of written notice by Miracle-Ear to Franchisee following the occurrence of a default by Franchisee as described in Paragraph 7 herein;

B. Upon the effective date of any termination of the Franchise Agreement; or

C. Upon such other date as the parties mutually may stipulate in writing.

9. Duties and Obligations of Franchisee Upon Termination.

A. Upon termination of the license granted herein pursuant to Paragraph 8 above, Franchisee immediately shall cease use of the Software and upon demand shall deliver to Miracle-Ear possession of all copies of the Software (including backups), together with all materials, documents, programs, and updates in connection therewith and any and all other software programs which are modifications of or contain any part of the Software licensed hereunder (whether or not any of the foregoing were authorized by Miracle-Ear). At Miracle-Ear's request, Franchisee shall assemble all of the foregoing and make the same available to Miracle-Ear at a place designated by Miracle-Ear which is reasonably convenient to both parties. Franchisee shall permit Miracle-Ear without legal process to enter upon any premises where any of the foregoing materials are located to take possession of the same, and hereby releases Miracle-Ear from any claim of loss or damage to any property which is caused by Miracle-Ear or its agents in the course of effecting such repossession.

B. Following delivery of the Software and all of the foregoing items to Miracle-Ear or Miracle-Ear's repossession of the same, Franchisee shall certify to Miracle-Ear that it has retained no copies of the Software or any part thereof, and Franchisee shall be bound by all of the terms and conditions hereof until such delivery or repossession has been completed and Miracle-Ear has received such certification.

10. Entire Agreement. This Agreement, together with any license applicable to a particular Software product made available to Franchisee by Miracle-Ear ("**Product License**") and the relevant terms of the Franchise Agreement, constitute the entire agreement between the parties with respect to the Software. In the event of any inconsistency between the terms of this Agreement and the terms of any Product License, the term(s) of the Product License shall govern. Miracle-Ear shall not be deemed to have waived or agreed to any modification hereof, and no

such purported modification or waiver shall be binding against it, unless the same is set forth in a writing signed by an authorized officer of Miracle-Ear.

11. Counterparts. This Agreement may be executed in counterparts each of which will be deemed an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by facsimile, pdf, e-mail, electronic signature or other electronic means will be deemed to be delivery of an original of this Agreement and as effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

«Legal_Entity_Name»	**MIRACLE-EAR, INC.**
By:_____	By:_____
«Signor_Name»	Emiliano Di Vincenzo
Its: «Signor_Title»	Executive Vice President Americas of Amplifon (USA), Inc.

Schedule A

TO
COMPUTER SOFTWARE LICENSE AGREEMENT

LICENSED SOFTWARE

Harmony™ NOAH

online.memsi.com

Exhibit D

SITE CONSTRUCTION SCHEDULE AND ACKNOWLEDGMENTS

Site Construction Schedule and Acknowledgments

(to be agreed upon individually)

All current and future retail offices will conform to specifications and standards as developed by Miracle-Ear, pertaining to décor, furnishings, and equipment, including, but not limited to, interior and exterior signage, carpeting, colors, furniture, fixtures, hearing aid dispensing equipment, and computer equipment.

Acknowledgements and Undertaking for Renewal

1. Franchisee hereby acknowledges that its Centers do not reflect the current operational standards and physical appearance of new Miracle-Ear Centers and, therefore, Franchisee has not satisfied certain requirements for renewal of its Franchised Business as required under Sections 2.2.2 and 2.2.4 of the Agreement, to wit:

> 2.2.2 You shall make or provide for, in a manner satisfactory to us, such renovation and modernization of the premises of each existing Center (the "**Premises**") as we may reasonably require in accordance with Sections 7.18, 7.19, 7.20, including, without limitation, purchase of additional or replacement equipment and renovation of signs to reflect the then-current System Standards;
>
> 2.2.4 You shall have, in our reasonable judgment, substantially complied with all the terms and conditions of this Agreement during the term hereof;

2. In consideration for Franchisor granting a renewal term under the Agreement, Franchisee hereby agrees to undertake such steps and to make such expenditures as required by Miracle-Ear to satisfy its obligations under Sections 5.4, 7.18, 7.19, and 7.20 at each of its Centers within one hundred eighty (180) days from the date of execution of this Acknowledgement and Undertaking for Renewal.

3. Franchisor hereby agrees to renew the Franchise Agreement in accordance with the renewal terms therein, subject to Franchisee's fulfilling its obligations as stated in the preceding paragraph to the satisfaction of Franchisor and within the time period specified in the preceding paragraph. In the event that such requirements are not satisfied, the renewal will be deemed declined and the Agreement will be deemed terminated in accordance with its terms.

4. This Agreement may be executed in counterparts each of which will be deemed an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by facsimile, pdf, e-mail, electronic signature, or other electronic means will be deemed to be delivery of an original of this Agreement and as effective as delivery of a manually executed counterpart.

«Legal_Entity_Name»	**MIRACLE-EAR, INC.**
By:_____	By:_____
«Signor_Name»	Emiliano Di Vincenzo
Its:«Signor_Title»	Executive Vice President Americas of Amplifon (USA), Inc.

Converting Existing Businesses or Assuming Existing Centers

1. Franchisee hereby acknowledges that its Centers do not reflect the current operational standards and physical appearance of new Miracle-Ear Centers and, therefore, Franchisee has not satisfied certain requirements of its Franchised Business as required under Sections 5.4, 7.18, 7.19, and 7.20 of the Agreement, to wit:

A. Franchisee therefore agrees to complete at its own expense all exterior and interior preparations of the Center pursuant to plans and specifications approved by Miracle-Ear and according to the schedule set forth in Exhibit D.

B. Franchisee agrees to maintain at the Centers, at Franchisee's expense, all fixtures, furnishings, leasehold improvements, hearing aid dispensing and computer equipment, decor and signs as Miracle-Ear may reasonably direct from time to time, including replacement of worn or soiled carpeting and wall covering.

2. In consideration for Franchisor executing the Agreement, Franchisee hereby agrees to undertake such steps and to make such expenditures as required by Miracle-Ear to satisfy its obligations under Sections 5.4, 7.18, 7.19, and 7.20 at each of its Centers within one hundred eighty (180) days from the date of execution of this Acknowledgement and Undertaking for Franchisees Converting Existing Businesses or Assuming Existing Centers. In the event that such requirements are not satisfied, Franchisee will be deemed in breach of the Agreement and Franchisor will be entitled to enforce any of its rights and remedies under the Agreement.

3. This Agreement may be executed in counterparts each of which will be deemed an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by facsimile, pdf, e-mail, electronic signature or other electronic means will be deemed to be delivery of an original of this Agreement and as effective as delivery of a manually executed counterpart.

«Legal_Entity_Name»	**MIRACLE-EAR, INC.**
By:_____	By:_____
«Signor_Name»	Emiliano Di Vincenzo
Its:«Signor_Title»	Executive Vice President Americas of Amplifon (USA), Inc.

Exhibit E

ASSIGNMENT OF TELEPHONE NUMBERS

Exhibit E
Assignment of Telephone Numbers

Date: _____

This assignment shall be effective as of the date of termination or expiration of the Franchise Agreement entered into between Miracle-Ear, Inc. ("**Miracle-Ear**") and «Legal_Entity_Name» ("**Franchisee**"). Capitalized terms not otherwise defined herein shall have the meanings as defined in the Franchise Agreement. Franchisee hereby irrevocably assigns to Miracle-Ear or its designee the telephone number or numbers and listings issued to Franchisee with respect to each and all of Franchisee's Centers ("**telephone numbers**"). If Franchisee is not the named representative and/or Owner of the telephone numbers, Franchisee agrees to cause the named representative and/or Owner of the telephone numbers to execute an assignment of the telephone numbers to Franchisee prior to the execution of this assignment. This assignment is for collateral purposes only and Miracle-Ear shall have no liability or obligation of any kind whatsoever arising from this assignment, unless Miracle-Ear desires to take possession and control over the telephone numbers; however, in no case shall Miracle-Ear have any liability for any charges incurred prior to Miracle-Ear's assumption of the telephone numbers.

Miracle-Ear is hereby authorized and empowered upon termination or expiration of the Franchise Agreement and without any further notice to Franchisee to notify the telephone company, as well as any other company that publishes telephone directories ("**telephone companies**"), to transfer the telephone numbers to Miracle-Ear or such other person or firm as is designated by Miracle-Ear. In furtherance thereof, Franchisee hereby grants an irrevocable power of attorney to Miracle-Ear and appoints Miracle-Ear as its attorney-in-fact to take any necessary actions to assign the telephone numbers, including but not limited to, executing any forms that the telephone companies may require to effectuate the assignment. This assignment is also for the benefit of the telephone companies, and the telephone companies may accept this assignment and Miracle-Ear's instructions as conclusive evidence of Miracle-Ear's rights in the telephone numbers and Miracle-Ear's authority to direct the amendment, termination, or transfer of the telephone numbers, as if they had originally been issued to Miracle-Ear. In addition, Franchisee agrees to hold the telephone companies harmless from any and all claims against them arising out of any actions or instructions by Miracle-Ear regarding the telephone numbers.

«Legal_Entity_Name»	**MIRACLE-EAR, INC.**
By:_____	By:_____
«Signor_Name»	Emiliano Di Vincenzo
Its: «Signor_Title»	Executive Vice President Americas of Amplifon (USA), Inc.

Exhibit F

PERSONAL GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

Exhibit F

Personal Guaranty and Assumption of Franchisee's Obligations

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement with «Legal_Entity_Name» ("**Franchisee**") dated _____ by Miracle-Ear, Inc. ("**Miracle-Ear**") (such Franchise Agreement including, but not limited to, its Exhibits, Manuals, Promissory Notes, Lease Addendums, and any other documentation referred in, or related to the Franchise Agreement, hereinafter the "Agreement," as the same may be amended or renewed from time to time), each of the undersigned hereby personally and unconditionally and irrevocably (1) guarantees to Miracle-Ear and its successors and assigns, for the term of the Agreement, and any related documents, and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement, and covenant in the Agreement; and (2) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

A. Each of the undersigned waives acceptance and notice of acceptance by Miracle-Ear of the foregoing undertakings:

1. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

2. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

3. Any right to require that an action be brought against Franchisee or any other person as a condition of liability.

B. And, each of the undersigned consents and agrees that:

1. Direct and immediate liability under this guaranty shall be joint and several;

2. Any payment or performance required under the Agreement shall be rendered upon demand by Guarantor if Franchisee fails or refuses to do so;

3. Such liability shall not be contingent or conditioned upon pursuit by Miracle-Ear of any remedies against Franchisee or any other person; and

4. Such liability shall not be diminished, relieved or otherwise affected by insolvency, the bankruptcy or reorganization of Franchisee; the invalidity, illegality, or unenforceability of all or any part of the Agreement; or the amendment or extension of the Agreement with or without notice to the undersigned; none of which shall in any way modify, amend, or release this guaranty, which shall be continuing and irrevocable during the term of the Agreement.

The undersigned each hereby agree that the dispute resolution and legal fee provisions in Section of the Agreement (including the consent to venue and jurisdiction in Minnesota) are hereby

incorporated into this Personal Guaranty by reference, and references to "you," "we" and the Franchise Agreement therein shall be deemed to apply to the undersigned, Miracle-Ear, and this Personal Guaranty, respectively.

This Agreement may be executed in counterparts each of which will be deemed an original and all of which together shall constitute one instrument. Delivery of an executed copy of this Agreement by facsimile, pdf, e-mail, electronic signature or other electronic means will be deemed to be delivery of an original of this Agreement and as effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty effective as of the date indicated above.

_____

«Guarantor_1»

_____

«Gurantor_2»

Exhibit G

ADDENDUM TO LEASE AGREEMENT

Addendum to Lease Agreement

THIS AGREEMENT is made and entered into as of _____, by and among Miracle-Ear, Inc., a Minnesota corporation ("**Franchisor**"); _____, with its principal offices at _____ ("the **Landlord**"); and <Legal Entity Name>, a Miracle-Ear Franchisee, with its principal offices at «Admin_Address_1» «Admin_Address_2», «Admin_City», «Admin_State» «Admin_Zip» ("**Tenant**").

RECITALS:

A. The Landlord and the Tenant executed a lease agreement dated (the "**Lease**") for the premises located at _____ (the "**Leased Premises**") for use by the Tenant as described in Section _____ below;

B. Franchisor and Tenant entered into a Franchise Agreement to provide Tenant with a franchise to promote, market, and service Miracle-Ear products;

C. Landlord and Tenant intend to provide Franchisor with the opportunity to take assignment of the operative lease for the Lease premises upon default or termination of the Lease (as it may be modified, renewed, extended, or replaced), or upon termination or expiration of the Franchise Agreement;

D. If Franchisor exercises its rights herein, Franchisor shall cure any defaults of the Tenant under the Lease before taking possession of the Leased Premises.

AGREEMENT:

1. Use Clause. Tenant shall use the Leased Premises for sales of hearing aid products and services pursuant to the terms of a Franchise Agreement with Franchisor, and for no other purposes.

2. Default of Lessee under Lease. The Landlord agrees to provide written notice of default or termination ("**Notice**") to Franchisor and Tenant in accordance with the terms of the Lease. If the Tenant fails to timely cure such default or the Lease is otherwise terminated, the Landlord shall provide Franchisor written notice of such failure to cure or termination, and specify any uncured Defaults. Tenant and Landlord acknowledge that Tenant's failure to timely cure such defaults or termination of the Lease shall be considered an automatic offer of assignment of the Lease by Tenant to Franchisor, subject to acceptance by Franchisor. Franchisor shall provide Landlord written notice of its intent to accept such assignment from Tenant within fifteen (15) days after receipt of notice from Landlord to Franchisor of Tenant's failure to cure default or termination. Nothing herein shall obligate Franchisor to accept an assignment from Tenant. The Landlord hereby consents to the assignment of the Lease from the Tenant to Franchisor, subject to the cure of any Lease defaults prior to assignment.

3. Termination of the Franchise Agreement. If the Franchise Agreement is terminated or expires without renewal during the term of the Lease or any extension, renewal, or replacement thereof, and upon Franchisor's written Notice to Tenant and Landlord within fifteen (15) days after the termination or expiration without renewal of the Franchise Agreement, Tenant shall assign to Franchisor all of its right, title, and interest in and to the Lease. The Landlord hereby consents to the assignment of the Lease from the Tenant to Franchisor, subject to the cure of any Lease defaults prior to assignment.

The Franchisor shall indemnify, defend, and hold the Landlord harmless from any attempt to dispossess the Tenant from the Leased Premises based upon written request and notice from Franchisor of a termination or expiration without renewal of the Franchise Agreement.

4. Tenant's Agreement to Vacate Leased Premises. The Tenant agrees to peaceably and promptly vacate the Leased Premises and to remove its personal property therefrom upon the acceptance by the Franchisor of an assignment of the Lease or upon the Tenant's failure to timely cure all of its defaults under the Lease.

5. Amendment of Lease. The Landlord and the Tenant agree not to amend, extend, renew, or replace the Lease in any respect, except with the prior written consent of the Franchisor, and subject to continuing to incorporate the terms hereof.

6. Franchisor Not a Guarantor. The Landlord acknowledges and agrees that notwithstanding any terms or conditions contained in this Addendum or any other agreement, the Franchisor shall in no way be construed as a guarantor or surety of the Tenant's obligations under the Lease. Notwithstanding the foregoing, if the Franchisor becomes the Tenant by assignment of the Lease in accordance with the terms hereof, then the Franchisor shall be liable for all of the obligations of the Tenant under the Lease.

7. Document to Govern. The terms and conditions contained herein modify and supplement the Lease. Whenever any inconsistency or conflict exists between this Addendum and the Lease, the terms of this Addendum shall prevail.

8. Assignment and Subletting. Notwithstanding anything set forth in the Lease to the contrary, the Tenant shall have the right to assign this Lease or any interest therein without the consent of Landlord to the Franchisor or any successor or affiliate thereof provided that Landlord shall be entitled to approve the successor or affiliate based on its creditworthiness and business qualifications; provided further that such approval shall not be unreasonably withheld. In the event that the Franchisor accepts the assignment of the Lease from the Tenant hereunder, the Franchisor shall have the right to sublet the Leased Premises to any bona fide franchisee of the Franchisor; provided that Landlord shall be entitled to approve the sublessee based on its creditworthiness and business qualifications; provided, further, that such approval shall not be unreasonably withheld.

9. Waiver. Failure of Franchisor to enforce or exercise any of its rights hereunder shall not constitute a waiver of the rights hereunder or a waiver of any subsequent enforcement or exercise of its rights hereunder.

10. Amendment of Agreement. This Agreement may be amended only in writing signed by all parties hereto.

11. Notices. All notices hereunder shall be personally delivered (which is understood to include nationally recognized overnight courier delivery) or mailed by certified mail, return receipt requested, to the addresses set forth above or to such other addresses as the parties hereto may, by written notice, designate. Any notice by certified mail shall be deemed to have been given upon receipt or rejection. Notices to the Franchisor shall be delivered in writing to Miracle-Ear, Inc., Attn: President, 150 South 5th Street, Suite 2300, Minneapolis, MN 55402

12. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, successors, assigns, and legal representatives upon the execution, in one or more counterparts, by all parties hereto.

13. Severability. If any provision of this Agreement or any part thereof is declared invalid by any court of competent jurisdiction, such act shall not affect the validity of this Agreement and the remainder of this Agreement shall remain in full force and effect according to the terms of the remaining provisions or part of provisions hereof.

14. Remedies. The rights and remedies created herein shall be deemed cumulative and no one of such rights or remedies shall be exclusive of any other rights or remedies at law or in equity.

15. Construction. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Leased Premises are located.

16. Certain Acknowledgements. The Landlord and the Tenant acknowledge and agree that all interior and exterior signage and related items containing Franchisor's intellectual property (collectively the "**Leased/Licensed Assets**") are the sole property of the Franchisor. The Tenant shall have no right to pledge in any manner the Leased/Licensed Assets and the Landlord shall have no rights to place any liens on or make any other claims to the Leased/Licensed Assets. If Tenant and/or Franchisor remove signage, they shall be responsible to repair any damages caused by such removal, including, but not limited to, filling holes and replacing the parapet.

17. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery of an executed copy of this Agreement by facsimile, pdf, e-mail or other means of electronic communication will be deemed to be delivery of an original of this Agreement and as effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to Lease to be executed the day and year first above written.

LANDLORD

By:_____

Its:_____

«Legal_Entity_Name»

_____

By: «Signor_Name»

Its: «Signor_Title»

MIRACLE-EAR, INC.

_____

By: Emiliano Di Vincenzo

Executive Vice President Americas of Amplifon (USA), Inc.

Exhibit H

CONFIDENTIALITY AGREEMENT

Confidentiality Agreement

FOR EMPLOYEES, AGENTS, REPRESENTATIVES, THIRD-PARTY SUPPLIERS, AND ALL OTHER INDIVIDUALS OR ENTITIES WHO UTILIZE OR MAY HAVE ACCESS TO CONFIDENTIAL INFORMATION

THIS AGREEMENT is made as of _____, by and between «Legal_Entity_Name» ("**Franchisee**") and ("**Confidant**").

RECITALS

A. Miracle-Ear, Inc. ("**Miracle-Ear**") and Franchisee executed that certain franchise agreement dated (the "**Franchisee Agreement**").

B. Franchisee has received and will periodically receive Confidential Information of Miracle-Ear. "**Confidential Information**" includes the whole or any portion of know-how, knowledge, methods, manuals, specifications, processes, procedures, and/or improvements regarding the business that is valuable and secret in the sense that it is not generally known to Miracle-Ear competitors; any proprietary information contained in any Miracle-Ear documents that Miracle-Ear provides to Franchisee and in which Miracle-Ear describes the Miracle-Ear® System or any operational policies, manuals, standards, requirements or practices (whether communicated to Franchisee in writing, verbally or through the Internet or other online or computer communications); and any other knowledge or know- how concerning the methods of operation of the Miracle-Ear® centers or concerning customer information, Miracle-Ear-provided software, third-party-provided software, and the information contained in any of them along with any other information about Miracle-Ear's business indicated by Miracle-Ear to be confidential.

C. Pursuant to the Franchisee Agreement, all of Franchisee's employees, agents, representatives, third-party suppliers, and all other individuals or entities who utilize or may have access to Confidential Information, may not, at any time, disclose, copy, reproduce, sell or use in any other business or in any manner not specifically authorized or approved in advance in writing by Miracle-Ear any Confidential Information.

D. Pursuant to the Franchisee Agreement, Franchisee must obtain Confidentiality Agreements from all of its employees or agents, or any other individual or entity to whom Franchisee has disclosed the Confidential Information.

E. Confidant wants to become or currently is a(n) agent of Franchisee and, therefore, it has had and/or will have access to Confidential Information.

In consideration of foregoing, the payment of $1.00 that at the time of execution of this Agreement Franchisee is paying to Confidant, and the mutual covenants and reliance of the parties, the parties agree as follows:

1. Confidant agrees that (a) it will treat as confidential and will not disclose the Confidential Information which may be made or become available to Confidant; (b) it will maintain in a secure

place any Confidential Information delivered to it; and (c) it will not use any Confidential Information for any purpose other than in furtherance of its relationship with Franchisee or for any purpose which may be detrimental to Miracle-Ear or Miracle-Ear's present or potential business or shareholders.

2. Confidant represents and warrants that as of this date, Confidant has never disclosed Confidential Information to any third party, with the exception of third parties with whom Confidant has subcontracted for the performance of some or all of Confidant's obligations to Franchisee ("**Confidant's Subcontractors**"). Confidant represents and warrants that as of this date, Confidant has required Confidant's Subcontractors to maintain the confidentiality of such Confidential Information consistent with the provisions of Paragraph 1 hereof and to sign the Acknowledgment and Agreement in the form attached hereto as a Rider.

3. Nothing stated herein shall preclude the disclosure of Confidential Information in response to a valid order of a court, governmental agency, or other governmental body, or any political subdivision thereof, or as otherwise required by law, provided, however, that if Confidant is requested pursuant to, or required by, applicable law, regulation, or legal process to disclose any Confidential Information, Confidant will notify Miracle-Ear and Franchisee promptly so that Miracle-Ear and Franchisee may seek a protective order or other appropriate remedy or, in Miracle-Ear's sole discretion, waive compliance with the terms of this Agreement. Confidant agrees to use reasonable efforts to cooperate with Miracle-Ear and Franchisee in connection with Miracle-Ear's and Franchisee's efforts to prevent disclosure or seek confidential treatment or any other remedy respecting such requested or required disclosure.

4. The parties agree that Miracle-Ear and Franchisee would not have an adequate remedy at law for any breach or nonperformance of the terms of this Agreement by Confidant. In the event of a breach or threatened breach of any of the terms of this Agreement by Confidant, Miracle-Ear and Franchisee will forthwith be entitled to an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage and without any obligation to post bond or grant any other type of guaranty, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that Miracle-Ear might otherwise have by virtue of any breach of this Agreement by Confidant, including the right to consequential damages.

5. No modification or waiver of any of the provisions hereof, or any representation, promise or addition hereto, or waiver of any breach hereof, will be binding upon a party unless made in writing and signed by the party to be charged thereby and by Miracle-Ear. No waiver of any particular breach will be deemed to apply to any other breach, whether prior or subsequent to a waiver. This Agreement may not be assigned by Confidant without the express prior written consent of Miracle-Ear.

6. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement will be entitled to recover its reasonable attorneys' fees and costs.

7. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota, without regard to any conflict of laws principles. Any cause of action, claim, suit, or demand allegedly arising from or related to the terms of this Agreement must be brought (a) by Confidant in the Federal District Court for the District of Minnesota or in the State courts located in Hennepin County, Minnesota; (b) by Miracle-Ear in the Federal District Court for the District of Minnesota, in the State courts located in Hennepin County, Minnesota, or in the competent courts located in the State where Confidant has its domicile at the time the action is brought, and (c) by Franchisee in the Federal District Court for the District of Minnesota, in the State courts located in Hennepin County, Minnesota, in the competent courts located in the State where Franchisee has its domicile at the time the action is brought, or in the competent courts located in the State where Confidant has its domicile at the time the action is brought. The parties irrevocably submit themselves to, and consent to, the exclusive jurisdiction of said courts. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, or any legal action initiated for the recovery of damages for breach of this Agreement.

8. Franchisee and Confidant expressly agree that Miracle-Ear is a third-party beneficiary of this Agreement and as such Miracle-Ear shall have the right to enforce any and all remedies available upon the violation of any of the provisions under this Agreement. In addition, Miracle-Ear may require Franchisee to bring any action that Miracle-Ear considers appropriate in the event of any breach by Confidant hereunder. In the event that Miracle-Ear or Franchisee make a claim that Confidant has violated Confidant's obligations under this Agreement, Confidant will have the burden of proving that such violation did not occur.

The parties have caused this Agreement to be executed in the manner appropriate to each to be effective as of the date set forth on the first page hereof.

("**Franchisee**")	("**Confidant**")
By:_____	By:_____
Its:_____	Its:_____

Rider to Confidentiality Agreement
Acknowledgement and Agreement

_____ ("**Confidant's Subcontractor**"), acknowledges that it has received a copy of, read, and understood the Agreement dated _____, by and between _____ ("**Confidant**") and «Legal_Entity_Name» ("**Franchisee**"), hereinafter referred to as the "Confidentiality Agreement."

By signing below, Confidant's Subcontractor agrees to abide by and be bound by the terms and conditions of the Confidentiality Agreement, including but not limited to Paragraph 1 thereof. Confidant's Subcontractor further agrees that it will submit to the jurisdiction of the Federal District Court for the District of Minnesota or in the State courts located in Hennepin County, Minnesota for all matters arising out of or related to the Confidentiality Agreement or any violation thereof. Confidant's Subcontractor expressly agrees that Miracle-Ear is a third-party beneficiary of the Confidentiality Agreement and this Acknowledgment and Agreement, and as such Miracle-Ear shall have the right to enforce any and all remedies available upon the violation of any of the provisions under the Confidentiality Agreement.

Dated: _____

CONFIDANT'S SUBCONTRACTOR

_____

Exhibit I

BUSINESS ASSOCIATE AGREEMENT

Business Associate Agreement

This Business Associate Agreement (this "**Agreement**") is entered into to be effective as of _____, ("**Effective Date**") by and between «Legal_Entity_Name» ("**Franchisee**"), Miracle-Ear, Inc. ("**Miracle-Ear**") and Amplifon USA, Inc. ("**Amplifon**"), (whereas Amplifon and Miracle-Ear are collectively referred to as "**Miracle-Ear**").

RECITALS

A. Franchisee is a ***(state of organization)*** entity organized and operated to provide hearing aid dispensing and related services to its customers.

B. Franchisee is a franchisee of Miracle-Ear, Inc. and, as part of the Franchise Agreement entered into between them, Miracle-Ear and Franchisee use software systems that provide Miracle-Ear to access certain business information of Franchisee, including, without limitation, access to and disclosure of customer files and Protected Health Information.

C. Miracle-Ear also provides an extended warranty on products sold by Miracle-Ear to Franchisee which requires Miracle-Ear to have access to, use, and disclose Protected Health Information on behalf of Franchisee.

D. The parties intend that this Business Associate Agreement ("**BAA**") comply with the business associate agreement requirements set forth in the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160-164 ("**HIPAA Privacy Rule**") as amended by the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"). The parties also intend that this BAA comply with the relevant provisions of applicable health care information privacy laws.

E. The parties desire to enter into this Agreement to reflect their understandings and obligations with regard to Protected Health Information and their compliance with the HIPAA Rules as well as the requirements of applicable state health care information privacy laws.

AGREEMENT

In consideration of the mutual covenants and promises made by and between the parties, the receipt and adequacy of which is acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1) Catch-All Definition. Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Rules, including the following terms: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2) Specific Definitions.

a. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Miracle-Ear.

b. Covered Entity. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Franchisee.

c. Electronic Protected Health Information. "Electronic Protected Health Information" or "ePHI" shall mean protected health information that is transmitted by or maintained in electronic media.

d. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth at 45 CFR Part 160 and 164.

e. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

f. Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 164.501.

g. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

h. Protected Health Information (PHI). "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Miracle-Ear from or on behalf of Franchisee.

i. Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

j. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

k. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

l. Security Rule. "Security Rule" shall mean the Security Standards at 45 CFR Parts 160, 162 and 164.

m. Breach. "Breach" means the unauthorized access to, or acquisition, use, or disclosure of PHI in any form that violates the Privacy Rule and poses a significant risk of financial, reputation, or other harm to the affected individual as determined by the Business Associate and/or the Covered Entity utilizing the harm threshold guidelines provided by HHS. The term "breach" does not include:

(i) Inadvertent disclosure by an authorized person authorized to access PHI to another of Business Associate's workforce members who is authorized to access PHI, if the PHI received as a result of such disclosure is not further used or disclosed in a manner not permitted by the Privacy Rule;

(ii) Good faith unintentional access to, acquisition, or use of PHI by Business Associate's employees, agents, or subcontractors in the course of such person's performance of services authorized by the service agreement between the parties, provided that such PHI is not further accessed, acquired, used, or disclosed by any person; or

(iii) A disclosure of PHI when Business Associate has a good faith belief that the person or entity to whom the disclosure was made would not reasonably have been able to retain the disclosed PHI.

ARTICLE 2
OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1) General. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law.

2.2) Regulatory Compliance. Business Associate agrees that it shall comply with the provisions of the HIPAA Rules to the extent such regulations apply directly to Business Associate.

2.3) Safeguards. Business Associate agrees to use appropriate administrative, physical, and technical safeguards to prevent Use or Disclosure of Protected Health Information other than as provided for by this BAA, and to comply with the applicable provisions of 45 CFR Part 164, Subpart C with respect to Electronic Protected Health Information.

2.4) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA, including any Breach.

2.5) Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits Covered Entity's Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, including, without limitation, restrictions, conditions, and requirements regarding implementation of reasonable and appropriate safeguards to protect Electronic Protected Health Information, and to notify Business Associate of Breaches and other improper uses or disclosures of Protected Health Information.

2.6) Access to Protected Health Information. If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access to Protected Health Information in a Designated Record Set Covered Entity within ten (10) business days of Covered Entity's request, in the manner determined by Covered Entity, or as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524. If an Individual makes a request for access directly to Business Associate, Business Associate shall notify Covered Entity of such request within three (3) business days of receipt of the request.

2.7) Amendment to Protected Health Information. In the event Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526, at the request of Covered Entity or an Individual, within twenty (20) business days of Covered Entity's request for such an amendment. In the event a request for an amendment is made directly to Business Associate by an Individual, Business Associate will notify Covered Entity of such request within three (3) business days of receipt of the request.

2.8) Access and Inspection. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the Use and Disclosure of Protected Health Information received from, or created, or received by Business Associate on behalf of Covered Entity available to Covered Entity, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

2.9) Accounting of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within twenty (20) business days of Covered Entity's request, the information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2.10) Reporting Disclosures and Breaches. Business Associate agrees to report to Covered Entity:

a. Any improper Use or Disclosure of Protected Health Information within ten (10) business days of Business Associates discovery of such improper Use or Disclosure, even if such improper Use or Disclosure is not a Breach.

b. Any Security Incident of which it becomes aware, within five (5) business days of discovery.

c. Any Breach, within two (2) business days of becoming aware of the Breach. Business Associate may make the initial report orally, but shall provide a full written report to Covered Entity within five (5) days or providing oral notice. Each report (written or oral) shall include, to the extent available at the time of the report, a description of the Breach, the Protected Health Information disclosed (including names and contact information), and a description of any remedial action(s) taken by Business Associate.

d. Any Use or Disclosure of Protected Health Information or any Security Incident not provided for by this BAA of which it becomes aware.

2.11) Cooperation with Investigation. Business Associate will, at its own expense, cooperate with Covered Entity in its investigation of, and response to any Breach, as well as all costs related to the investigation, notification and services to be provided to affected individuals and other third parties. Covered Entity will determine (a) the content of any notice provided in connection with a Security Incident and/or Breach, regardless of whether the notice is to be sent to affected

individuals, federal or state government agencies or the media and (b) the service if any to be offered to affected individuals. Business Associate will take, at its own expense, measures reasonably necessary to mitigate any known, harmful effect of a Security Breach.

2.12) Ownership Rights. Business Associate acknowledges that it has no ownership rights with respect to any Protected Health Information received from or created by Business Associate on Covered Entity's behalf.

2.13) Performance of Covered Entity Obligations. To the extent Business Associate is carrying out Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

ARTICLE 3
PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1) General Use and Disclosure. Except as otherwise limited in this BAA, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such Use or Disclosure would not violate the Privacy Rule if done by Covered Entity except as permitted by this Article 3.

3.2) Use for Business Purposes. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3) Disclosure for Business Purposes. Except as otherwise limited in this BAA, Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate, provided that Disclosures are (a) Required By Law; or (b) Business Associate obtains reasonable assurances, prior to disclosure, from the person to whom the information will be disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4) Minimum Necessary. Business Associate shall Use and Disclose Protected Health Information, as well as requests for Protected Health Information, in accordance with Covered Entity's minimum necessary policies and procedures.

3.5) Data Aggregation. Except as otherwise limited in this BAA, Business Associate may Use Protected Health Information to provide Data Aggregation services related to the health care operations of Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B) if so requested by Covered Entity.

3.6) De-Identification. Business Associate may de-identify any and all Protected Health Information, provided that such de-identification is performed in accordance with 45 CFR 164.514(b), and provided that Business Associate not maintain or disclose any code or other means of record identification that would allow de-identified information to be re-identified.

ARTICLE 4
OBLIGATIONS OF COVERED ENTITY

4.1) Notification to Business Associate. Covered Entity shall notify Business Associate of:

a. Any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information; and

b. Any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information; and

c. Any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

4.2) Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

ARTICLE 5
TERM AND TERMINATION

5.1) Term. The Term of this BAA shall be effective as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Article 5.

5.2) Termination for Cause. Upon Covered Entity's knowledge of a violation of a material term of this BAA or the Agreement by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the violation and if Business Associate does not cure the violation or end the violation within the time specified by Covered Entity terminate the Agreement and this BAA; or

b. Immediately terminate the Agreement and this BAA if Business Associate has violated a material term of the Agreement or this BAA and cure is not possible.

If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

5.3) Effect of Termination.

a. Except as provided in Paragraph b. of this section, upon termination of the BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from

Covered Entity, or created or received by Business Associate on behalf of Covered Entity that Business Associate maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

ARTICLE 6
MISCELLANEOUS

6.1) Indemnification. Business Associate agrees to indemnify, defend, and hold harmless Covered Entity, its parent and subsidiary corporations, officers, directors, employees, and agents from and against any and all claims, inquires, investigations, reasonable attorney fees, costs, monetary penalties, and damages incurred as a result of any negligence, intentional misconduct, or other breach of this BAA, including but not limited to a Breach caused by the negligent acts or omissions of Business Associate, its agents, or subcontractors. Such indemnification shall include the reasonable attorney fees and other expenses (including the cost of any investigation, notice to affected individuals, and any services offered to affected individuals in the security breach notification) incurred by Covered Entity in connection with the provision of notice of a Breach to affected individuals.

6.2) Regulatory References. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

6.3) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

6.4) Survival. Sections _____ and _____ of this Agreement shall survive the termination of the Agreement.

6.5) Interpretation and/or Inconsistency. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules, as may be expressly amended from time to time by the HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence. Where there are

provisions in this BAA additional to those mandated by the HIPAA Rules, but which are not prohibited by the HIPAA Rules, the provisions of this Agreement will apply.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the manner appropriate to each.

Covered Entity	**Business Associate** **Miracle-Ear, Inc.**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Exhibit J

SYCLE.NET SUBLICENSE TO ACCESS AND USE AGREEMENT

Sycle.net Sublicense to Access and Use Agreement

This Sublicense to Access and Use Agreement (this "**Agreement**") is executed on this day _____ by and between Miracle-Ear, Inc. ("**MIRACLE-EAR**") and ("**FRANCHISEE**").

A. MIRACLE-EAR is a wholly owned subsidiary of Amplifon (USA), Inc. ("**Amplifon**"). Amplifon and Sycle LLC ("**Sycle**") executed that certain Hosted Services Agreement dated September 4, 2008 and subsequently renewed a Master Subscription Agreement dated January 1, 2017, and as amended January 1, 2023 (the "**Sycle Agreement**") pursuant to which Sycle agreed to provide software license, content, deployment, training, data migration, operation, maintenance, support, and updates to that certain software known as Sycle.net (the "**Sycle Software**") to provide hearing aid practice management services to Amplifon and to the Franchisees of Amplifon's subsidiaries (collectively all the foregoing services and deliverables, the "**Vendor Applications**").

B. MIRACLE-EAR, as a subsidiary of Amplifon, has the right to offer the Vendor Applications to all its Franchisees.

C. MIRACLE-EAR and FRANCHISEE executed that certain Franchise Agreement dated _____, (the "**Franchise Agreement**") as it may be amended and renewed from time to time.

D. MIRACLE-EAR is willing to grant FRANCHISEE a limited sublicense to access and use the Vendor Applications solely in the operation of FRANCHISEE's business pursuant to the terms and conditions set forth hereunder and in the Franchise Agreement. FRANCHISEE desires to acquire from MIRACLE-EAR a limited sublicense to access and use the Vendor Applications, subject to all of the terms, covenants, and restrictions set forth in this Agreement and further subject to the provisions under the Franchise Agreement.

In consideration of the foregoing and the mutual covenants and reliance of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not defined in this Agreement, including the Recitals, have the meanings given to them in the Franchise Agreement.

2. Limited Sublicense; Services; Required Equipment.

a. MIRACLE-EAR hereby grants FRANCHISEE a nonexclusive limited sublicense to access and use the Vendor Applications, as the same may be modified, updated, and supplemented from time to time, subject to all of the terms, conditions, covenants, obligations, and restrictions set forth herein, in any other agreement that may apply to the Vendor Applications, and in the Franchise Agreement. The Vendor Applications shall be accessed and used by logging on to a website owned or controlled by Amplifon. The parties acknowledge and agree that the website will be hosted by a third party (the "**Third-Party Host**") as determined by Amplifon. MIRACLE-EAR shall provide FRANCHISEE with the codes, passwords, and all other information necessary

for FRANCHISEE to access and use the Vendor Applications. FRANCHISEE acknowledges that this limited sublicense does not entitle FRANCHISEE to receive or make copies of any programs, or copies of any design specifications, logic diagrams, flow charts, source code listings, object code listings, or any other similar programming documentation.

b. In connection with the limited sublicense hereunder, FRANCHISEE will receive the following: (i) a limited, nonexclusive sublicense to use the Sycle Software; (ii) certain data security protection from Third-Party Host, while the website used to access the Vendor Applications is hosted by a secured hosting service owned or controlled by Third-Party Host; (iii) support desk from MIRACLE-EAR for certain software issues; (iv) support from Sycle, as negotiated between Amplifon and Sycle, for certain web application issues; and (v) the Noah integration with Sycle software, and support therefore. FRANCHISEE shall be solely responsible for (a) all Internet or high speed Internet help and support needed by FRANCHISEE, (b) all software support not directly related to the Sycle Software, and (c) all computer hardware support needed by FRANCHISEE, and neither MIRACLE-EAR, Amplifon, nor Sycle shall have any obligation to provide to FRANCHISEE any help or support on these items.

c. FRANCHISEE acknowledges and agrees that in order to receive, access, and use the Vendor Applications, FRANCHISEE shall have, at all times during the term of this Agreement, (i) the following minimum hardware/connection requirements: memory: 8 GM of ram, CPU required: 2.3 Ghz (Core i5), operating versions: Windows 10 and Professional (64 Bit), web browser versions: Microsoft Edge or Chrome Version 109; (ii) High speed Internet connection – 20 + mbps download and 3 mbp s upload speed; (iii) open firewalls to allow access to, and operation of, the Vendor Applications; and (iv) pop up blockers for the access and use of the Vendor Applications.

3. Sole Purpose of the Limited Sublicense. FRANCHISEE shall access and use the Vendor Applications only in the operation of its business under the Franchise Agreement. During the term of this Agreement and unless and until MIRACLE-EAR restricts access to the Vendor Applications to FRANCHISEE as provided below, FRANCHISEE must access and use the Vendor Applications in the operation of its business and its obligations under the Franchise Agreement for its locations open to the public more than one day every week ("**FRANCHISEE's Centers**"). FRANCHISEE may also use the Vendor Applications in the operation of its business under the Franchise Agreement for its locations that are open to the public one day every week or less ("**FRANCHISEE's Service Centers**"). FRANCHISEE agrees that MIRACLE-EAR may access and use the information uploaded by FRANCHISEE using the Sycle Software, including, without limitation, customer files and sales data.

4. Fees; Interests.

a. FRANCHISEE shall pay a monthly fee equal to the amount negotiated by Sycle and Miracle-Ear, currently $101.41 for each of FRANCHISEE's Full-Time Centers (open thirty-two (32) hours or more per week) or Part- Time Centers (open eight (8)–thirty-two (32) hours per week) and $40.13 for each of FRANCHISEE's Service Centers open and in operation under the Franchise Agreement (the "**Access Fee**"), subject to yearly increases in accordance with changes in the Consumer Price Index. The total monthly Access Fee shall be calculated based on the number of FRANCHISEE's Full-Time and Part-Time Centers plus the number of

FRANCHISEE's Service Centers for which FRANCHISEE elects to have access to the Vendor Applications. The Access Fee shall accrue for FRANCHISEE locations even if FRANCHISEE does not access and/or use the Vendor Applications, including those cases where MIRACLE-EAR restricts FRANCHISEE's access to the Vendor Applications pursuant to Sections 4.b and 7.b below. The total monthly Access Fee shall be paid no later than ten (10) days after the end of each calendar month. If requested by MIRACLE-EAR, FRANCHISEE shall make payment by wire transfer or such other method as reasonably requested. FRANCHISEE acknowledges and agrees that the Access Fee is compensation solely for the limited sublicense and services that FRANCHISEE will receive under this Agreement, and it does not include all other fees payable by FRANCHISEE to third parties in connection with FRANCHISEE's computer system, including fees for Internet or high speed Internet access, all of which shall be FRANCHISEE's sole separate responsibility.

b. If FRANCHISEE fails to pay any amounts when due, MIRACLE-EAR may charge interest every month on any outstanding balance at a rate equal to the lesser of one and a half percent (1.5%) or the maximum rate permitted by law. Also, in addition to any other remedies to which MIRACLE-EAR may be entitled, MIRACLE-EAR may suspend FRANCHISEE's access to the Hosting Services if any amount is not paid when due.

5. Ownership of Intellectual Property. The Vendor Applications, including the Sycle Software, and all documentation, materials, and information delivered to or learned by FRANCHISEE from accessing the Vendor Applications are the sole and exclusive property of Sycle, Amplifon, or MIRACLE-EAR, as determined under the Sycle Agreement. FRANCHISEE shall not make or attempt to make any modification, correction, or change to the Vendor Applications or any part thereof. FRANCHISEE shall not copy or duplicate the Vendor Applications or any part thereof. FRANCHISEE shall not make available or allow any third party to have access to the Vendor Applications or any documentation or information related thereto, unless otherwise authorized in writing.

6. Further Covenants by FRANCHISEE. FRANCHISEE agrees and covenants to the following: (a) FRANCHISEE shall follow all instructions (including third parties' instructions) furnished by MIRACLE-EAR or Sycle in connection with the Vendor Applications, including complying with any terms of use- or click- through agreements appearing on the website; (b) FRANCHISEE shall promptly report any malfunction, errors, or interruptions in operation of the Vendor Applications to MIRACLE-EAR; and (c) FRANCHISEE shall take such action as may be necessary (whether by instruction, agreement, or otherwise) so as to enable FRANCHISEE to satisfy its obligations hereunder.

7. Restrictions to FRANCHISEE's Access and Use of the Vendor Applications; Restrictions to Access and Use of the Vendor Applications; Confidentiality; Indemnity.

a. In addition to any other obligations hereunder, FRANCHISEE agrees that this Agreement authorizes FRANCHISEE to use the Vendor Applications subject to the following restrictions (collectively, the "**Restrictions**"): (i) FRANCHISEE shall use the Vendor Applications only in the conduct of its business as required under the Franchise Agreement; (ii) FRANCHISEE shall not duplicate or copy the Vendor Applications or any part thereof in any manner (electronically or otherwise), or translate or transfer the same electronically into any other machine readable or

printed form; and (iii) FRANCHISEE shall observe all the terms, conditions, and restrictions that Sycle may impose in connection with the access or use of the Vendor Applications.

b. In addition to the provisions under Section 9.b below, if FRANCHISEE fails to observe any of the Restrictions, MIRACLE-EAR may immediately restrict FRANCHISEE's access to the Vendor Applications for as long as MIRACLE-EAR deems it appropriate.

c. FRANCHISEE has confidentiality obligations under the Franchise Agreement. FRANCHISEE acknowledges and agrees that those confidentiality obligations shall also apply to all Confidential Information created or delivered pursuant to or related to this Agreement. Furthermore, FRANCHISEE agrees to obtain confidentiality agreements in the form attached as an Exhibit to the Franchise Agreement from all employees, agents, representatives, third-party suppliers, and all other individuals or entities who utilize or may have access to any Confidential Information and FRANCHISEE must provide executed copies of these agreements to MIRACLE-EAR prior to giving access to these individuals or entities to any Confidential Information.

d. FRANCHISEE agrees to defend, indemnify, and hold MIRACLE-EAR and MIRACLE-EAR's affiliates, and each of their respective past and present shareholders, officers, directors, employees, agents, insurers, attorneys, successors, and assigns (the "**Released Parties**") harmless from any and all claims, lawsuits, complaints, causes of action, obligations, and liabilities, including reasonable attorneys' fees (collectively "**Claims**") arising in any way from or related to (i) FRANCHISEE's access or use of the Vendor Applications; (ii) the placement or transmission of any message, information, software, or other materials through the Vendor Applications by FRANCHISEE or users of FRANCHISEE's account; (iii) any violation of the Restrictions by FRANCHISEE or users of FRANCHISEE's account; or (iv) FRANCHISEE's negligence or willful misconduct in connection with the access or use of the Vendor Applications. The foregoing includes all Claims whether known or unknown, or anticipated or unanticipated.

8. Disclaimer of Warranties. THE LIMITED SUBLICENSE HEREUNDER IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE VENDOR APPLICATIONS. SPECIFICALLY, MIRACLE-EAR DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (i) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND (ii) ANY WARRANTIES OF TITLE, WARRANTIES OF NON-INFRINGEMENT, AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE DISCLAIMERS OF LIABILITY APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. NEITHER MIRACLE-EAR NOR ANY OF ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, OR CONTENT OR SERVICE PROVIDERS SHALL BE LIABLE TO FRANCHISEE OR OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT,

INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY. IN THE EVENT THAT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SET FORTH ABOVE IS DECLARED INVALID BY A COURT OF COMPETENT JURISDICTION, THE RESPECTIVE LIABILITY OF MIRACLE-EAR, ITS EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, AFFILIATES, AND CONTENT OR SERVICE PROVIDERS RESPECTIVE LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

9. Term; Termination.

a. Except as provided in the next paragraph, this Agreement shall remain in effect until the earlier of (i) the expiration or termination of the Franchise Agreement or (ii) the termination or expiration of the Sycle Agreement. FRANCHISEE acknowledges that (a) if the Sycle Agreement is terminated this Agreement will automatically terminate because MIRACLE-EAR will no longer have the ability to offer the limited sublicense granted hereunder and (b) MIRACLE-EAR is not a party to the Sycle Agreement and, therefore, MIRACLE-EAR has no control over the termination or non-termination of the Sycle Agreement.

b. Notwithstanding anything in the prior paragraph, this Agreement may be terminated at any time as follows: (i) by MIRACLE-EAR in the event of a breach of this Agreement by FRANCHISEE, unless FRANCHISEE has cured its breach within thirty (30) days after receiving written notice of the breach from MIRACLE-EAR; or (ii) by MIRACLE-EAR immediately if MIRACLE-EAR reasonably believes that any act by FRANCHISEE may be illegal, may jeopardize MIRACLE-EAR's operations, or may trigger the termination of the Sycle Agreement. Nothing herein shall limit or otherwise qualify MIRACLE-EAR's rights under Sections 4.a or 7.b above.

c. Upon termination or expiration of this Agreement for any reason FRANCHISEE shall immediately cease accessing and using the Vendor Applications and MIRACLE-EAR shall have the right to take any actions MIRACLE-EAR deems appropriate to prevent FRANCHISEE from accessing and using the Vendor Applications.

10. Attorneys' Fees. In any legal proceeding before a court, an arbitrator, or other tribunal the prevailing party shall be entitled to recover, in addition to any judgment, its reasonable legal fees, witness fees, accounting fees, and other expenses reasonably incurred in the prosecution and/or defense of such proceeding and in the collection or enforcement of such judgment. This Section shall survive the termination of this Agreement.

11. Remedies; Enforcement.

a. Except to the extent (i) MIRACLE-EAR seeks injunctive relief pursuant to Section 11.b below, (ii) MIRACLE-EAR is a party to litigation brought by third parties as a direct or indirect result of or in connection with the operation of FRANCHISEE's business, or (iii) this Agreement terminates immediately pursuant to the provisions herein, MIRACLE-EAR and FRANCHISEE agree to attempt to resolve disputes between them involving this Agreement. If either party alleges

a dispute against the other for any reason (other than for matters described in clauses (i) through (iii) above), such party shall submit a written statement of dispute, together with an explanation of its position and a request for a face-to-face meeting, or a telephone conference, to the opposing party. The parties shall then meet in person or telephonically within the next seven (7) days in an effort to negotiate a settlement to the dispute. Any face-to-face meeting shall be held in Minneapolis, Minnesota unless the parties mutually agree otherwise, in writing.

In the case of a dispute over monies past due and owing or any other grounds for termination described in any default or termination notice issued by MIRACLE-EAR for which a cure period is provided, FRANCHISEE must submit its written statement of dispute and position within fourteen (14) days of receipt of the default or termination notice. The submission of a statement of a dispute and position by FRANCHISEE in response to such notice for monies past due and owing shall not toll any cure period set forth in such notice.

At least one principal of each party, with authority to settle the dispute, shall attend the meeting or participate in the telephone conference. If the dispute is not resolved during the meeting or telephone conference, either party may commence legal proceedings against the other party, providing the claim was raised in that party's written statement of dispute or response. All matters, allegations, and documents will be confidential and will not be disclosed to any other person or entity by either party.

b. FRANCHISEE acknowledges that any violation to the Restrictions will cause MIRACLE-EAR irreparable injury and FRANCHISEE hereby accordingly consents to the entry without bond or security of an order by any court of competent jurisdiction for specific performance of, or for an injunction against violation of, the Restrictions. Furthermore, FRANCHISEE acknowledges and agrees that MIRACLE-EAR's irreparable injury caused by FRANCHISEE's breach of the Restrictions will be difficult to determine. However, as an estimate of the injury, FRANCHISEE agrees to pay to MIRACLE-EAR $1,000 per day for each day FRANCHISEE is in breach of the Restrictions, such payment to be as liquidated damages and not as a penalty; provided, however, that any such payments received by MIRACLE-EAR shall be offset against any monetary judgment which may be finally awarded to MIRACLE-EAR and directly attributable to such non-compliance by FRANCHISEE.

c. MIRACLE-EAR and FRANCHISEE agree to waive, to the fullest extent permitted by law, the right to or claim for any exemplary damages against the other and agree that in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it.

d. MIRACLE-EAR and FRANCHISEE agree to waive, to the fullest extent permitted by law, any and all rights to a trial by jury in connection with the enforcement or interpretation of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation, or similar causes of action, or any legal action initiated for the recovery of damages for breach of this Agreement.

e. This Agreement and all controversies arising hereunder or out of the relationship between the parties shall be construed under, governed by, and interpreted in accordance with the laws of the State of Minnesota (except as otherwise dictated by Franchisee statutes applicable in the Territory); provided, however, FRANCHISEE waives, to the fullest extent permitted by law, the

rights and protections that may be provided through the Franchisee or business opportunity laws of any state other than the state in which the Territory is located. This Agreement shall be deemed to be amended from time to time as may be necessary to bring any of its provisions into conformity with valid applicable laws or regulations. Any cause of action, claim, suit, or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties shall be brought in the Federal District Court for the District of Minnesota or in Hennepin County District Court, Fourth Judicial District, Minneapolis, Minnesota. MIRACLE-EAR and FRANCHISEE irrevocably admit to, and consent to, the exclusive jurisdiction of said courts. The provisions of this Section 11.e shall survive the termination of this Agreement.

f. No right or remedy conferred upon or reserved to MIRACLE-EAR or FRANCHISEE by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

12. Severability and Construction.

a. The parties agree that each of the provisions of this Agreement shall be construed as independent of any other provision of this Agreement. If all or any portion of any provision of this Agreement is held unreasonable or unenforceable by a court or tribunal having jurisdiction in an un-appealed final decision to which MIRACLE-EAR is a party, FRANCHISEE expressly agrees to be bound by any lesser obligation subsumed within the terms of such provision that imposes the maximum obligation permitted by law, as if the resulting provision were separately stated in and made a part of this Agreement.

b. All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provisions hereof.

c. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery of an executed copy of this Agreement by facsimile, PDF, e-mail, electronic signature or other means of electronic communication will be deemed to be delivery of an original of this Agreement and as effective as delivery of a manually executed counterpart.

The parties have executed this Sublicense to Access and Use Agreement in a manner appropriate to each, to be effective as of the date first written above.

MIRACLE-EAR, INC.	**FRANCHISEE**
By:_____	By:_____
Emiliano Di Vincenzo	Printed Name:_____
Executive Vice President Americas of Amplifon (USA), Inc.	Title:_____

Exhibit K

MATERIAL OPERATIONAL CHANGES

Material Operational Changes

Material operational changes requiring FAC Approval refers only to changes to the operational standards referenced in the Sections listed below. For the avoidance of doubt, any other Operations Manual changes that would have the effect of materially modifying the operational standards referenced in the Sections below, shall also require FAC Approval.

Sections 1.3: Development of Centers, as to the definition of Full-Time and Part-Time locations.

Sections 1.5.1.2: Distribution and Sale of Ear Care Products and Accessories, as to the categories of Branded Accessories to be distributed or sold by Miracle-Ear.

Section 2.2.7: Renewal, as to criteria for additional development.

Section 7.1: Operating Standards, as to revisions for changes to the other sections listed in this Exhibit K.

Section 7.3: Required Products, as to new product lines including, but not limited to, OTC.

Section 7.4: Required Services, as to new categories of services or free services.

Section 7.5: Limitation on Used Products, as to the minimum percentage discount and as to *additional* guidelines regarding the sale of Used Aids.

Section 7.9: Customer Service Standards, as to required customer assistance in care and use of Products, as to changes in customer warranty policies and programs, and as to minimum service and appearance standards.

Section 7.10: Customer Satisfaction Ratings, as to increases or changes in minimum customer satisfaction ratings or the way customer satisfaction is measured.

Section 7.14: Minimum Performance Requirement, as to changes in the Minimum Performance Requirement appeals process and as to how the minimum penetration percentage is calculated.

Section 10.1: Standards of Operation, as to revision for changes to the other sections listed in this Exhibit K.

Section 12.7: Approval of Advertising Materials, as to the process for submitting advertisements for approval.

Section 13.1: Reporting, as to changes in the bookkeeping, accounting, or recordkeeping system.

EXHIBIT D

AMPLIFON HEARING HEALTH CARE PROVIDER AGREEMENT

AMPLIFON NETWORK PARTICIPATION AGREEMENT

This Network Participation Agreement ("Agreement") is entered into on _____, ("Effective Date") by and between _____, ("Participant") and **Amplifon Hearing Health Care, Corp.**, ("Amplifon"), referred to herein individually as "Party" and collectively, the "Parties".

WHEREAS Amplifon contracts with various entities and persons, including, but not limited to, insurance carriers, self-insured employers, member health programs, unions, associations, and workers' compensation programs (collectively referred to as "Payers") to provide Payers' employees, members, and clients access to the Amplifon hearing health care products and services discount program and network of hearing health care providers ("Program"); and

WHEREAS Amplifon maintains a network of hearing health care providers ("Network") to provide audiology diagnostic services and hearing aid fitting, evaluation, and dispensing services ("Covered Services"); and

WHEREAS Participant employs or otherwise contracts with hearing health care professionals ("Providers") to provide hearing health care services and products to patients and desires to join the Amplifon Network to provide **Covered Services to Amplifon patients ("Members").**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. PARTICIPANT RESPONSIBILITIES

1.1 Program Participation. Participant agrees to provide Covered Services to Members in accordance with the terms and provisions of this Agreement, the Amplifon Resource Manual, Program policies and procedures, the Amplifon Group Code of Ethics, the Amplifon Americas Standards of Conduct, the Amplifon SpA Group AntiCorruption Policy, and Network participation requirements ("Amplifon Materials") incorporated into this Agreement by reference. Participant understands and acknowledges that it is providing Covered Services to Members and shall obtain the appropriate authorization and documentation from Amplifon prior to providing Covered Services to Members. Participant acknowledges and agrees that it and its providers' participation in the Amplifon Network and Program are dependent on being successfully credentialed by Amplifon and not solely on the execution of this Agreement.

1.2 Member Care. Participant shall provide Covered Services to Members in a culturally competent manner that is consistent with professionally recognized standards of care. Participant shall provide Covered Services without discrimination in the access to, treatment of, or quality of service rendered to Members on the basis of age, sex, marital status, sexual orientation, ethnicity, national origin, religion, health status, disability (mental or physical), or payment source. If Amplifon is prohibited by applicable state law and/or an agreement between Amplifon and a Payer, from paying Participant for Covered Services, all or in part, Participant shall nevertheless provide Covered Services to Member for the duration of the period for which premium payments have been made to the Payer by Member. The provision of this Section 1.2 shall survive the termination of this Agreement.

1.3 Refitting and Follow up Hearing Services. As further described in the Amplifon Materials, Participant shall provide each Member with re-fitting and other necessary follow-up services for a period of twelve (12) months following the initial fitting. These services shall be provided at no additional cost to the Member and shall be provided

notwithstanding any termination of this Agreement. For additional services and items that are not specific to the hearing aid product (e.g., additional diagnostic testing and replacement earmolds), Participant agrees to apply Participant's usual and customary charge with the required discounts specified by Amplifon. The provision of this Section 1.3 shall survive the termination of this Agreement.

1.4 Hearing Aid Returns. Participant shall permit any eligible Member to return any hearing aid product for any reason within sixty (60) days of the fitting date. Upon such return, Participant shall notify Amplifon in writing of the return and shall immediately return the hearing aid product to the appropriate manufacturer in accordance with the manufacturer's return policies. Amplifon shall provide the Member a full refund after receiving notice from the manufacturer that the hearing aid product has been returned. Participant shall refund to Amplifon all amounts received from Amplifon in connection with the returned hearing aid product. Participant shall pay Amplifon such refund within thirty (30) days of the Member's return of the hearing aid product. The provision of this Section 1.4 shall survive the termination of this Agreement.

1.5 Amplifon Credentialing Requirements. During the term of this Agreement, Participant shall comply with, and shall cause all Providers that may provide Covered Services to Members under this Agreement to comply with, Amplifon's credentialing and re-credentialing programs and requirements, including the completion of all required conflict of interest disclosures (see e.g., Attachment 1). Participant shall maintain at all times, all licenses, certifications, and credentials specified under federal, state, and local law, including, without limitation, all laws and regulations governing reimbursement under the Medicare program.

1.6 Provider Participation. Participant shall make known to Amplifon all Providers that may provide Covered Services to Members under this Agreement and will ensure all Providers are fully credentialed by Amplifon no later than sixty (60) days after the Provider is made known to Amplifon. Covered Services performed by Providers not fully credentialed within sixty (60) days of being made known to Amplifon may not be paid. Participant acknowledges and agrees that it shall be solely responsible for ensuring its Providers comply with Amplifon Program requirements, as documented in the Amplifon Materials and this Agreement, and Amplifon credentialing requirements, including but not limited to, continuing education credits to maintain state licensure to practice. Participant shall provide proof of continuing education credit and annual evidence of license and certification renewal of each participating Provider upon request by Amplifon.

1.7 Hearing Aid Dispensing/Audiology Obligations. Participant acknowledges and agrees that it shall be solely responsible for ensuring that all hearing aid products dispensed to Members by Participant or Participant's Providers are dispensed in accordance with applicable federal and state laws and regulations governing hearing aid dispensing and audiology, including, without limitation, laws and regulations requiring medical examinations and/or medical examination waivers prior to dispensing, use of appropriate equipment, hearing aid product purchase agreements and receipts, and notification of return rights.

1.8 Member Records. Participant shall maintain detailed and accurate records of all services performed for and all products sold or supplied to Members. Participant shall ensure the confidentiality of such records and shall release such information only in accordance with state and federal law, or as required to fulfill its obligations under this Agreement. Where applicable, Participant shall certify to their best knowledge, information, and belief, as to the accuracy, completeness, and truthfulness of encounter data pertaining to Covered Services provided to Members.

1.9 Access to Records. Participant shall retain and permit Amplifon, any state or federal agency, including, but not limited to, the Amplifon States Department of Health and Human Services, the Comptroller General of the Amplifon States, Centers for Medicare and Medicaid Services ("CMS"), or their designees, to audit, evaluate, and inspect all medical, billing, evaluation, utilization, and other records of Participant to the extent that such records relate to any aspect of the Covered Services provided to Members, to the extent allowed by applicable law. This right to inspect and audit shall extend no less than ten (10) years from the later of (1) the last day of the calendar year in which the books or records were created, (2) the date of completion of any audit relating to those books and records

by the Department of Health and Human Services, the Comptroller General, CMS or their designees, or (3) such other date determined by CMS in accordance with its regulatory authority. To the extent requested by state or federal officials under their regulatory authority, Participant shall furnish copies of such books and records to Amplifon at no charge. Participant shall provide access to and make available its premises, physical facilities and equipment to state and federal authorities for audit and compliance review purposes. The provisions of this Section 1.9 shall survive the termination of this Agreement.

1.10 Quality Improvement Review. Participant shall participate in and fully cooperate with any quality improvement review implemented by Amplifon, any Payer, or any independent quality review and improvement organization with which a Payer contracts.

1.11 Member Complaints and Disputes. All complaints concerning Participant shall be addressed in accordance with the procedures specified in the Amplifon Materials.

1.12 Insurance. Participant shall carry and retain malpractice and professional liability insurance in the amount of at least $1 million per occurrence/$3 million in the aggregate for each of its participating Providers, and Participant shall supply to Amplifon evidence of such coverage annually or as otherwise requested by Amplifon.

1.13 Compliance with Laws and Rules. Participant acknowledges that certain Payers contracted with Amplifon are obligated under Medicare Advantage Plans to oversee and be accountable to CMS for the services provided and activities performed by Participant pursuant to this Agreement. Participant shall comply with (1) Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 84, (2) the Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91, (3) the Rehabilitation Act of 1973, (4) the Americans With Disabilities Act, (5) all laws applicable to recipients of federal funds, and (6) all other state and federal laws and rules applicable to the Covered Services provided under this Agreement. Participant shall cooperate and participate in Amplifon's efforts to comply with applicable statutory and regulatory requirements to the extent reasonably requested by Amplifon. With respect to any Medicare Advantage Plan, Participant shall provide all Covered Services to Members and perform all other activities required by this Agreement consistent with and in compliance with the Payer's policies and procedures and its contractual obligations to CMS. To the extent that any Medicare Advantage Plan delegates any functions or activities to the Participant, Participant understands that such Plan may only delegate such functions or activities in a manner consistent with the requirements of 42 CFR 422.504(i)(4). With respect to Covered Services provided under this Agreement to Members enrolled in Medicare Advantage Plans, Participant agrees to comply with the provisions of Exhibit A, Medicare Advantage Regulatory Requirements Exhibit.

1.14 Office System Requirements and Accessibility. The Participant must have phone, fax, and internet service at all locations Covered Services are provided to Members. Participant shall meet or exceed any accessibility standards applicable to Participant that are set forth in the Amplifon Materials or as required by state or federal law.

1.15 Non-interference and Non-Disparagement. During the term of this Agreement and thereafter, Participant shall not engage in any conduct that in any way causes any Payer to alter, modify, or terminate its relationship with Amplifon. Participant agrees that during the term of this Agreement neither Participant nor their Providers shall, in any communications with the press or other media, or any customer, Member, client or supplier of Amplifon, or any Amplifon affiliates, criticize, ridicule, or make any statements which disparage or are derogatory of Amplifon Hearing Health Care, Corp., Amplifon employees, the Amplifon Program or its parent company or affiliates.

2. AMPLIFON RESPONSIBILITIES

2.1 Claims. When Covered Services are paid for by a Payer, Amplifon shall process or forward each completed claim form or receipt of delivery submitted by Participant to Amplifon to the Payers or the applicable Members pursuant to the requirements specified in the Amplifon Materials.

2.2 Communications with Payers. Amplifon shall act as the liaison between Participant and Payers to assist Participant in resolving payment and eligibility issues directly related to Members.

2.3 Payment to Participant. In accordance with the terms specified in the Amplifon Materials, Amplifon shall pay Participant all amounts as specified in Section 3 of this Agreement, Amplifon Materials, or as otherwise determined by Amplifon. Amplifon shall ensure that claims for which it is financially responsible relating to services furnished by Participant under a Medicare Advantage Plan are processed (i.e., paid or denied) within no more than sixty (60) days after Amplifon receives the claim, unless other terms or a different timeframe is required by CMS. Participant shall accept the amounts specified in this Section 3 of this Agreement, Amplifon Materials, or as otherwise determined in writing by Amplifon, as full payment for Covered Service provided to Members.

2.4 List of Participants. Amplifon shall provide to the Payers, with the frequency specified by the Payers, a listing of fully credentialed Participants, including Providers qualified to provide Covered Services to Members, for Payer's use in their directories.

2.5 Amplifon Materials. Amplifon shall maintain the Amplifon Materials, as well as supplementary information and requirements. Amplifon Materials may be amended by Amplifon from time to time, with or without notice to Participant. Amplifon Materials shall be available to Participant on Amplifon's website or provided to Participant upon request.

3. CLAIMS AND PAYMENTS.

3.1 Claims Submission. Participant is responsible for initiating the payment process by completing and submitting claim and authorization forms to Amplifon, as more fully described in the Amplifon Resource Manual. Forms shall be sent to Amplifon as specified in this Section 3, or as otherwise required by Amplifon. All forms must be submitted within the timeframe specified in the Amplifon Materials.

3.2 Payment for Covered Services. Participant shall be compensated for Covered Services as described in the Amplifon Materials. Participant cannot bill, charge, collect a deposit, seek compensation, remuneration or reimbursement from, or maintain any action at law or pursue any other recourse against, or make any surcharge upon, a Member or other person acting on a Member's behalf (other than Amplifon) for any amounts that the Payer or Amplifon is responsible to pay. If Amplifon receives notice of any collection by Participant of funds in excess of allowable amounts, it may take appropriate action, including, but not limited to, terminating this Agreement for cause and requiring the immediate refund of any amounts collected from the Member.

3.3 Billing Members. Participant may bill or charge Members only (1) those amounts detailed in the Amplifon Materials, and (2) for Hearing Services and Products that are not covered by the Members' Plan ("NonCovered Services"). Prior to rendering Non-Covered Services, Participant shall obtain a written agreement from the Member that the Member will be solely liable for payment of the Non-covered Services. Participant shall not bill or charge Members or Amplifon for Covered Services that the Participant does not normally charge for.

3.4 Billing Services Fee. Participant acknowledges that for those Plans for which Amplifon provides billing services, Amplifon will retain either a flat fee or a certain percentage of the negotiated reimbursement for the Covered Services, as further described in the Amplifon Materials.

3.5 Payment for Hearing Aids. Participant acknowledges that Members are to pay Amplifon directly for hearing aids dispensed to Members under this Agreement. Participant shall obtain such payment from Members and forward Member payment, along with applicable documentation containing the Member's payment information to Amplifon within 24 hours of fitting the hearing aid(s). If Participant fails to forward the required documentation and/or a hearing aid payment to Amplifon as specified in this Section, Participant shall be considered in breach of this Agreement and Amplifon may seek all remedies at law and equity available to Amplifon. Without limiting the

foregoing, Amplifon may withhold any amounts owed by Amplifon to Participant under this Agreement until Amplifon receives hearing aid payment or payment information owed by Participant to Amplifon.

3.6 Coordination of Benefits. Participant must notify Amplifon when Participant learns that a Member has benefit coverage other than the coverage presented at the initial time of referral or when a Member elects such benefit coverage over their health plan.

3.7 Survival. This Section 3.0 shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Members and that this provision supersedes any oral or written agreements to the contrary now existing or hereafter entered into between Participant and a Member or person acting on behalf of a Member. Any modification, addition, or deletion to the provisions of this section shall become effective on a date no earlier than 15 days after (1) the applicable state regulatory agency has received written notice of such proposed changes and (2) the CMS has approved, in writing, such proposed change (in the case of any Medicare Advantage Plan).

4. TERM AND TERMINATION

4.1 Term. This Agreement shall be in effect on the Effective Date and shall remain in effect until terminated under the terms of this Section 5 or superseded by another written agreement between the parties.

4.2 Termination. Termination of this Agreement for any reason shall mean that Participant and its participating Providers are removed from the Amplifon Network and Members shall no longer be referred to Participant for Covered Services upon either party's receipt of a notice of termination.

a. This Agreement may be terminated by the Parties as follows:

(i.) Immediately by Amplifon with or without cause upon written notice to Participant or as otherwise mutually agreed upon by the parties; or

(ii.) By Participant without cause upon ninety (90) day written notice to Amplifon; or;

(iii.) With cause, by either or party, upon providing a written notice specifying the default and providing thirty (30) days to cure ("Cure Period") the default. If the default is not cured within the Cure Period, the non-defaulting party may terminate the Agreement immediately upon written notice to the defaulting party; or

b. Upon termination, Members will be directed to other Amplifon network participating providers for all Hearing Services and Products.

5. COMPLIANCE WITH DATA PRIVACY AND SECURITY REQUIREMENTS

5.1 Services Involving Patient Information. Participant and Amplifon acknowledge that the services performed under this Agreement may involve their receipt, use, disclosure, transmission, maintenance, or creation of individually identifiable health information. Use of this individually identifiable health information on behalf of the other party may create a Covered Entity and Business Associate relationship. Under such relationship certain federal, state, and local laws apply for the use and protection of the privacy and security of individually identifiable health information, including but not limited to, the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"). The parties intend that this Section 5 comply with the requirements of the HIPAA and HITECH Acts and both parties agree to comply with the HIPAA Rules as outlined in this Section 5 as directly applicable to them.

5.2 Definitions. Terms used, but not otherwise defined in this Section 5, shall have the same meaning as those terms in the HIPAA Rules, including the following terms: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use. Terms defined in this Section 5 are as follows:

a. "Electronic Protected Health Information" or "ePHI" shall mean protected health information that is transmitted by or maintained in electronic media.

b. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules set forth at 45 CFR Part 160 and 164, as may be amended from time to time.

c. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as amended by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act").

e. "Protected Health Information" (referred to herein as "PHI") shall have the same meaning as the term "protected health information" in 4 CFR 160.103, limited to the information created, received, transmitted, or maintained by Business Associate on behalf of Covered Entity.

f. "Security Rule" shall mean the Security Standards at 45 CFR Part 160 and Part 164, Subparts A and C.

g. "Breach" means the unauthorized access to, or acquisition of, Use or Disclosure of PHI in any form that violates the HIPAA Rules and the Covered Entity or the Business Associate cannot demonstrate a low probability of compromise of the privacy and security of the PHI through a risk assessment as provided by HHS. The term "breach" does not include those circumstances as provided for by the HIPAA Rules.

h. "Covered Entity" shall have the same meaning as the term "covered entity" in 45 CFR 160.103. A Covered Entity includes any person or entity that is a health plan, health care clearinghouse, or health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA.

i. "Business Associate" as defined in 45 CFR 160.103, is any person or entity who is not part of the covered entity's workforce and, on behalf of the covered entity; creates, receives, maintains, or transmits protected health information for a function or activity regulated by HIPAA, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and re-pricing; or provides legal, actuarial, accounting, consulting, data aggregation (as defined in 45 CFR 164.501), management, administrative, accreditation, or financial services to or for a Covered Entity, or to or for an organized health care arrangement in which the covered entity participates, where the provision of the service involved the disclosure of protected health information.

5.3 Use and Disclosure of PHI. The parties agree to only Use or Disclose PHI for the purposes as permitted or required by this Agreement including, but not limited to, the;

a. Use of PHI to perform functions, activities, or services for or on behalf of itself or the other party as specified in this Agreement, provided that such Use or Disclosure would not violate the Privacy Rule if done by a Covered Entity; or

b. Use or Disclosure of PHI for the proper management and administration of the Participant or Amplifon provided that;

i. The Use or Disclosure is Required By Law; or

ii. the party obtains reasonable assurances, prior to disclosure, from the person to whom the information will be disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Participant or Amplifon of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Use and Disclosure of, as well as requests for, PHI are in accordance with the Minimum Necessary Standard under the Privacy Act.

d. Use of PHI for Data Aggregation services related to the health care operations of the other party as permitted by 45 CFR 164.504(e)(2)(i)(B) if so requested by the other party.

5.4 De-Identification of PHI. Either party may de-identify any and all PHI, provided that such deidentification is performed in accordance with 45 CFR 164.514(b), and provided that any code or other means of record identification is not disclosed or maintained that would allow de-identified information to be re-identified.

5.5 Safeguards. The parties agree to use appropriate administrative, physical and technical safeguards to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement, and to comply with the applicable provisions of 45 CFR Part 164, Subpart C with respect to Electronic Protected Health Information.

5.6 Mitigation. The parties agree to mitigate, to the extent practicable, any harmful effect that is known to each party of a use or disclosure of Protected Health Information performed by the party that is in violation of the requirements of this Section 5, including any Breach.

5.7 Agents and Subcontractors. Participant and Amplifon agree, when acting as a Business Associate to the other party, to ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits the other party's PHI on the acting party's behalf, agrees to the same restrictions and conditions that apply with respect to such information, including, without limitation, restrictions, conditions, and requirements regarding implementation of reasonable and appropriate safeguards to protect Electronic Protected Health Information, and to notify the acting party of Breaches and other improper Uses or Disclosures of Protected Health Information.

5.8 Designated Record Set. In the event either party maintains Protected Health Information in a Designated Record Set on behalf of the other party, the parties agree to;

a. provide access to the Protected Health Information in a Designated Record Set to the other party within Ten (10) business days of receipt of a request, in the manner determined by the requesting party, or as directed by the requesting party to an Individual in order to meet the requirements under 45 CFR 164.524. In the event that an Individual makes a request for access directly to the party maintaining the PHI in a Designated Record Set on behalf of the other party, the maintaining party shall notify the other of such request within Three (3) business days of receipt of the request; or

b. make any amendment(s) to the Protected Health Information in a Designated Record Set that the other party directs or agrees to pursuant to 45 CFR 164.526, at the request of the other party or an Individual, within Twenty (20) business days of the other party's request for such an amendment. In the event a request for an amendment is made directly to the party maintaining the PHI in a Designated Record Set by an Individual, the maintaining party will notify the other party of such request within Three (3) business days of receipt of the request.

5.9 Access and Inspection. Participant and Amplifon agree to make internal practices, books, and records, including policies and procedures related to the Use and Disclosure of PHI received from, or created or received or maintained by either party on behalf of the other, creating a Covered Entity to Business Associate relationship, available to the other party, or to the Secretary, for purposes of the Secretary determining Participant or Amplifon's compliance with the HIPAA Rules.

5.10 Accounting of Disclosures. The parties agree to document such disclosures of PHI and information related to such disclosures as would be required to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. The parties agree to provide to the other party, within Twenty (20) business days of a request, the information collected as directly applicable to the requesting party to permit the requesting party to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

5.11 Reporting Disclosures and Breaches. The parties agree to report to the other:

a. any improper Use or Disclosure of PHI directly related to the other party within Ten (10) business days of its discovery of such improper Use or Disclosure, even if such improper Use or Disclosure is not a Breach;

b. any Security Incident that directly affects the other party of which is becomes aware, within Five (5) business days of discovery;

c. any Breach, within Two (2) business days of becoming aware of the Breach that may directly affect the other party. The initial report may be made orally, but shall be followed in a full written report within Five (5) days of providing oral notice. Each report (written or oral) shall include, to the extent available at the time of the report, a description of the Breach, the PHI disclosed (including names and contact information), and a description of any remedial action(s) taken by the reporting party; and

d. any Use or Disclosure of PHI or any Security Incident that may directly affect the other party not provided for by this Agreement of which it becomes aware.

5.12 Cooperation with Investigation. Both parties agree to cooperate with the other party's investigation of, and response to, any Breach directly related to PHI or the services performed by the parties under this Agreement, as well as, all costs incurred related to the investigation, notification, and services provided to affected individuals and other third parties as directly applicable. The investigating party shall determine (a) the content of any notice provided about a Security Incident and/or Breach, regardless of whether the notice is to be sent to affected individuals, federal or state government agencies, or the media and (b) the service(s), if any, to be offered to affected individuals. The parties agree to take, at its own expense, measures reasonably necessary to mitigate any known harmful effect of a Security Breach resulting in default of their obligations under this Agreement as applicable to them.

5.13 Indemnification from Breach of Unsecured PHI. The parties agree to indemnify, defend and hold harmless the other party, its parent and subsidiary corporations, officers, directors employees an agents, from and against any and all claims, inquires, investigations, reasonable attorneys' fees, costs, monetary penalties and

damages incurred as a result of any negligence, intentional misconduct or other breach of this Agreement, including but not limited to a Breach as defined by the HIPAA and HITECH Acts caused by the negligent acts or omissions of the breaching party, its agents or subcontractors. Such indemnification shall include the reasonable attorneys' fees and other expenses (including the cost of any investigation, notice to affected individuals and any services offered to affected individuals in the security breach notification) incurred by the non-breaching party in connection with the provision of notice of a Breach to affected individuals.

5.14 Ownership Rights. Participant and Amplifon acknowledge that it has no ownership rights with respect to any PHI received from, or created by, on the other party's behalf, except as otherwise defined in this Agreement.

5.15 Performance of Covered Entity Obligations. To the extent either party is carrying out the other party's obligations under Subpart E of 45 CFR Part 164, the parties shall comply with the requirements of Subpart E as applicable in the performance of such obligation(s).

5.16 Notifications. The parties agree to notify the other:

a. of any limitation(s), if applicable, in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the other party's Use or Disclosure of Protected Health Information; and

b. of any changes in, or revocation of, permission by an Individual to use or disclose their Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information; and

c. of any restrictions to the Use or Disclosure of PHI that the party has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the other party's Use or Disclosure of Protected Health Information.

5.17 Requests. Neither party shall request the other to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if performed by a Covered Entity.

5.18 Effect of Termination. Section 5 shall survive the termination of this Agreement until such time as all of the PHI provided by, or created or received by the party acting as a Business Associate to the other party, is destroyed or returned to the acting Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such information for so long as the party acting as the Business Associate maintains the PHI.

5.19 Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

5.20 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the Privacy Rule, Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, as applicable to them.

5.21 Interpretation and/or Inconsistency. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the HIPAA Rules. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules, as may be expressly amended from time to time by the HHS or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties, the interpretation of HHS, such court, or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence. Where there are provisions in this Agreement, in addition to those mandated by the HIPAA Rules, but which are not prohibited by the HIPAA Rules, the provisions of this Agreement will apply.

6. MISCELLANEOUS

6.1 Indemnification from Provision of Goods or Services. Amplifon shall not be liable for any claims, injuries, demands, or judgments based upon negligence, warranty or any other grounds arising out of the manufacture, dispensing, sale, or provision of any goods or services by Participant to any Member. Accordingly, and to the extent allowed by law, Participant shall indemnify and hold Amplifon and its affiliates harmless from any and all such claims, liabilities, damages, and losses, including reasonable attorneys' fees at trial or on appeal in the event of such action. The provisions of this Section 6.1 shall survive the termination of this Agreement.

6.2 Waiver of Breach. Waiver by any Party of any breach of any provision of this Agreement or the failure to insist upon strict compliance with any provision of this Agreement shall not operate or be construed as a waiver of such provision or any other provisions.

6.3 Independent Contractors. None of the provisions of this Agreement are intended to create between Participant and Amplifon any partnership, joint venture, agency, employment, representative, or any other relationship other than that of independent contractor.

6.4 Force Majeure. Neither Party shall be liable or deemed in default of this Agreement for any delay or failure to perform caused by Acts of God, war, disasters, strikes, or any similar cause beyond the reasonable control of either Party.

6.5 Description Headings. The headings of the paragraphs of this Agreement are inserted for convenience and shall not limit, extend, or delineate the scope or intent of the provisions hereof.

6.6 Entire Agreement and Applicable Law. This Agreement and the Amplifon Materials constitutes the entire agreement between Amplifon and the Participant and shall not be altered or amended except as agreed in writing and signed by the Parties. If any part or parts of this Agreement are held to be unenforceable, the remainder of this Agreement shall continue in effect. It is the intent of the Parties to this Agreement that it shall be subject to and interpreted in accordance with the laws of the State of Minnesota, without regard to principles of conflicts of laws.

6.7 Notice. Except as otherwise provided herein, any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be deemed received when sent by certified or registered mail, return receipt requested, to the Parties at the addresses set forth below. Each Party may designate in writing a new address to which any notice required by this Agreement may thereafter be sent. Notices may be sent to Amplifon at 150 South 5th Street, Suite 2300, Minneapolis, MN 55402. Notices may be sent to Participant at the address specified below or as otherwise provided to Amplifon by Participant.

6.8 Assignment. Participant shall not assign or transfer its rights, duties or obligations under this Agreement without the prior written consent of Amplifon.

6.9 Confidentiality. In the performance of its obligations under this Agreement, Participant may receive or otherwise have access to Amplifon's proprietary business information, including, without limitation, this Agreement, financial and fee information, forms, participant/provider manuals, statistical data, reports, standards, Member information and customer lists (collectively, "Amplifon Confidential Information"). Participant and their staff shall at all times maintain the confidentiality of the Amplifon Confidential Information and shall not, except as necessary to perform its obligations under this Agreement, as specifically authorized in writing by Amplifon, or as otherwise required by law, reproduce any Amplifon Confidential Information or disclose or provide any Amplifon Confidential Information to any person. The provisions of this Section 6.9 shall survive the termination of this Agreement.

6.10 Limitation on Participants. Participant acknowledges that, from time to time, a Payer may require a limited selection of providers to provide Covered Services to Members of a certain Plan. In such a situation, notwithstanding anything in this Agreement to the contrary, Amplifon may, in its sole discretion, select and assign

certain of its contracted providers to provide Covered Services to Members of such Plan, excluding other contracted Participants. Participant understands and agrees that this Agreement does not guarantee Participant access to each Plan offered by Payers.

6.11 Third-Party Rights. Except as otherwise specifically provided herein, the Parties have not created and do not intend to create by this Agreement, any enforceable rights in any third Parties under this Agreement, including, without limitation, Members. Except as otherwise specifically provided herein, the Parties acknowledge and agree that there are no third-party beneficiaries to this Agreement.

6.12 State of Payer Specific Exhibits. The state in which Participant provides Covered Services and/or certain Payers may impose additional requirements related to the provision of Covered Services under this Agreement. If such additional requirements, as may be reasonably known to Amplifon, are required they shall be set forth in one or more exhibits attached to this Agreement as applicable. Any such exhibits are expressly incorporated into this Agreement and are binding on Participant and Amplifon. In the event of any inconsistent language between an exhibit and any other part of this Agreement, the provisions of the exhibit will control to the extent it is applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the manner appropriate to each.

PARTICIPANT	**AMPLIFON HEARING HEALTH CARE, CORP.**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	
Address	
_____	
City, State, Zip Code	
_____	
Phone	

EXHIBIT A

MEDICARE ADVANTAGE REGULATORY REQUIREMENTS EXHIBIT

This Medicare Advantage Regulatory Requirements Exhibit (this "Exhibit A") supplements and is made part of the Amplifon Network Participation Agreement (the "Agreement") between Amplifon Hearing Health Corp. ("Amplifon") and the provider named in the Agreement ("Participant").

SECTION 1 APPLICABILITY

This Exhibit A applies to the Covered Services Participant provides to Members who are covered under a Medicare Advantage Plan. In the event of a conflict between this Exhibit A and any provision of the Agreement, the provisions of this Exhibit A shall control except: (1) with regard to Benefit Plans outside the scope of this Exhibit A; (2) as noted in Section 2 of this Exhibit A; or (3) as required by applicable law.

SECTION 2 DEFINITIONS

For purposes of this Exhibit A, the following terms shall have the meanings set forth below; provided, however, in the event any definition set forth in this Exhibit A is in conflict with any definition in the Agreement for the same or substantially similar term, the definition for such term in the Agreement shall control. All other capitalized terms not otherwise defined in this Exhibit A shall be as defined in the Agreement.

2.1. Benefit Plan: a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper, electronic, or other format, under which a Payor is obligated to provide coverage of Covered Services for a Member.

2.2. Centers for Medicare and Medicaid Services ("CMS"): the agency within the Department of Health and Human Services that administers the Medicare program.

2.3. CMS Contract: a contract between CMS and a Medicare Advantage Organization for the provision of Medicare benefits pursuant to the Medicare Advantage Program under Title XVIII, Part C of the Social Security Act.

2.4. Cost Sharing: those costs, if any, under a Benefit Plan that are the responsibility of the member, including deductibles, coinsurance, and copayments.

2.5. Dual Eligible Member: A Medicare Advantage Member who is: (a) eligible for Medicaid; and (b) for whom the state is responsible for paying Medicare Part A and B Cost Sharing.

2.6. Final Contract Period: the final term of the contract between CMS and the Medicare Advantage Organization.

2.7. Medicare Advantage ("MA"): an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

2.8. Medicare Advantage Organization ("MA organization"): a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

2.9. MA Member: a Medicare Advantage eligible individual who has enrolled in or elected coverage through a Medicare Advantage Organization.

SECTION 3 PARTICIPANT REQUIREMENTS

3.1. Member Protection. Participant agrees that in no event, including but not limited to, non-payment by MA Organization or Amplifon, insolvency of MA Organization or Amplifon, or breach by Amplifon of the Agreement, shall Participant bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any MA Member or person (other than Amplifon, MA Organization or an intermediary) acting on behalf of the MA Member for Covered Services provided pursuant to the Agreement or for any other fees that are the legal obligation of MA Organization under the CMS Contract. This provision does not prohibit Participant from collecting from MA Members allowable Cost Sharing. This provision also does not prohibit Participant and an MA Member from agreeing to the provision of services solely at the expense of the MA Member, as long as Participant has clearly informed the MA Member, in accordance with applicable law, that the MA Member's Benefit Plan may not cover or continue to cover a specific service or services.

In the event of MA Organization's or Amplifon's insolvency or other cessation of operations or termination of MA Organization's contract with CMS, Participant shall continue to provide Covered Services to an MA Member through the later of the period for which premium has been paid to MA Organization on behalf of the MA Member, or, in the case of MA Members who are hospitalized as of such period or date, the MA Member's discharge.

This provision shall be construed in favor of the MA Member, shall survive the termination of the Agreement regardless of the reason for termination, including MA Organization's insolvency, and shall supersede any contrary agreement, oral or written, between Participant and an MA Member or the representative of an MA Member if the contrary agreement is inconsistent with this provision.

3.2. Dual Eligible Members. Participant agrees that in no event, including but not limited to, nonpayment by a state Medicaid agency or other applicable regulatory authority, other state source, or breach by Amplifon of the Agreement, shall Participant bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Dual Eligible Member, person acting on behalf of the Dual Eligible Member, or MA Organization (unless notified otherwise) for Medicare Part A and B Cost Sharing. Instead, Participant will either: (a) accept payment made by or on behalf of MA Organization as payment in full; or (b) bill the appropriate state source for such Cost Sharing amount. If Participant imposes an excess charge on a Dual Eligible Member, Participant is subject to any lawful sanction that may be imposed under Medicare or Medicaid. This provision does not prohibit Participant and a Dual Eligible Member from agreeing to the provision of services solely at the expense of the Dual Eligible Member, as long as Participant has clearly informed the Dual Eligible Member, in accordance with applicable law, that the Dual Eligible Member's Benefit Plan may not cover or continue to cover a specific service or services.

3.3. Eligibility. Participant agrees to immediately notify Amplifon in the event Participant is or becomes excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act. Participant also shall not employ or contract for the provision of health care services, utilization review, medical social work or administrative services, with or without compensation, with any individual or entity that is or becomes excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act.

3.4. Laws. Participant shall comply with all applicable federal and Medicare laws, regulations, and CMS instructions, including but not limited to: (a) federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including but not limited to, applicable provisions of federal criminal law, the False Claims Act (31 U.S.C. §3729 et seq.), and the anti-kickback statute (§1128B of the Social Security Act); and (b) HIPAA administrative simplification rules at 45 CFR Parts 160, 162, and 164.

3.5. Federal Funds. Participant acknowledges and agrees that MA Organization receives federal payments under the CMS Contract and that payments Participant receives from or on behalf of MA Organization are, in whole or in part, from federal funds. Participant is therefore subject to certain laws that are applicable to individuals and entities receiving federal funds.

3.6. Records.

(a) Maintenance; Privacy and Confidentiality; Member Access. Participant will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them.

Participant shall maintain records and information related to the services provided under the Agreement, including but not limited to MA Member medical records and other health and enrollment information, in an accurate and timely manner.

Participant shall safeguard MA Member privacy and confidentiality, including but not limited to the privacy and confidentiality of any information that identifies a particular MA Member, and shall comply with all federal and state laws regarding confidentiality and disclosure of medical records or other health and enrollment information. Participant shall ensure that MA Members have timely access to medical records and information that pertain to them, in accordance with applicable law.

(b) Government Access to Records. HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the first tier, downstream, and entities related to the CMS Contract through 10 years from the final date of the Final Contract Period of the contract entered into between CMS and the MA organization or from the date of completion of any audit, whichever is later.

(c) MA Organization and Amplifon Access to Records. Participant shall grant MA Organization, Amplifon, and/or their designees such audit, evaluation, and inspection rights identified in subsection 3.6(b) as are necessary for MA Organization to comply with its obligations under the CMS Contract. Whenever possible, MA Organization or Amplifon will give Participant reasonable notice of the need for such audit, evaluation or inspection, and will conduct such audit, evaluation or inspection at a reasonable time and place. Participant shall submit medical records of MA Members to the MA Organization or Amplifon as may be requested, within the timeframes specified, for the purpose of any purpose for which medical records from providers are used by MA Organizations, as specified by CMS. Provision of medical records must be in a manner consistent with applicable law, including HIPAA and any applicable state privacy law or regulation.

3.7. Subcontracts. If Participant has any arrangements, in accordance with the terms of the Agreement, with affiliates, subsidiaries, or any other subcontractors, directly or through another person or entity, to perform any of the services Participant is obligated to perform under the Agreement that are the subject of this Exhibit A, Participant shall ensure that all such arrangements are in writing, duly executed, and include all the terms contained in this Exhibit A. Participant shall provide proof of such to MA Organization upon request. Participant further agrees to promptly amend its agreements with such subcontractors, in a manner consistent with the changes made to this Exhibit A by MA Organization, to meet any additional CMS requirements that may apply to the services.

3.8. Offshoring. Unless previously authorized by MA Organization in writing, all services provided pursuant to the Agreement that are subject to this Exhibit A must be performed within the United States, the District of Columbia, or the United States territories.

3.9. Conflict of Interest. Participant agrees to comply with the MA Organization's Conflict of Interest Policy or its own Conflict of Interest Policy that complies with CMS requirements. Participant will require its governing body, officers, senior leadership (as applicable) and providers to sign a conflict of interest disclosure form substantially in the form of Attachment 1 at the time of hire and annually thereafter certifying that they are free from any conflict of interest related to Medicare.

SECTION 4 MISCELLANEOUS

4.1. Payment. Amplifon or its designee shall promptly process and pay or deny Participant's claim no later than sixty (60) days after Amplifon or its designee receives all appropriate information as described in the Amplifon Materials. If Participant is responsible for making payment to subcontracted providers for services provided to MA Members, Participant shall pay them no later than sixty (60) days after Participant receives request for payment for those services from subcontracted providers.

4.2. Regulatory Amendment. Amplifon may unilaterally amend this Exhibit A to comply with applicable laws and regulations and the requirements of applicable regulatory authorities, including but not limited to CMS. Amplifon shall provide written or electronic notice to Participant of such amendment and its effective date. Unless such laws, regulations or regulatory authority(ies) direct otherwise, the signature of Participant will not be required in order for the amendment to take effect.

ATTACHMENT 1
MEDICARE ADVANTAGE
FIRST TIER, DOWNSTREAM, AND RELATED ENTITY
CONFLICT OF INTEREST ATTESTATION

Please check those statements applicable to you in Section I **or** II and then sign below.

I. Applies if You Are Free of Any Conflict of Interest

□ I, hereby, certify that I have reviewed [Name of Company]'s conflict of interest policy.

□ I, hereby, certify that I am free of any conflict of interest in administering or delivering Medicare benefits.

OR

II. Applies if You May Have a Conflict of Interest

□ I, hereby, certify that I have reviewed [Name of Company]'s conflict of interest policy.

□ I, hereby, certify that I have disclosed to management any potential conflicts of interest that I may have in administering or delivering Medicare benefits.

□ I, hereby, certify that I have obtained management approval to work despite any potential conflict(s), or I have eliminated the potential conflict(s).

To the best of my knowledge and belief, the information contained in this Attestation is true and accurate.

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Exhibit E

CRM SERVICES AGREEMENT

CRM SERVICES AGREEMENT

This CRM Services Agreement ("***Agreement***") is made and entered into as of this _____ day of _____, 2024 (the "***Effective Date***"), by and between Miracle-Ear, Inc. ("***Miracle-Ear***") and _____("***Franchisee***").

WHEREAS, Miracle-Ear, as franchisor of the Miracle-Ear™ franchise system and owner and operator of Miracle-Ear corporate retail stores, has developed a customer relationship management services offering for Miracle-Ear franchisees consisting of (i) direct mail services and (ii) outbound marketing calls to targeted segments of consumers (the "***CRM Services***"); and

WHEREAS, Franchisee desires to purchase the CRM Services from Miracle-Ear, on the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **CRM Services**. Subject to the terms and conditions of this Agreement, Miracle-Ear agrees to provide, and Franchisee agrees to pay for, the CRM Services described on Schedule 1 attached hereto, as from time to time updated by Miracle-Ear. Franchisee acknowledges that the CRM Services involve access to Participant's customer and potential customer data included in Miracle-Ear's the Sycle.Net™ software application.

2. **CRM Service Fees**.

(a) Franchisee shall pay to Miracle-Ear a monthly fee for each Franchisee Database, as further set forth in Schedule 2 attached hereto (the "***CRM Service Fee***"). For purpose of this Agreement, a "***Franchisee Database***" is the database of contacts and customers maintained by Franchisee in Miracle-Ear's Sycle™ software application (or successor application) for each individual store location.

(b) The initial size of each Franchisee Database has been established by Miracle-Ear prior to the Effective Date of this Agreement and shall remain in effect through May 30, 2024. Miracle-Ear shall audit Franchisee Database size on an annual basis, with any corresponding adjustments to the CRM Service Fee to be effective on June 1st of each year commencing on June 1, 2024. Any Franchisee Database audit that reflects more than a *deminimus* increase in Contacts classified as "Archived" from the prior year, shall be subject to additional audit.

(c) CRM Services Fees shall be billed monthly (in arears), and shall be due and payable within thirty (30) days of the date of invoice. Partial month invoicing is not permitted.

(d) A Franchise Database for a new location acquired or opened after the Effective Date of this Agreement shall be added automatically to this Agreement at the then-current level CRM Service Fee.

(e) Franchise Databases associated with any location that ceases operations after the Effective Date will be automatically deleted; *provided, however*, that Franchisee shall be obligated

for the CRM Service Fee for any such location through the end of the month in which such location ceased operations.

3. **Term and Termination**.

(a) CRM Services will commence on the first day of the first full calendar month following execution of this Agreement and remain in effect until termination of the CRM Services program by Miracle-Ear, unless earlier terminated in accordance with this Section 3 (the "***Term***").

(b) This Agreement may be terminated prior to expiration of the Term by Miracle-Ear upon thirty (30) days prior written notice to Franchisee in the event of Franchisee's breach of this Agreement. In addition, this Agreement shall automatically terminate upon termination or expiration of Franchisee's franchise agreement with Miracle-Ear. Miracle-Ear makes no assurances that future CRM service programs will be on the same or similar terms.

4. **Compliance with Laws; Limitation of Liability.**

(a) The CRM Services and any deliverables in connection therewith will comply with all applicable laws, rules and regulations.

(b) Miracle-Ear is a Business that Processes information, including Consumer Personal Information, on behalf of Franchisee within the meaning set forth in the California Consumer Privacy Act ("CCPA"). Defined terms used in this Section 4(b) shall have the meanings set forth in the CCPA. In connection with the CRM Services, Franchisee will disclose Consumers' Personal Information to Miracle-Ear for a Business Purpose. Miracle-Ear acknowledges that it is prohibited from retaining, using or disclosing such Personal Information for any purpose other than for the specific purpose of performing the CRM Services or other, similar services described in any agreement between Miracle-Ear and Franchisee, or as otherwise permitted by the CCPA, including retaining, using or disclosing such Personal Information for a Commercial Purpose other than providing the services described above. Miracle-Ear will notify Franchisee within fifteen (15) business days, of its receipt of a verifiable consumer request under the CCPA, or any complaint, notice, or communication that directly or indirectly relates to either party's compliance with the CCPA. In the event Miracle-Ear is required by law to disclose Consumer Personal Information for a Commercial Purpose unrelated to the services provided by Miracle-Ear to Franchisee, Miracle-Ear will first inform Franchisee of the legal requirement and give Franchisee an opportunity to object or challenge the requirement, unless the law prohibits such notice. The full text of the CCPA can be viewed at: https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB25

(c) THIS SECTION 4 CONTAINS MIRACLE-EAR'S ONLY EXPRESS WARRANTY CONCERNING THE CRM SERVICES AND ANY DELIVERABLES IN CONNECTION THEREWITH AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT OT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, WHICH ARE EXPRESSLY DISCLAIMED. MIRACLE-EAR MAKES NO GUARANTY AS TO RESULTS OF THE CRM SERVICES OR SPECIFIC OUTCOMES FROM UTILIZATION OF THE CRM SERVICES ANY KIND OR NATURE WHATSOEVER. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM FRANCHISEE HEREUNDER DURING THE TWELVE- (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY

OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5. **Miscellaneous**. This Agreement and the Schedules attached hereto including all SOWs executed hereunder and all exhibits constitutes the entire agreement between the Parties with respect to the subject matter hereof. Except as specifically provided in this Agreement or the Schedules attached hereto, no modification or amendment of any provision of this Agreement shall be effective unless in writing and signed by the Parties. Neither party may assign its rights or obligations hereunder without the prior written consent of the other Party. No failure or delay by a Party in exercising any right under this Agreement shall constitute a waiver of that right. This Agreement shall be governed exclusively by the internal laws of the State of Minnesota, without regard to its conflicts of laws rules.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the manner appropriate to each.

FRANCHISEE	**MIRACLE-EAR, INC.**
Signature	**Signature**
Printed Name	**Printed Name**
Title	**Title**
Address	
City, State Zip Code	
Phone	

SCHEDULE 1

CRM SERVICES

The CRM Services have two components:

- Direct mail
- Outbound calls to targeted segments of consumer in a Franchisee Database

Step 1: Database Assessment

In Step 1, each Franchisee Database is assessed to identify the number and quality of contacts. Contacts will be classified as “active”, “dormant” or “archived”, which each classification assigned a relative “weight” as described on Schedule 2.

“***Active***” are contacts that are less than three (3) year old or customers who purchased hearing aids within eight (8) years

“***Dormant***” are contacts that had a hearing appointment three (3) or more years ago or customers who purchased hearing aids more than eight (8) years ago

“***Archived***” are contacts archived in the Franchisee Database, excluding Contacts that are deceased, out-of-territory or duplicate contacts

Step 2: Contact Methodology

Contact methodology applies to contacts in Franchisee Database to account for channel mix and machine learning for optimization:

Active contacts will be targeted at least four (4) times per year

Dormant contacts will be targeted at least two (2) times per year

Archive contacts will be targeted at least once per year

Step 3: Annual Audit

Franchisee Database and fees reviewed and updated; assess and communicate service performance statistics to franchisees.

Franchisee election regarding excess funds (if any).

SCHEDULE 2

CRM SERVICE FEES

CRM Service Fees are assessed on a per-store, per-month basis. Fee tiers are based on the weighted average number of records (contacts) contained in each Franchisee Database. Assigned weighted values are: Active contacts:1, Dormant contacts: .50 and Archive contracts: 0.25

Total Weighted Average Number of Records	Tier	Monthly Per store CRM Service Fee* June 1, 2023- May 31, 2025
0-250	1	$50
251-500	2	$100
501-750	3	$150
761-1,000	4	$200
1,001 – 1,250	5	$250
1,251 – 1,500	6	$300
1,501 – 1,750	7	$350
1,751 – 2,000	8	$400
2,001 – 2,250	9	$450
2,251+	10	$500

** CRM Fees are subject to adjustment on June 1 of each year to reflect an increase/decrease in cost of CRM Services.*

EXAMPLE:

Franchisee with 15 stores with one (1) database containing 3,000 records.
Average number of records per store = 200.
200 average number of records = 142.5 weighted average number of records:

- 100Active contacts (100 x 1 = weighted 100)
- 70 Dormant contact (70 x .50 = weighted 35)
- 30 Archive contacts (30 x .25 = weighted 7.5)

Total Weighted Average Number of Records: **142.5**
CRM Fee (per store, per month) = $50.00 (Tier 1)
Total Monthly CRM Fee = $750.00/mo.

EXHIBIT F

NON-COMPETE AMENDMENT FOR LEGACY FRANCHISEES

MIRACLE-EAR FRANCHISE AGREEMENT
NON-COMPETE GRANDFATHER AMENDMENT
FOR RENEWING FRANCHISEES

THIS Amendment to the Franchise Agreement (the "**Amendment**") is made as of the Effective Date of the Franchise Agreement (defined herein) between **Miracle-Ear, Inc.**, a Minnesota corporation with its principal place of business at 150 South 5th Street, Suite 2300, Minneapolis, MN 55402 ("**we**," "**us**" or "**our**"), and _____ with its principal place of business at _____ ("**you**" or "**your**").

A. You have operated Miracle-Ear branded retail locations (the "**Centers**") in designated zip codes (the "**Territory**") pursuant to a Miracle-Ear franchise agreement entered into prior to July 1, 2021 and will continue to operate the Centers pursuant to the renewal Miracle-Ear franchise agreement you entered into with us dated _____ (the "**Franchise Agreement**") simultaneously with this Amendment.

B. We and you have agreed to modify the terms of the non-compete provisions contained in the Franchise Agreement pursuant to this Amendment.

THEREFORE, the parties hereto agree as follows:

(1) Section 18.3 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

18.3 Post-Term Covenants.

18.3.1 You further covenant that, except as otherwise approved in writing by us, for a continuous, uninterrupted period of two (2) years commencing upon the date of (a) a transfer permitted under Section 15 of this Agreement, (b) termination of this Agreement (but not including expiration or nonrenewal); or (c) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 18.3 (the dates of each of the foregoing subsections (a) and (b) are referred to as the "Trigger Date"), you, either directly or indirectly, for yourself and your owners, or through, on behalf of, or in conjunction with any person or legal entity:

18.3.1.1 Shall not own, maintain, operate, conduct, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any retail business that (a) is substantially similar to a Miracle-Ear Center (as such business has been conducted during the six months prior to the Trigger Date); or (b) derives 15% or more of its revenues from the sale of hearing aids, hearing aid

accessories, or hearing care services, that are the same as or similar to the Products and Services offered or sold by a Miracle-Ear Center under the System during the six months prior to the Trigger Date, if such retail business is located within your Territory, or within Twenty-five (25) miles of any Center operated under this Agreement; and

18.3.1.2 Shall not directly or indirectly solicit, divert or attempt to solicit or divert any clients, customers, or prospective customers of the Centers formerly operated by you to any competitor.

18.3.2 In the event you inform us of your intent not to renew the Franchise Agreement as required by Section 2.2 of this Agreement, we shall have the option (but not the obligation), upon expiration of the Franchise Agreement, to obtain a non-competition agreement from you as provided for in this Section 18.3.2, by purchasing the Centers in the Territory and the assets used in connection with the Centers from you, at fair market value, including, without limitation, all of the furnishings, equipment, signs, fixtures, supplies, customer files, and inventory related to the operation of the Centers; but excluding all cash and its equivalent, bank accounts and securities, entity documents, insurance policies, tax assets (refunds, prepayments, etc.), all rights to any action, suit or claim of any nature of Seller and other customary exclusions, along with all personal items of you or your principals (the "**Purchase Option**"). The purchase price shall be calculated based on the following process:

18.3.2.1 If we desire to purchase all of the Centers, by the earlier of sixty (60) days after your notice of your intent not to renew, or four (4) months prior to the expiration date of this Agreement, we shall notify you in writing of our desire to purchase all of the Centers and provide a proposed purchase price based on a multiple of your revenues for the prior fiscal year **("Proposed Price")**. You will have thirty (30) days after receiving such notice to accept or reject the Proposed Price. If you accept the Proposed Price, closing on such purchase shall occur upon expiration of the Franchise Agreement, unless otherwise agreed to in writing by you and us.

18.3.2.2 If you reject the Proposed Price, an independent appraiser (with at least 10 years of valuation experience, including prior experience with franchised businesses) shall be designated by us at our expense to calculate the fair market value of

the business ("**Fair Market Value**"). To determine Fair Market Value, the appraiser shall give 40% weight to the market value of the business based on sales multiples for similarly sized and comparable transactions for Miracle-Ear businesses in the last three to five years (the "**Market Valuation Method**"); and 60% weight to the value of the business calculated based on its income using a discounted cash flow methodology (the "**Income Valuation Method**"). This weighting and calculation of the Market Valuation Method and the Income Valuation Method shall be referred to herein as the "**Required Methodology**." The appraiser shall be instructed to calculate and deliver its appraisal of Fair Market Value (the "**Franchisor Appraised Price**") to all parties and we shall either abandon the Purchase Option or offer you the Franchisor Appraised Price in writing within sixty (60) days of your rejection of the Proposed Price pursuant to Section 18.3.2.1. You will have fourteen (14) days after receiving an offer of the Franchisor Appraised Price to accept or reject it. If you accept the Franchisor Appraised Price, closing on such purchase shall occur upon expiration of the Franchise Agreement, unless otherwise agreed to by you and us in writing.

18.3.2.3 If you reject the Franchisor Appraised Price, you must designate an independent appraiser (with at least 10 years of valuation experience, including prior experience with franchised businesses) at your expense to calculate the Fair Market Value using the Required Methodology. The appraiser you appoint shall be instructed to calculate and deliver its appraisal of Fair Market Value (the "**Franchisee Appraised Price**") to all parties within sixty (60) days of your rejection of the Franchisor Appraised Price. You shall then have fourteen (14) days to either accept the Franchisor Appraised Price, which was previously rejected, or to offer us the Franchisee Appraised Price in writing. If you choose to offer us the Franchisee Appraised Price, we will then have fourteen (14) days after receiving such appraisal to accept or reject the Franchisee Appraised Price. If we both accept the Franchisor Appraised Price as provided for herein or we accept the Franchisee Appraised Price, closing on such purchase shall occur upon expiration of the

Franchise Agreement, unless otherwise agreed to in writing by you and us.

18.3.2.4 If we reject the Franchisee Appraised Price, a third independent appraiser (with at least 10 years of valuation experience, including prior experience with franchised businesses) shall be designated by us (the "**Tiebreaker Appraiser**") at our expense to (a) calculate the Fair Market Value using the Required Methodology, and (b) provide a final independent appraisal and price ("**Final Appraised Price**"). The Tiebreaker Appraiser shall have access to the appraisal reports for the Franchisor Appraised Price and the Franchisee Appraised Price. The Tiebreaker Appraiser shall be instructed to calculate and deliver its Final Appraised Price to all parties within sixty (60) days of our rejection of the Franchisee Appraised Price. We will have fourteen (14) days after receiving such appraisal to accept the Final Appraised Price or to abandon the Purchase Option. If we accept the Final Appraised Price, closing on such purchase shall occur upon expiration of the Franchise Agreement, unless otherwise agreed to in writing by you and us.

18.3.2.5 For the avoidance of doubt, if we exercise our option to purchase as described above, we shall have the right to set off all amounts due from you at closing, against any payment therefor.

18.3.2.6 If the process of determining the price of the Purchase Option pursuant to this Section 18.3.2 is not completed by the time the Franchise Agreement expires, the Franchise Agreement shall be automatically extended until (a) we have exercised the Purchase Option (with closing to be the later of 30 days from acceptance of the purchase price or the expiration date of the Franchise Agreement, unless otherwise agreed to by you and us in writing.); or (b) we have abandoned the Purchase Option.

18.3.2.7 If we abandon the Purchase Option at any time and there is not more than 60 days remaining before the expiration of the Franchise Agreement, you will have the option to extend the term of the Franchise Agreement by ninety (90) days from the date of such abandonment.

18.3.3 If (a) we exercise the Purchase Option as described above, (b) you fail to provide timely notice of nonrenewal as required by Section 2.2 of this Agreement, or (c) you fail to comply with the procedures required by Section 18.3.2, you covenant that, for a continuous, uninterrupted period of two (2) years commencing upon the date of nonrenewal or expiration of this Agreement, you, either directly or indirectly, for yourself and your owners, or through, on behalf of, or in conjunction with any person or legal entity:

18.3.3.1 Shall not own, maintain, operate, conduct, engage in, be employed by, provide assistance to, or have any interest in (as owner or otherwise) any retail business that (a) is substantially similar to a Miracle-Ear Center (as such business has been conducted during the six months prior to the Trigger Date); or (b) derives 15% or more of its revenues from the sale of hearing aids, hearing aid accessories, or hearing care services, that are the same as or similar to the Products and Services offered or sold by a Miracle-Ear Center under the System during the six months prior to the Trigger Date, if such retail business is located within your Territory, or within fifteen (15) miles of any Center operated under this Agreement; and

18.3.3.2 Shall not directly or indirectly solicit, divert or attempt to solicit or divert any clients, customers, or prospective customers of the Centers formerly operated by you to any competitor.

18.3.4 Conversely, if you have timely informed us of your intent not to renew the Franchise Agreement and complied with the procedures required by Section 18.3.2, and we (a) elect not to exercise our purchase rights under Section 18.3.2, (b) notify you that we are abandoning our Purchase Option, or (c) fail to timely comply with the terms of Section 18.3.2, we shall no longer have the any right to purchase or exercise the options in Section 18.3.2, and no post-term non-compete obligations will apply on expiration of the Franchise Agreement.

18.3.5 For the avoidance of doubt, Section 18.3 of this Agreement shall not be extended or apply to any Miracle-Ear Center operated, or any Territory designated, pursuant to any other franchise agreement that you and/or your affiliates have with us.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first above written.

MIRACLE-EAR, INC.

By: _____

Name: _____

Title: _____

FRANCHISEE:

_____

By: _____

Name: _____

Title: _____

EXHIBIT G

ASSET SALE AGREEMENT

ASSET SALE AGREEMENT

AGREEMENT dated as of _____, between Miracle-Ear, Inc., a Minnesota corporation having its principal office at Fifth Street Towers, 150 South 5th Street, Suite 2300, Minneapolis, MN 55402 (the "Company"), and _____ ("Buyer").

W I T N E S S E T H:

WHEREAS, Company has been operating retail outlets for the sale and service of Miracle-Ear hearing aids and accessories at the locations listed on Exhibit A (the "Locations"); and

WHEREAS, Buyer, as of the date of this Agreement, has acquired from the Company the right to operate retail hearing aid outlets as Miracle-Ear Centers in a territory which includes the Locations, pursuant to a Franchise Agreement with the Company; and

WHEREAS, Company desires to transfer ownership to Buyer of certain assets utilized by Company in conducting business at the Locations, as more fully described in Section 1.1 hereof, and to have Buyer assume certain liabilities as more fully described in Section 1.3 hereof; and

WHEREAS, Buyer desires to acquire such assets and assume such liabilities, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the respective representations, warranties, covenants, agreements and conditions herein set forth, the parties hereto agree as follows:

1. PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES

1.1 Purchase and Sale of Assets. On the Closing Date (as defined in Section 1.5), subject to the terms and conditions of this Agreement, Company shall transfer, convey, assign and deliver to Buyer, and Buyer shall acquire and accept, all of Company's rights, title and interest in, to, and under the following properties and assets of the retail hearing aid business operated by Company at the Locations (the "Business"), all as the same shall exist on the Closing Date:

(a) all machinery, equipment, tools, furniture, furnishings, office supplies, leasehold improvements, fixed assets and other tangible personal property of the Business, as set forth in Schedule 1.1(a);

(b) all inventories of raw materials, supplies, packaging, work-in-process, finished goods, demonstration, customer return and consignment inventory, products and samples of the Business;

(c) all prepaid expenses, deposits and deferred credits of the Business;

(d) all rights of Company under express or implied warranties from its suppliers with respect to the Business (provided that Company shall retain the right to enforce said warranties against such suppliers with respect to any claims against Company relating to product previously purchased from such suppliers), all customer lists, advertising and promotional materials, job files, job histories, customer files, sales and service records, copies of relevant accounting and financial records, all confidential information which pertains to the Business, all correspondence arising in the ordinary course of business, all assignable rights in computer software, computer data, files,

microfilm, office supplies, chooses in action, and all other intangible assets and goodwill used or held for use in connection with the Business; and

(e) all of Company's rights under the leases, agreements and other documents set forth in Schedule 1.1(a);

1.3. The assets referred to in paragraphs (a) through (e) above, which are to be purchased by Buyer from Company, are hereinafter sometimes collectively called the "Acquired Assets" (and exclude the Excluded Assets, as defined in Section 1.2 below). On the Closing Date, Company shall convey to Buyer good and marketable title to the Acquired Assets, free and clear of any liens, security interests and encumbrances, except as may be held by any lessors in leased equipment.

1.2 Excluded Assets. Notwithstanding anything herein to the contrary, it is understood that Company is not selling, and Buyer is not purchasing, pursuant to this Agreement, any of the following properties and assets (the "Excluded Assets"), all of which shall be retained by Company after the Closing Date:

(a) cash on hand or in banks, cash equivalents, bank accounts, certificates of deposit, investment securities, commercial paper and other marketable securities acquired on or before the Closing Date; and

(b) the accounts receivable listed on Schedule 1.2(b) (the "Accounts Receivable"), which include only those trade and miscellaneous notes and accounts receivable evidencing or representing indebtedness or obligations or other rights to payment due to Company for or on account of products sold or services rendered by the Business arising before the Closing Date, and Buyer agrees to give reasonable assistance to Company in collecting the Accounts Receivable and to immediately pay over to Company any payments received by Buyer which are attributable to such Accounts Receivable.

1.3 Assumption of Liabilities. On the Closing Date, subject to the terms and conditions of this Agreement, Buyer shall assume and agrees to pay, perform and discharge when due the following liabilities and obligations:

(a) all service and other obligations required to be performed by Company pursuant to warranty or service contracts made by Company with respect to Miracle-Ear products sold in the ordinary course of business on or before the Closing Date; and

(b) all uncompleted hearing aid sales contracts (sales in progress) of the Business; and

(c) Company's obligations under the leases, agreements, promotional programs and other documents set forth in Schedule 1.3, provided all necessary consents have been secured to assign to Buyer the Company's rights in such leases, agreements, programs and/or documents; and

(d) the obligations as set forth in Exhibit B ("Post-Transfer Financial Terms").

The liabilities referred to in paragraphs (a) through (d) above, which are to be assumed by Buyer, are hereinafter sometimes collectively called the "Assumed Liabilities". Except for the Assumed Liabilities, Buyer does not and shall not assume any liabilities, obligations or undertakings of Company relating to the Business of any kind or nature whatsoever.

1.4 Instruments of Conveyance. At the Closing, Company will deliver to Buyer such bills of sale, assignments, consents and other instruments of conveyance, dated the Closing Date, in form and substance reasonably satisfactory to Buyer's counsel, as shall be necessary or desirable to vest effectively in Buyer good and marketable title to the Acquired Assets, free and clear of all liens, security interests or encumbrances of any nature, except as may be held by any lessors in leased equipment. If any such instruments of conveyance are not delivered at Closing and Buyer elects to proceed with the Closing, Company shall be obligated to use its best efforts to deliver such documents as soon thereafter as is possible.

1.5 Closing Date. The closing of the purchase of the Acquired Assets and the assumption of the Assumed Liabilities (the "Closing") shall take place on the eleventh business day following Buyer's receipt from Company of the disclosure document and Franchise Agreement, or such later date as the parties may mutually agree, in either case, subject to Company's determination that Buyer is qualified to enter into the Franchise Agreement (the "Closing Date"). The Closing shall be effective as of the *[beginning of / close of]* business on the Closing Date.

2. PURCHASE PRICE

2.1 Price. The purchase price for the Acquired Assets (the "Purchase Price") shall be the sum of _____ Dollars ($_____).

2.2 Payment. The Purchase Price shall be payable as follows:

(a) Buyer shall deliver to Company at the Closing a certified or bank check made payable to the order of Company in the amount of _____ Dollars ($_____); and

(b) Buyer shall execute and deliver to Company at the Closing a promissory note for the balance of the Purchase Price (the "Promissory Note"), which Promissory Note shall be in the form attached hereto as Exhibit 2.2(b).

2.3 Security. As security for the payment of the Promissory Note and for the performance of all of Buyer's other obligations hereunder, Buyer agrees to grant to Company a security interest in the Acquired Assets pursuant to the terms and conditions of the form Security Agreement attached hereto as Exhibit 2.3 (the "Security Agreement").

2.4 Personal Guarantee. The parties understand and acknowledge that Company is relying on the personal efforts of _____ (the "Shareholder[s]") to enable Buyer to fulfill its obligations under this Agreement, including, without limitation, payment of the Promissory Note. Therefore, Buyer agrees to deliver to Company a guarantee of the payment of the Purchase Price hereunder executed by Shareholder(s) in the form attached hereto as Exhibit 2.4 (the "Personal Guarantee").

2.5 Allocation of Purchase Price to Acquired Assets. Buyer and Company shall allocate the Purchase Price for the Acquired Assets as set forth in Schedule 2.5 attached hereto. The allocations established shall be recognized by Buyer and Company as the negotiated sales prices of the respective Acquired Assets and shall be used by both parties as the respective values of the Acquired Assets in preparing any applicable federal or state tax returns or reports, unless it is subsequently determined on the basis of independent appraisal or applicable tax law or rules that such values are inappropriate.

3. REPRESENTATIONS AND WARRANTIES OF COMPANY

Company hereby represents and warrants to Buyer as follows:

3.1 Non-Contravention. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in any breach, violation, acceleration of obligations or default under any contract, agreement, lease, indenture or other instrument to which Company is party or by which it is bound, any judgment, decree, order or award of any court, governmental agency or body or arbitrator, or any law, rule or regulation applicable to Company or the Business and do not require Company to obtain any consents, approvals, authorizations or orders of, or make any filings with or notifications to, any governmental or regulatory authorities or third parties. To the best of its knowledge, Company has also complied in all respects with all laws, regulations and orders applicable to the Business.

3.2 Ownership of Acquired Assets. Except as to those items on Schedule 1.1(a) which are leased to Company, Company is the rightful and lawful owner of the Acquired Assets and has full right, power and authority to sell, transfer, convey, assign and deliver the Acquired Assets to Buyer as provided hereby.

3.3. Litigation. There are no actions, suits or proceedings pending, or, to Company's knowledge, contemplated or threatened before any court or governmental agency, authority or body against the Business or Acquired Assets which are likely to have a material adverse affect on the financial position, results of operations, assets, liabilities or prospects of the Business.

3.4 Brokerage and Finder's Fees. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Company and its counsel, accountants and other representatives directly with Buyer and its counsel, accountants and other representatives, without the intervention of any person in such manner as to give rise to any valid claim by any broker, finder or agent for any brokerage fees, finder's fees or commissions with respect to the transactions contemplated hereby.

3.5 Ownership and Condition of Acquired Assets. All Acquired Assets will, on the Closing Date, be owned by Company free from any lien, encumbrance or other interest of any third party (other than the interests of the lessors under the lease agreements set forth in Schedule 1.3), and will be in usable condition.

3.6 Government Inquiries. Except as set forth in Schedule 3.6, Company has received no correspondence or other inquiries from any government agency or regulatory authority involving any complaint against the Business and/or its employees, or alleging any violation of a law, rule or regulation applicable to the Business, including, without limitation, correspondence or inquiries from an Attorney General, the U.S. Food and Drug Administration or any state hearing aid dealer licensing board.

3.7 Contracts and Other Instruments. The leases, agreements and other instruments set forth in Schedule 1.3 are in effect and enforceable against the parties thereto in accordance with their terms and Company is not in default thereunder. All such instruments are assignable to Buyer without the consent of the other party thereto or such consent will be secured prior to Closing.

4. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Company as follows:

4.1 Authorization of Agreement. There has been due authorization of this Agreement by Buyer and this Agreement constitutes a valid and legally binding agreement of Buyer, enforceable in accordance with its terms.

4.2 Non-Contravention. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or result in any breach or violation of or default under any contract, agreement, lease, indenture or other instrument to which Buyer is a party or by which it is bound, the Certificate of Incorporation or By-Laws of Buyer, any judgment, decree, order, or award of any court, governmental agency or body or arbitrator, or any law, rule or regulation applicable to Buyer.

4.3 Brokerage and Finder's Fees. All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Buyer and its counsel, accountants and other representatives directly with Company and its counsel, accountants and other representatives, without the intervention of any person in such manner as to give rise to any valid claim by any broker, finder or agent for any brokerage fees, finder's fees or commissions with respect to the transactions contemplated hereby.

5. INDEMNIFICATION AND SURVIVAL

5.1 Survival of Representations and Warranties. The covenants, agreements, representations and warranties of Buyer and Company, respectively, contained in this Agreement and in any other documents delivered by it at the Closing shall remain in full force and effect and shall survive after the Closing.

5.2 Indemnification. Each party shall indemnify, hold harmless and defend the other from and against any and all losses, claims, damages, liabilities, costs and expenses sustained directly or indirectly by the other party arising out of, based upon or resulting from the inaccuracy or breach of any one or more of the covenants, agreements, representations or warranties of such party contained in this Agreement or in any document delivered pursuant hereto and any legal or other expenses incurred by the other party in connection with investigating or defending any action or claim resulting in such damages. In addition, Company shall indemnify, hold harmless and defend Buyer from and against any obligation or liability related to the operation of the Business prior to the Closing which are not included in the Assumed Liabilities or otherwise expressly assumed by Buyer hereunder, and Buyer shall indemnify, hold harmless and defend Company from and against any obligation or liability related to the operation of the Business after the Closing. The foregoing indemnification obligations of the parties shall be without limitation except that all notices seeking indemnification as set forth in Section 5.3 must be given to the party from whom indemnification is sought (the "Indemnifying Party") within three (3) years following the Closing Date.

5.3 Indemnity Notification Requirements. Any party seeking indemnification (the "Indemnified Party") under this Article 5 agrees to notify the Indemnifying Party as promptly as practicable whenever it shall have determined that there are facts or circumstances which render the Indemnifying Party liable to the Indemnified Party under this Article 5. In the event that any suit, action or proceeding shall be brought by any third party against the Indemnified Party which, if successful, would render the Indemnifying Party liable to the Indemnified Party under this Article

5, then the Indemnified Party shall, as promptly as practicable after the service of process commencing such suit, action or proceeding, notify the Indemnifying Party in writing thereof. Upon receipt of such notice, the Indemnifying Party shall be entitled at its expense to participate in the defense of any such suit, action or proceeding and any settlement negotiations with respect thereto. The Indemnifying Party shall not be liable for losses or damages resulting from any such suit, action or proceeding which is settled by the Indemnified Party unless prior to such settlement the Indemnifying Party has been given reasonable notice thereof and has been consulted with respect thereto. At any time after such notice, the Indemnifying Party may elect, to the extent that it shall wish, to assume the control of the defense of such suit, action or proceeding with counsel of its choice, and after notice from the Indemnifying Party to the Indemnified Party of its election so to assume the control of the defense thereof, the Indemnifying Party shall not be liable to the Indemnified Party for any expenses subsequently incurred by the Indemnified Party in connection with the defense thereof other than reasonable costs of investigation, nor, after such assumption of defense, shall the Indemnifying Party be liable for any losses or damages resulting from the settlement of any such suit, action or proceeding if settled by the Indemnified Party without the consent of the Indemnifying Party.

6. MISCELLANEOUS

6.1 Continuing Obligations and Further Assurances. From time to time after the Closing, Company, at Buyer's request and expense but without further consideration, will execute and deliver such further instruments of conveyance and transfer and will take such other action as Buyer reasonably may require in order more effectively to vest in Buyer and to put Buyer in possession and control of the Acquired Assets and, in the case of any contracts and rights which cannot be transferred effectively without the consent of third parties, will use its best efforts to assure to Buyer the benefits thereof. Without limiting the foregoing, Company shall promptly pay over to Buyer any payments inadvertently received by Company which relate to the operation of the Business after the Closing Date, including, without limitation, host retailer account settlement payments.

6.2 Bulk Sales Laws. Buyer hereby waives compliance by Company with the provisions of the bulk sales law of any state, and Buyer warrants and agrees to pay and discharge when due all claims of creditors which are asserted against Buyer by reason of such non-compliance, but only to the extent of the amount of any liabilities to such creditors which are specifically included in the Assumed Liabilities. Company hereby indemnifies and agrees to hold Buyer harmless from, against and in respect of (and shall upon demand reimburse Buyer for) any loss, liability, cost or expense, including, without limitation, reasonable attorneys' fees, suffered or incurred by Buyer by reason of Company's non-compliance with any so-called bulk sales law or the failure of Company to pay or discharge any claim or liability not specifically included in the Assumed Liabilities.

6.3 Operation of Business Pending Closing. Company agrees, pending the Closing, that the Business will be operated only in the ordinary course. Without limiting the foregoing, Company shall refrain from any transaction or series of transactions that would have the effect of rendering any representation and warranty of Company inaccurate as of the Closing Date.

6.4 Notices. All notices, requests and other communications contemplated hereunder shall be in writing and shall be deemed to have been duly given when received or delivered to the party to whom addressed by first class mail, postage prepaid, or when received by telegram, courier, telecopy or wire (if confirmed by mail) by the parties, their successors in interest or their assigns

at the following addresses, or at such other addresses as the parties may designate by written notice in the manner aforesaid.

If to Company: Miracle-Ear, Inc.
Fifth Street Towers
150 South 5th Street, Suite 2300
Minneapolis, MN 55402
Attn: Vice President, Franchise Operations

And

If to Buyer: _____
_____

6.5 Payment of Expenses. Each party will pay all fees and expenses incurred by it in connection with the transactions contemplated hereunder, it being understood that Company shall bear all sales taxes incurred in connection with the transfer of the Acquired Assets as provided in Section 1.1 above.

6.6 Binding Agreement; Assignment. This Agreement shall be binding upon the parties and their respective successors and assigns. This Agreement and the documents executed in connection herewith may not be assigned by Company without the prior consent of Buyer, nor by Buyer without the prior consent of Company. Nothing contained herein, express or implied, is intended to confer upon any person or entity other than the parties hereto and their successors in interest, permitted assigns and heirs any rights or remedies under or by reason of the Agreement.

6.7 Amendment and Waiver. The parties hereto, by instrument in writing signed by each such party, may amend this Agreement in any respect. The terms, covenants, representations, warranties and conditions of the Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver by any party of any condition, term, covenant, representation or warranty contained in this Agreement will be deemed to be or construed as a further or continuing waiver of any such condition, provision, term, covenant, representation or warranty of this Agreement.

6.8 Governing Law. This Agreement shall be governed by and construed solely in accordance with the internal laws of the State of Minnesota, excluding its choice of law rules. Notwithstanding the foregoing, Company's obligations under Section 6.2 shall be governed by and construed solely in accordance with the internal laws of the state in which the Acquired Assets are located.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.10 Confidentiality. No disclosure of this transaction or any of the terms of this Agreement, except as required by law, shall be made without the prior written consent of Company (in the case of disclosure by Buyer), or without the prior written consent of Buyer (in the case of disclosure by Company).

6.11 Captions and Paragraph Headings. Captions used herein are for convenience only, are not a part hereof and shall not be used in construing this Agreement.

6.12 Entire Agreement. This Agreement, together with the attached schedules and exhibits, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof.

6.13 Construction. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable, and all acknowledgments, promises, covenants, representations and obligations herein made or undertaken by Buyer shall be deemed jointly and severally undertaken by all the parties included within the definition of "Buyer".

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Miracle-Ear, Inc.	BUYER
By:_____	Its:_____
By: _____	Its:_____

Exhibit A

Locations

Schedule 1.1(a)

Acquired Assets
Addresses Assets

Schedule 1.2(b)

Pre-Closing Accounts Receivable
To be completed at closing.

Schedule 1.3

Assumed Liabilities

Schedule 2.2(b)

Promissory Note
See Promissory Note attached as Exhibit I to the disclosure document.

Schedule 2.3

Security Agreement
See Security Agreement attached as Exhibit I to the disclosure document.

Schedule 2.4

Personal Guaranty
See Personal Guaranty attached as Exhibit I to the disclosure document.

Schedule 2.5

Allocation of Purchase Price
Assets $ Franchise
Fees $ Operating
Value $ Total $

Schedule 3.6

Government Inquiries

EXHIBIT B

POST-TRANSFER FINANCIAL TERMS

Miracle-Ear, Inc. (“Company”) and (“Buyer”) agrees to the following post-transfer financial terms effective on the Closing Date.

1. Service and warranty responsibility will be assumed by Buyer; and

2. While retail refunds to consumers for products and service purchased prior to effective date will be made by Company for ____ days beyond the effective date, Buyer shall be liable for refunds beyond the aforementioned ____ day period. Settlement of refunds will be accomplished described in (4) below; and

3. Consumer payments for goods and services ordered prior to effective date, but later remitted will be collected by Buyer and forwarded to Company as described in (4) below. Company shall submit listing of sales in progress (store, consumer name, date, and amount due) as of close of business on the day before the Closing Date; and

4. Collection of sales in progress and retail refunds will be reconciled and remitted by responsible party within 60 days of effective date.

BILL OF SALE

Miracle-Ear, Inc. (“Seller”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, conveys and transfers to (“Buyer”), its successors and assigns, all of Seller’s right, title and interest in and to all of the tangible personal property listed on the attached Schedule1.1(a)(“Acquired Assets”). Seller, for itself and its successors and assigns, covenants with Buyer, and its successors and assigns, that Seller lawfully owns and has the right to grant, sell, convey and transfer the Assets, free from all liens, security interests and encumbrances of every type. Seller covenants to warrant and defend the sale of the Assets from and against all claims and demands lawfully made thereon.

Miracle-Ear, Inc.

By:_____
Its:_____

EXHIBIT H

FINANCIAL ASSISTANCE AGREEMENT PROMISSORY NOTE, GUARANTY AND SECURITY AGREEMENT

FINANCIAL ASSISTANCE AGREEMENT

THIS FINANCIAL ASSISTANCE AGREEMENT ("Agreement") is made and entered into as of _____, between Miracle-Ear, Inc. ("Miracle-Ear") and _____ ("Franchisee").

WHEREAS, Miracle-Ear and Franchisee are parties to a Franchise Agreement dated _____, as may be amended, assigned, and/or renewed from time to time (collectively the "ME Franchise Agreement"), pursuant to which Franchisee was granted the right to operate Miracle-Ear Centers ("Centers");

WHEREAS, Franchisee may request financial assistance for a variety of purposes related to the Franchise; and

WHEREAS, Miracle-Ear may provide financial assistance to Franchisee ("Financing") in its sole and absolute discretion and subject to Miracle-Ear requirements;

Therefore, in consideration of the recitals and the mutual promises contained herein, Miracle-Ear and Franchisee agree as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the meaning given to them in the Miracle-Ear Franchise Agreement.

2. Financial Support: Miracle-Ear may elect to provide financial support to Franchisee for such costs incurred by Franchisee in connection with an approved Center; subject to the execution by Franchisee, its owners and Guarantors, of the applicable Miracle-Ear Promissory Note, Lease Addendums, Guaranty and Security Agreement for each transaction, as follows:

(i) For Relocations and Renovations, Miracle-Ear may provide financing if: (i) the Relocation is approved by Miracle-Ear; (ii) the expenditures are pre-approved by Miracle-Ear; (iii) the total reimbursable costs do not exceed the amount pre-approved; (iv) Franchisee, Miracle–Ear and the respective Center's landlord ("Landlord") sign the Addendum to the Lease Agreement; (v) the Center is open and operating within ninety (90) days from the Effective Date of the applicable Promissory Note; and (vi) Franchisee, its Owners and Guarantors sign the applicable Promissory Note, Guaranty and Security Agreement;

(ii) For Working Capital or Supplemental Financing, Miracle-Ear may provide financing if (i) the expenditures are pre-approved by Miracle-Ear; (ii) the total reimbursable costs do not exceed the amount pre-approved; (iii) the Center is open and operating within ninety (90) days of the Effective Date of the applicable Promissory Note; and (iv) Franchisee, its Owners and Guarantors sign the Promissory Note, Guaranty, and Security Agreement;

(iii) For New/Additional Locations, Miracle-Ear may provide financing if: (i) the location is approved by Miracle-Ear; (ii) the expenditures are pre-approved by Miracle-Ear; (iii) the Center is open and operating within ninety (90) days of the Effective Date of the applicable Promissory Note and (iv) Franchisee, its Owners and Guarantors sign the Promissory Note, Guaranty, and Security Agreement.

Any financial support is conditioned upon Miracle-Ear approving the request and Franchisee (i) being in good standing with Miracle-Ear, (ii) executing all required Financing documents and (iii) submitting all required documentation. Miracle-Ear will provide the financial approximately

thirty (30) days from the date the Franchisee submits a complete package containing all required, properly executed documentation.

3. Schedules. Franchisee must complete an Authorization and Request for Financing form and submit it to a Miracle-Ear authorized representative, indicating the specific type of Financing requested, the Centers involved, and/or information on the proposed new Center, and if applicable, all ancillary agreements and documentation as required by Miracle-Ear. All requests for Financing are contingent upon the approval by Miracle-Ear and submission of a request does not guarantee Financing. The terms of this Agreement shall apply, regardless of any additional or conflicting terms on any Schedule or other correspondence or documentation submitted by Franchisee to Miracle-Ear, and any such additional or conflicting terms are deemed rejected by Miracle-Ear.

4. Governing Law; Jurisdiction and Venue. This Agreement and the respective rights of the parties hereunder, shall be governed and construed by the laws of the State of Minnesota, without application of any choice of law considerations. Any claim, cause of action, suit or demand allegedly arising out of or related to this Agreement, or the relationship of the parties, must be brought exclusively in the state or federal courts sitting in Hennepin County, Minneapolis, Minnesota, and the parties irrevocably consent to the jurisdiction and venue of such courts.

5. Entire Agreement. This Agreement, the exhibits, and any Promissory Notes, Guarantys and Security Agreements issue pursuant to the terms herein constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous oral or written proposals, negotiations, or discussions between the parties related to the subject matter of this Agreement. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. All Financing schedules, promissory notes, guarantees, Security Agreements, exhibits and counterparts shall be construed together and shall constitute one agreement. The delivery by a party of an executed facsimile or electronic copy of this Agreement shall constitute effective and binding execution.

6. Severability. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deleted from this Agreement and the remaining provisions shall remain in full force and effect.

Franchisee acknowledges that they have read this Agreement, have consulted with their attorneys and understand the meaning of its terms, and enter into this Agreement freely and voluntarily.

MIRACLE-EAR, INC.	**<Legal Entity Name>**
By:_____	By:_____
Emiliano Di Vincenzo Its: EVP Americas of Amplifon (USA), Inc.	Its:_____

SCHEDULES TO FINANCIAL ASSISTANCE AGREEMENT

PROMISSORY NOTES,
GUARANTYS, AND SECURITY AGREEMENTS
«M_6DIGIT_CF»

EFFECTIVE DATE: _____

RELOCATING FROM:	RELOCATING TO:
_____ _____ _____	_____ _____ _____

SCHEDULE 1 (DEFERRED):
PROMISSORY NOTE
☐ NEW LOCATION
☐ RELOCATION
☐ ACQUISITION
☐ WORKING CAPITAL

SCHEDULE 2A:
☐ NEW LOCATION–SUPPLEMENTAL FUNDING
☐ RELOCATION–SUPPLEMENTAL FUNDING
☐ ACQUISITION
☐ WORKING CAPITAL

SCHEDULE 2B:
PROMISSORY NOTE
☐ NEW LOCATION–SUPPLEMENTAL FUNDING
☐ RELOCATION–SUPPLEMENTAL FUNDING
☐ ACQUISITION
☐ WORKING CAPITAL

SCHEDULE 1
TO
FINANCIAL ASSISTANCE AGREEMENT
«M_6DIGIT_CF»
PROMISSORY NOTE

☐ NEW LOCATION
☐ RELOCATION
☐ RENOVATION
☐ WORKING CAPITAL

$«SCH_1_» EFFECTIVE DATE: _____

Due Upon Termination, Expiration or Non-Renewal of the Franchise Agreement

For value received, the undersigned, **«Maker» ("Maker")** hereby promises to pay to the order of **Miracle-Ear, Inc.**, a Minnesota corporation **("Miracle-Ear")**, the principal sum of **«Sch_1written» ($«Sch_1_»)**. Payment may be made by check, online payment system or wire transfer. Payment shall be made within five (5) days after Maker ceases to own or ceases to operate the Center for any reason. If payment is not made within said time period, interest on the unpaid principal balance will accrue at an annual rate of six percent (6%) or other such interest rate mutually agreed upon in writing by you and Miracle-Ear. Payments received pursuant to this Note shall be applied first to accrued but unpaid interest, and thereafter to principal in reverse order of maturity.

Maker shall have the right at any time to prepay this Note, in whole or in part, without penalty or premium.

This Note is secured by a personal Guaranty dated on or about the date of this Note.

Upon the sale or transfer of any interest in Maker or the sale or transfer of substantially all of the assets of Maker, the holder hereof may declare the entire unpaid amount of this Note, including interest, immediately due and payable.

This Note, without notice or demand of any kind (except as hereafter expressly provided), shall be in default ("Event of Default") hereunder if:

A. Any amount payable hereunder is not paid within ten (10) days of its due date; or
B. Any amount payable by Maker to Miracle-Ear in respect of products sold or services provided shall be greater than 60 days past due; or
C. Maker defaults in the performance of or compliance with any term (except late payments covered by clause A or B above) contained in the Franchise Agreement with Miracle-Ear which is not remedied within fifteen (15) days after written notice thereof has been given to Maker; or
D. Maker (i) is or becomes insolvent, or (ii) is or becomes unable to pay its debts as they mature; or
E. Maker shall petition or apply to any tribunal for the appointment of a trustee or receiver for Maker or for all or substantially all of its assets, or Maker shall commence any proceeding relating to Maker under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or shall make an assignment for the benefit of creditors; or
F. Any petition or application referred to in clause 5. above shall have been filed, or such proceedings shall have been commenced, against the Maker and not dismissed within thirty (30) days; or

G. The Franchise Agreement entered into between Maker and Miracle-Ear is terminated, expires without renewal, or is transferred by Maker.

Whenever an Event of Default shall occur, without demand or notice of any kind, the holder hereof may declare the entire unpaid amount of this Note, including interest, immediately due and payable (and if an Event of Default shall have occurred under clause 4. or 5. above, the entire amount of this Note shall automatically become immediately due and payable), and the holder shall have all rights and remedies available to it at law and in equity. All remedies hereunder and at law and equity are and shall be, to the extent permitted by law, cumulative and concurrent and shall be in addition to every other right, power and remedy pursuant to this Note, at law or equity. The exercise or beginning of exercise by holder of any one or more of such rights, powers or remedies shall not preclude simultaneous or later exercise by holder of any or all such other rights, powers and remedies.

Maker agrees to pay all costs (including collection agency fees and expenses and reasonable attorneys' fees and expenses) incurred by the holder hereof in enforcing the terms and conditions hereof and in effecting collection of any amounts due hereunder.

No Event of Default shall be waived by the holder except in writing. Any waiver shall be limited to the provision and the circumstances or event specifically made subject thereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon recurrence thereof. A waiver of strict compliance with any provision or measurement of compliance in a more liberal manner shall not be construed as a modification or a continuing waiver and shall not preclude Miracle-Ear from subsequently enforcing the terms of this Note. No delay on the part of the holder hereof to exercise any right or remedy shall constitute a waiver thereof, and no single or partial exercise by holder of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy.

Demand of payment, presentment for payment, notice of dishonor, protest and notice of protest hereunder are hereby waived.

This Note shall be governed and continued in accordance with the laws of the State of Minnesota, without giving effect to Minnesota conflict of laws principles. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Note.

«Maker»

By:_____

«Guarantor_1»
Its: <Title>

GUARANTY TO SCHEDULE 1
«M_6DIGIT_CF»

Effective Date: _____

1. Guaranty. I/we guaranty the timely payment and performance of all obligations under the Promissory Note issued to **Miracle-Ear, Inc. ("Miracle-Ear")** by **«Maker» ("Franchisee")** in the principal amount of **«Sch_1written» («Sch_1_»)** and the Security Agreement related thereto, each dated on or about the date of this Guaranty (collectively, the "Obligations"). If more than one person signs this Guaranty, each one is directly and completely responsible and liable for all of the Obligations.

2. Nature of Guaranty. This Guaranty is irrevocable, absolute and unconditional, and is in addition to any other security. I/we waive any defenses, counterclaims and offsets to demands for payment of the Obligations. Miracle-Ear may require payment by me/us even though it has not attempted to collect from the Franchisee or anyone else, or has not attempted to recover from any property securing the Obligations. Even if any amounts due under the Obligations have been paid, if Miracle-Ear is later required by any legal authority to return payments, this Guaranty requires me/us to assure that Miracle-Ear is reimbursed for the returned payments.

3. Circumstances Not Affecting Guaranty. Miracle-Ear may make any arrangements with the Franchisee or anyone else regarding the Obligations and security for the Obligations without affecting the Guaranty. Examples of some, but not all, circumstances which will not change or limit my/our obligation are: (a) death, bankruptcy, or insolvency of Franchisee or me/us; (b) termination, renewal or change in terms of any agreement or obligation of Franchisee to Miracle-Ear; (c) extensions of time for payment or release, settlement or compromise of any of the Obligations; (d) unenforceability of any of the Obligations; (e) release or exchange of property securing the Obligation; (f) failure by Miracle-Ear to record, file, or otherwise perfect any interest in any property securing the Obligations; (g) release of anyone responsible for the Obligations; (h) failure of Franchisee to qualify for any credits toward the Obligations. I/we waive our right of contribution and subrogation relating to payments under this Guaranty. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and applications, and to this end shall be severed.

4. Notice/Demands. This Guaranty may be enforced without notice, demand or presentment of any kind.

5. Legal Expense. If I/we fail to honor this Guaranty, I/we will pay all collection expenses incurred by Miracle-Ear, including reasonable attorney's fees.

6. Changes. The terms of this Guaranty cannot be changed unless Miracle-Ear agrees to such changes in writing. Miracle-Ear may delay or fail to exercise any rights without losing its ability to exercise them at any other time.

_____	_____	_____
«Guarantor_1»	**«Guarantor_2»**	**«Guarantor_3»**

SECURITY AGREEMENT to SCHEDULE 1
«M_6digit_CF»

Effective Date:_____

PARTIES:

Miracle-Ear, Inc. **("Secured Party")**
Fifth Street Towers
150 South 5th Street
Suite 2300
Minneapolis, MN 55402

_____ **("Debtor")**
_____
_____

RECITALS:

A. Secured Party is engaged in the business of selling and servicing hearing aids and franchises for the sale of hearing aids.

B. Debtor is a franchisee of Miracle-Ear, Inc.

C. Secured Party has agreed to loan «Sch_1_written» («Sch_1_») to Debtor pursuant to the Promissory Note (the "Note") in favor of Secured Party, which may be amended, modified, supplemented, restated or replaced from time to time, on condition that Debtor grants Secured Party a security interested as defined in this Security Agreement ("Agreement").

D. In consideration of the Note and any other extension of credit, liability, obligation, or any instrument evidencing any other debt of Debtor to Secured Party, whether such extension of credit, liability, obligation or debt now exists or is hereafter created or incurred, together with interest thereon (collectively referred to herein as the "Obligations"), and as an inducement to Secured Party to extend a loan and other credit to Debtor, Debtor grants Secured Party a security interest as defined in this Agreement.

AGREEMENTS:

In consideration of the premises and mutual covenants and promises contained herein, the parties agree as follows:

1. Definitions. "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Minnesota; *provided, however,* in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Minnesota, the term "*UCC*" shall mean the Uniform Commercial Code as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions. Unless otherwise defined in this Agreement, all terms defined in the Uniform Commercial Code and used herein shall have the same definitions herein as specified therein whether or not such term is capitalized. If a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9.

2. Grant of Security Interest. In order to secure payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in all of Debtor's assets, including without limitation, the following described property of Debtor, whether now owned or hereafter acquired and including all substitutions, replacements, accessions, insurance proceeds, and any other proceeds and products thereof, wherever located (referred to herein as the "Collateral"):

(a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation: all computer programs embedded in goods; all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods; and all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods;

(b) Personal Property: all personal property and fixtures of every kind and nature including without limitation supplies, furniture, computer hardware and software, leasehold improvements, and all books and records of Debtor.

(c) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and recordkeeping equipment and all goods for use in Debtor's business, together with all parts, equipment and attachments relating to any of the foregoing;

(d) Accounts, Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account Debtor or other obligor obligated to make any such payment or against any of the property of such account Debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds;

(e) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts;

(f) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts; and

(g) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, patient/customer files, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited liability company, and all payment intangibles;

together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection therewith, and any documents of title.

3. Debtor's Representations, Warranties and Covenants. Debtor represents, warrants and covenants that:

(a) They have the full power and authority to execute this Agreement, and to perform the obligations hereunder and to subject the Collateral to the security interest created hereby;

(b) This Agreement and the Promissory Note have been duly authorized by all necessary action;

(c) Debtor is the lawful owner of the Collateral and that, it is free of any and all encumbrances and that no other party has any right to the Collateral as of the date of this Agreement except as follows: _____

_____

(d) They irrevocably authorize Secured Party to file at any time and from time to time financing statements, continuation statements (including "in lieu" continuation statements) and amendments thereto that describe the Collateral as all assets of Debtor or words of similar effect. Debtor further authorizes, as may be necessary or appropriate, Secured Party to file other instruments and perform such acts as Secured Party reasonably may request to establish and maintain a valid and properly perfected security interest in the Collateral. The parties agree that a carbon, photographic or other reproduction of this Agreement or any financing statement is sufficient as a financing statement to perfect Secured Party's interest hereunder;

(e) They will keep accurate and complete records of the Collateral at all times and permit Secured Party to inspect the records and the Collateral at all reasonable times. Upon request of Secured Party, Debtor will furnish such reports and statements as Secured Party reasonably may request with respect to the Collateral; and

(f) Debtor is duly organized under the exact name and in the state first listed above and agrees, from time to time upon request by Secured Party, to provide Secured Party a current copy of its organization documents which have been contemporaneously certified by the state in which it is organized. Debtor shall provide Secured Party advance written notice prior to changing its name, chief executive office, mailing address, organizational identification number, type of organization, jurisdiction of organization or other legal structure.

4. Other Covenants of Debtor. So long as any of the Obligations, including the Promissory Note or this Agreement or any part thereof, remains unpaid or unperformed, Debtor further covenants and agrees that it:

(a) shall not sell, lease or otherwise transfer or dispose of the Collateral without prior notice to and consent of the Secured Party, other than (i) the disposition of inventory in the ordinary course of business, and (ii) sales or dispositions of obsolete items of equipment;

(b) shall protect and maintain the Collateral in good condition in each of the locations where it is currently located, notify Secured Party of any change in address of the Collateral from the current address and provide fire (including so-called extended coverage), theft, and other risk insurance in form and amount customary in Debtor's business and reasonably satisfactory to Secured Party, with any loss payable to Secured Party to the extent of its interest, and shall deliver to Secured Party insurance certificates and policies evidencing such compliance upon request;

(c) shall promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral;

(d) shall keep the Collateral free and clear from all claims, liens or encumbrances, except for the security interest granted hereby and as disclosed in Section 3 above;

(e) Debtor will not, without prior written consent of Secured Party, change its legal name, identity, type of organization, jurisdiction, corporate structure, location of its chief executive offices or principal place of business, or its organizational identification number. Debtor will, prior to any change described in the preceding sentence, take all actions reasonably requested by Secured Party to maintain the perfection and priority of Secured Party's security interest in the Collateral;

(f) shall execute, deliver or endorse any and all instruments, documents, assignments, security agreements or other agreements and writings which Secured Creditor may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Creditor's rights under this Agreement;

(g) shall, at the request of Secured Party, receive as the sole and exclusive property of Secured Party and as trustee for Secured Party, all monies, checks, notes, drafts and all other payments for and/or proceeds of Collateral which come into the possession or under the control of Debtor and immediately upon receipt thereof, Debtor shall remit same (or case the same to be remitted), in kind, to Secured Party or at Secured Party's direction, and shall apply the same to and on account of the Obligations; and

(h) shall pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including all reasonable attorney's fees) incurred by Secured Party in connection with the creation, perfection, satisfaction, protection, defense or endorsement of the security interest or the creation, continuance, protection, defense or enforcement of this Agreement or any or all of the Obligations, including expenses incurred in any litigation, bankruptcy or insolvency proceedings.

5. Events of Default. Debtor shall be in default under this Security Agreement upon the happening of any of the following events:

(a) Any Event of Default under the Note;

(b) Any representation or warranty made by Debtor in this Agreement proves to be materially false or misleading;

(c) Debtor materially breaches its Obligations or any of its other covenants, obligations or duties under this Agreement or any other instrument, document or agreement with the Secured Party;

(d) Debtor files a petition in bankruptcy, insolvency or receivership; or if such petition is filed against Debtor and is not dismissed within thirty (30) days of filing; or if Debtor makes an assignment for the benefit of creditors; or if Debtor dissolves, liquidates or ceases the active conduct of its business; or

(e) A garnishment, summons or a writ of attachment is issued against or served upon Secured Party regarding the attachment of any property of Debtor or any indebtedness owing to Debtor.

6. Remedies Upon Default. Upon the occurrence of an Event of Default as set forth in the preceding paragraph, Secured Party may exercise any and all of the following remedies provided hereunder or under applicable law. No exercise of any one or more of such remedies shall preclude Secured Party from exercising any other such remedy at the same time or any other time. Secured Party may:

(a) Declare the balance of all amounts owing under any of the Obligations, including the sums to be paid under the Note, to be due and payable immediately, without having to serve any notice of default upon Debtor;

(b) Exercise any and all of the remedies of a Secured Party under the Uniform Commercial Code with respect to the Collateral, including the right to offer and sell the Collateral privately to purchasers. Secured Party may require Debtor to assemble the Collateral and make it available to it at a place designed as reasonably convenient to both parties. If notice to Debtor is required by law in a particular instance, such notice shall be deemed to be commercially reasonable if given at least ten (10) calendar days prior to the date of the intended disposition or other action. Debtor will pay any deficiency that may remain after exercise of such rights, and any funds of Debtor in hands of Secured Party from insurance premium refunds or otherwise, may be applied thereon. All of Secured Party's rights hereunder are cumulative and no waiver of any default shall affect any subsequent default; and

(c) If Debtor fails to perform any of the obligations set forth in Section 4 above, may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account Debtors or other obligors, the execution of financing statements and the endorsement of instruments; and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable under the Note. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-

fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 6.

7. No Waiver. This Agreement can be waived, modified, amended, and terminated only explicitly in writing signed by Secured Party and Debtor. This Agreement can be discharged, and the Security Interest can be released only explicitly in writing or an acknowledgement signed by Secured Party. A waiver shall be effective only in the specific instance and for the specific purpose given. Waiver by Secured Party of any default hereunder shall not be a waiver of any default or of the same default on a later occasion. No delay or failure by Secured Party to exercise any right or remedy shall be a waiver of such right or remedy. No single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise of such right or remedy at any other time.

8. Account Verification and Collection Rights of Secured Party. At any time after the occurrence of an Event of Default, Secured Party shall have the right to verify any accounts in the name of Debtor or in Secured Party' own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party for that purpose. Secured Party may, at any time after the occurrence of an Event of Default, notify any account Debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time, after the occurrence of an Event of Default, Debtor will so notify such account Debtors and other obligors in writing and will indicate on all invoices to such account Debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account Debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account Debtor or other obligor.

9. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of banker's lien, offset, or counterclaim, which right Debtor hereby grants to Secured Party.

10. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application.

11. Notices. All notices to be given to Debtor shall be deemed sufficiently given if delivered or mailed by nationally recognized courier (e.g., FedEx, DHL) for overnight delivery, registered or certified mail, postage prepaid, to Debtor at its address set forth above or at the most recent address shown on Secured Party's records.

12. Disclaimer of Obligations. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to act upon the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order or application.

13. Survival. All representations, warranties and covenants contained in the Security Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

14. Modification. No waiver, modification, amendment or termination of this Agreement or any provision hereof shall be effective unless contained in a writing signed by the party to be bound thereby.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, representatives, successors and assigns.

16. Applicable Law. This Agreement and all rights and obligations hereunder shall be governed by and interpreted under the laws of the State of Minnesota, without application of any choice of law considerations.

17. Entire Agreement. This Agreement represents the only agreement among the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating thereto. Copies of this Agreement with signatures transmitted electronically (e.g., by email facsimile or pdf) shall be deemed to be original signed versions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Miracle-Ear, Inc. (Secured Party)	**«Franchisee»** (Debtor)
By:_____	By:_____
Emiliano Di Vincenzo	«Title»
Its: EVP Americas of Amplifon (USA), Inc.	Its:_____

SCHEDULE 2A TO
FINANCIAL ASSISTANCE AGREEMENT
«M_6DIGIT_CF»
PROMISSORY NOTE

☐ NEW LOCATION–SUPPLEMENTAL FUNDING
☐ RELOCATION–SUPPLEMENTAL FUNDING
☐ ACQUISITION
☐ WORKING CAPITAL

$«SCH_2A_» EFFECTIVE DATE:_____

First Payment Date: Last Payment Date:

For value received, the undersigned, **«Maker» ("Maker")** hereby promises to pay to the order of **Miracle-Ear, Inc.**, a Minnesota corporation **("Miracle-Ear")**, the principal sum of **«Sch_1written» ($«Sch_2A_»)**, together with interest on the unpaid principal balance outstanding from time to time at an annual rate of four percent (4%). Payments shall be made by check, online payment system or wire transfer. Payments shall be made in 60 equal monthly installments of principal and interest of **«Sch_2A_Mo_written» ($«Sch_2A_Mo»)** in accordance with the attached Amortization Schedule, commencing on _____ and continuing on the first day of each succeeding month for the next 59 months, with one final payment on _____ for the entire unpaid principal and interest not yet paid at such time. Payments received pursuant to this Note shall be applied first to accrued but unpaid interest, and thereafter to principal in reverse order of maturity.

Maker shall have the right at any time to prepay this Note, in whole or in part, without penalty or premium.

This Note is secured by a Security Agreement and personal Guaranty.

Upon the sale or transfer of any interest in Maker or the sale or transfer of substantially all of the assets of Maker, the holder hereof may declare the entire unpaid amount of this Note, including interest, immediately due and payable.

This Note, without notice or demand of any kind (except as hereafter expressly provided), shall be in default ("Event of Default") hereunder if:

A. Any amount payable hereunder is not paid within ten (10) days of its due date; or
B. Any amount payable by Maker to Miracle-Ear in respect of products sold or services provided shall be greater than 60 days past due; or
C. Maker defaults in the performance of or compliance with any term (except late payments covered by clauses A or B above) contained in any other agreement with Miracle-Ear which is not remedied within fifteen (15) days after written notice thereof has been given to Maker; or
D. Maker (i) is or becomes insolvent, or (ii) is or becomes unable to pay its debts as they mature; or
E. Maker shall petition or apply to any tribunal for the appointment of a trustee or receiver for Maker or for all or substantially all of its assets, or Maker shall commence any proceeding relating to Maker under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or shall make an assignment for the benefit of creditors; or

F. Any petition or application referred to in clause E above shall have been filed, or such proceedings shall have been commenced, against the Maker and not dismissed within thirty (30) days; or

G. The Franchise Agreement entered into between Maker and Miracle-Ear is terminated, expires without renewal, or is transferred by Maker.

Whenever an Event of Default shall occur, without demand or notice of any kind, the holder hereof may declare the entire unpaid amount of this Note, including interest, immediately due and payable (and if an Event of Default shall have occurred under clause E or F above, the entire amount of this Note shall automatically become immediately due and payable), and the holder shall have all rights and remedies available to it at law and in equity. All remedies hereunder and at law and equity are and shall be, to the extent permitted by law, cumulative and concurrent and shall be in addition to every other right, power and remedy pursuant to this Note, at law or equity. The exercise or beginning of exercise by holder of any one or more of such rights, powers or remedies shall not preclude simultaneous or later exercise by holder of any or all such other rights, powers and remedies.

Maker agrees to pay all costs (including reasonable attorneys' fees) incurred by the holder hereof in enforcing the terms and conditions hereof and in effecting collection of any amounts due hereunder.

No Event of Default shall be waived by the holder except in writing. Any waiver shall be limited to the provision and the circumstances or event specifically made subject thereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon recurrence thereof. A waiver of strict compliance with any provision or measurement of compliance in a more liberal manner shall not be construed as a modification or a continuing waiver and shall not preclude Miracle-Ear from subsequently enforcing the terms of this Note. No delay on the part of the holder hereof to exercise any right or remedy shall constitute a waiver thereof, and no single or partial exercise by holder of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy.

Demand of payment, presentment for payment, notice of dishonor, protest and notice of protest hereunder are hereby waived.

This Note shall be governed and continued in accordance with the laws of the State of Minnesota, without giving effect to Minnesota conflict of laws principles. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Note.

«Maker»

By:_____

«Guarantor_1»
Its: <Title>

GUARANTY TO SCHEDULE 2A
«M_6digit_CF»

Effective Date: _____

1. Guaranty. I/we guaranty the timely payment and performance of all obligations under the Promissory Note issued to **Miracle-Ear, Inc. ("Miracle-Ear")** by **«Maker» ("Franchisee")** in the principal amount of **«Sch_2A_written» ($«Sch_2A_»)** and the Security Agreement related thereto, each dated on or about the date of this Guaranty (collectively, the "Obligations"). If more than one person signs this Guaranty, each one is directly and completely responsible and liable for all of the Obligations.

2. Nature of Guaranty. This Guaranty is irrevocable, absolute and unconditional, and is in addition to any other security. I/we waive any defenses, counterclaims and offsets to demands for payment of the Obligations. Miracle-Ear may require payment by me/us even though it has not attempted to collect from the Franchisee or anyone else, or has not attempted to recover from any property securing the Obligations. Even if any amounts due under the Obligations have been paid, if Miracle-Ear is later required by any legal authority to return payments, this Guaranty requires me/us to assure that Miracle-Ear is reimbursed for the returned payments.

3. Circumstances Not Affecting Guaranty. Miracle-Ear may make any arrangements with the Franchisee or anyone else regarding the Obligations and security for the Obligations without affecting the Guaranty. Examples of some, but not all, circumstances which will not change or limit my/our obligation are: (a) death, bankruptcy, or insolvency of Franchisee or me/us; (b) termination, renewal or change in terms of any agreement or obligation of Franchisee to Miracle-Ear; (c) extensions of time for payment or release, settlement or compromise of any of the Obligations; (d) unenforceability of any of the Obligations; (e) release or exchange of property securing the Obligation; (f) failure by Miracle-Ear to record, file, or otherwise perfect any interest in any property securing the Obligations; (g) release of anyone responsible for the Obligations; (h) failure of Franchisee to qualify for any credits toward the Obligations. I/we waive our right of contribution and subrogation relating to payments under this Guaranty. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and applications, and to this end shall be severed.

4. Notice/Demands. This Guaranty may be enforced without notice, demand or presentment of any kind.

5. Legal Expense. If I/we fail to honor this Guaranty, I/we will pay all collection expenses incurred by Miracle-Ear, including reasonable attorney's fees.

6. Changes. The terms of this Guaranty cannot be changed unless Miracle-Ear agrees to such changes in writing. Miracle-Ear may delay or fail to exercise any rights without losing its ability to exercise them at any other time.

_____	_____	_____
«Guarantor_1»	**«Guarantor_2»**	**«Guarantor_3»**

SECURITY AGREEMENT to SCHEDULE 2A
«M_6digit_CF»

Effective Date:_____

PARTIES:

Miracle-Ear, Inc. **("Secured Party")**
Fifth Street Towers
150 South 5th Street
Suite 2300
Minneapolis, MN 55402

_____ **("Debtor")**
_____
_____

RECITALS:

A. Secured Party is engaged in the business of selling and servicing hearing aids and franchises for the sale of hearing aids.

B. Debtor is a franchisee of Miracle-Ear, Inc.

C. Secured Party has agreed to loan «Sch_2A_written» («Sch_2A_») to Debtor pursuant to the Promissory Note (the "Note") in favor of Secured Party, which may be amended, modified, supplemented, restated or replaced from time to time, on condition that Debtor grant Secured Party a security interested as defined in this Security Agreement ("Agreement").

D. In consideration of the Note and any other extension of credit, liability, obligation, or any instrument evidencing any other debt of Debtor to Secured Party, whether such extension of credit, liability, obligation or debt now exists or is hereafter created or incurred, together with interest thereon (collectively referred to herein as the "Obligations"), and as an inducement to Secured Party to extend a loan and other credit to Debtor, Debtor grants Secured Party a security interest as defined in this Agreement.

AGREEMENTS:

In consideration of the premises and mutual covenants and promises contained herein, the parties agree as follows:

1. Definitions. "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Minnesota; *provided, however,* in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Minnesota, the term "*UCC*" shall mean the Uniform Commercial Code as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions. Unless otherwise defined in this Agreement, all terms defined in the Uniform Commercial Code and used herein shall have the same definitions herein as specified therein whether or not such term is capitalized. If a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9.

2. Grant of Security Interest. In order to secure payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in all of Debtor's assets, including without limitation, the following described property of Debtor, whether now owned or hereafter acquired and including all substitutions, replacements, accessions, insurance proceeds, and any other proceeds and products thereof, wherever located (referred to herein as the "Collateral"):

(a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation: all computer programs embedded in goods; all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods; and all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods;

(b) Personal Property: all personal property and fixtures of every kind and nature including without limitation supplies, furniture, computer hardware and software, leasehold improvements, and all books and records of Debtor.

(c) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and recordkeeping equipment and all goods for use in Debtor's business, together with all parts, equipment and attachments relating to any of the foregoing;

(d) Accounts, Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account Debtor or other obligor obligated to make any such payment or against any of the property of such account Debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds;

(e) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts;

(f) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts; and

(g) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, patient/customer files, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited liability company, and all payment intangibles;

together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection therewith, and any documents of title.

3. Debtor's Representations, Warranties and Covenants. Debtor represents, warrants and covenants that:

(a) They have the full power and authority to execute this Agreement, and to perform the obligations hereunder and to subject the Collateral to the security interest created hereby;

(b) This Agreement and the Promissory Note have been duly authorized by all necessary action;

(c) Debtor is the lawful owner of the Collateral and that, it is free of any and all encumbrances and that no other party has any right to the Collateral as of the date of this Agreement except as follows:_____
_____
_____;

(d) They irrevocably authorize Secured Party to file at any time and from time to time financing statements, continuation statements (including "in lieu" continuation statements) and amendments thereto that describe the Collateral as all assets of Debtor or words of similar effect. Debtor further authorizes, as may be necessary or appropriate, Secured Party to file other instruments and perform such acts as Secured Party reasonably may request to establish and maintain a valid and properly perfected security interest in the Collateral. The parties agree that a carbon, photographic or other reproduction of this Agreement or any financing statement is sufficient as a financing statement to perfect Secured Party's interest hereunder;

(e) They will keep accurate and complete records of the Collateral at all times and permit Secured Party to inspect the records and the Collateral at all reasonable times. Upon request of Secured Party, Debtor will furnish such reports and statements as Secured Party reasonably may request with respect to the Collateral; and

(f) Debtor is duly organized under the exact name and in the state first listed above and agrees, from time to time upon request by Secured Party, to provide Secured Party a current copy of its organization documents which have been contemporaneously certified by the state in which it is organized. Debtor shall provide Secured Party advance written notice prior to changing its name, chief executive office, mailing address, organizational identification number, type of organization, jurisdiction of organization or other legal structure.

4. Other Covenants of Debtor. So long as any of the Obligations, including the Promissory Note or this Agreement or any part thereof, remains unpaid or unperformed, Debtor further covenants and agrees that it:

(a) shall not sell, lease or otherwise transfer or dispose of the Collateral without prior notice to and consent of the Secured Party, other than (i) the disposition of inventory in the ordinary course of business, and (ii) sales or dispositions of obsolete items of equipment;

(b) shall protect and maintain the Collateral in good condition in each of the locations where it is currently located, notify Secured Party of any change in address of the Collateral from the current address and provide fire (including so-called extended coverage), theft, and other risk insurance in form and amount customary in Debtor's business and reasonably satisfactory to Secured Party, with any loss payable to Secured Party to the extent of its interest, and shall deliver to Secured Party insurance certificates and policies evidencing such compliance upon request;

(c) shall promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral;

(d) shall keep the Collateral free and clear from all claims, liens or encumbrances, except for the security interest granted hereby and as disclosed in Section 3 above;

(e) Debtor will not, without prior written consent of Secured Party, change its legal name, identity, type of organization, jurisdiction, corporate structure, location of its chief executive offices or principal place of business, or its organizational identification number. Debtor will, prior to any change described in the preceding sentence, take all actions reasonably requested by Secured Party to maintain the perfection and priority of Secured Party's security interest in the Collateral;

(f) shall execute, deliver or endorse any and all instruments, documents, assignments, security agreements or other agreements and writings which Secured Creditor may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Creditor's rights under this Agreement;

(g) shall, at the request of Secured Party, receive as the sole and exclusive property of Secured Party and as trustee for Secured Party, all monies, checks, notes, drafts and all other payments for and/or proceeds of Collateral which come into the possession or under the control of Debtor and immediately upon receipt thereof, Debtor shall remit same (or case the same to be remitted), in kind, to Secured Party or at Secured Party's direction, and shall apply the same to and on account of the Obligations; and

(h) shall pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including all reasonable attorney's fees) incurred by Secured Party in connection with the creation, perfection, satisfaction, protection, defense or endorsement of the security interest or the creation, continuance, protection, defense or enforcement of this Agreement or any or all of the Obligations, including expenses incurred in any litigation, bankruptcy or insolvency proceedings.

5. Events of Default. Debtor shall be in default under this Security Agreement upon the happening of any of the following events:

(a) Any Event of Default under the Note;

(b) Any representation or warranty made by Debtor in this Agreement proves to be materially false or misleading;

(c) Debtor materially breaches its Obligations or any of its other covenants, obligations or duties under this Agreement or any other instrument, document or agreement with the Secured Party;

(d) Debtor files a petition in bankruptcy, insolvency or receivership; or if such petition is filed against Debtor and is not dismissed within thirty (30) days of filing; or if Debtor makes an assignment for the benefit of creditors; or if Debtor dissolves, liquidates or ceases the active conduct of its business; or

(e) A garnishment, summons or a writ of attachment is issued against or served upon Secured Party regarding the attachment of any property of Debtor or any indebtedness owing to Debtor.

6. Remedies Upon Default. Upon the occurrence of an Event of Default as set forth in the preceding paragraph, Secured Party may exercise any and all of the following remedies provided hereunder or under applicable law. No exercise of any one or more of such remedies shall preclude Secured Party from exercising any other such remedy at the same time or any other time. Secured Party may:

(a) Declare the balance of all amounts owing under any of the Obligations, including the sums to be paid under the Note, to be due and payable immediately, without having to serve any notice of default upon Debtor;

(b) Exercise any and all of the remedies of a Secured Party under the Uniform Commercial Code with respect to the Collateral, including the right to offer and sell the Collateral privately to purchasers. Secured Party may require Debtor to assemble the Collateral and make it available to it at a place designed as reasonably convenient to both parties. If notice to Debtor is required by law in a particular instance, such notice shall be deemed to be commercially reasonable if given at least ten (10) calendar days prior to the date of the intended disposition or other action. Debtor will pay any deficiency that may remain after exercise of such rights, and any funds of Debtor in hands of Secured Party from insurance premium refunds or otherwise, may be applied thereon. All of Secured Party's rights hereunder are cumulative and no waiver of any default shall affect any subsequent default; and

(c) If Debtor fails to perform any of the obligations set forth in Section 4 above, may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account Debtors or other obligors, the execution of financing statements and the endorsement of instruments; and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable under the Note. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-

fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 6.

7. No Waiver. This Agreement can be waived, modified, amended, and terminated only explicitly in writing signed by Secured Party and Debtor. This Agreement can be discharged, and the Security Interest can be released only explicitly in writing or an acknowledgement signed by Secured Party. A waiver shall be effective only in the specific instance and for the specific purpose given. Waiver by Secured Party of any default hereunder shall not be a waiver of any default or of the same default on a later occasion. No delay or failure by Secured Party to exercise any right or remedy shall be a waiver of such right or remedy. No single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise of such right or remedy at any other time.

8. Account Verification and Collection Rights of Secured Party. At any time after the occurrence of an Event of Default, Secured Party shall have the right to verify any accounts in the name of Debtor or in Secured Party' own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party for that purpose. Secured Party may, at any time after the occurrence of an Event of Default, notify any account Debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time, after the occurrence of an Event of Default, Debtor will so notify such account Debtors and other obligors in writing and will indicate on all invoices to such account Debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account Debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account Debtor or other obligor.

9. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of banker's lien, offset, or counterclaim, which right Debtor hereby grants to Secured Party.

10. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application.

11. Notices. All notices to be given to Debtor shall be deemed sufficiently given if delivered or mailed by nationally recognized courier (e.g., FedEx, DHL) for overnight delivery, registered or certified mail, postage prepaid, to Debtor at its address set forth above or at the most recent address shown on Secured Party's records.

12. Disclaimer of Obligations. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to act upon the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order or application.

13. Survival. All representations, warranties and covenants contained in the Security Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

14. Modification. No waiver, modification, amendment or termination of this Agreement or any provision hereof shall be effective unless contained in a writing signed by the party to be bound thereby.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, representatives, successors and assigns.

16. Applicable Law. This Agreement and all rights and obligations hereunder shall be governed by and interpreted under the laws of the State of Minnesota, without application of any choice of law considerations.

17. Entire Agreement. This Agreement represents the only agreement among the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating thereto. Copies of this Agreement with signatures transmitted electronically (e.g., by email facsimile or pdf) shall be deemed to be original signed versions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Miracle-Ear, Inc. (Secured Party)	**«Franchisee»** (Debtor)
By:_____	By:_____
Emiliano Di Vincenzo	
Its: EVP Americas of Amplifon (USA), Inc.	Its:_____

AMORTIZATION SCHEDULE

Name: «Maker»

Subject: «M_6digit_CF»
Supplemental (Schedule 2A)

PV	$«Sch_2A_»
Interest - Yr	6%
Interest - Mo	0.5%
Term	60
PMT	$«Sch_2A_Mo»

SCHEDULE 2B TO
FINANCIAL ASSISTANCE AGREEMENT
«M_6DIGIT_CF»
PROMISSORY NOTE

☐ NEW LOCATION–SUPPLEMENTAL FUNDING
☐ RELOCATION–SUPPLEMENTAL FUNDING
☐ ACQUISITION
☐ WORKING CAPITAL

$«SCH_2B_» EFFECTIVE DATE:

_____

First Payment Date: Last Payment Date:

For value received, the undersigned, **«Maker» ("Maker")** hereby promises to pay to the order of **Miracle-Ear, Inc.**, a Minnesota corporation **("Miracle-Ear")**, the principal sum of **«Sch_2B_written» ($«Sch_2B_»)**, together with interest on the unpaid principal balance outstanding from time to time at an annual rate of six percent (6%). Payments shall be made by check, online payment system or wire transfer. Payments shall be made in 60 equal monthly installments of principal and interest of **«Sch_2B_Mo_written» ($«Sch_2B_Mo»)** in accordance with the attached Amortization Schedule, commencing on _____ and continuing on the first day of each succeeding month for the next 59 months, with one final payment on _____ for the entire unpaid principal and interest not yet paid at such time. Payments received pursuant to this Note shall be applied first to accrued but unpaid interest, and thereafter to principal in reverse order of maturity.

Maker shall have the right at any time to prepay this Note, in whole or in part, without penalty or premium.

This Note is secured by a Security Agreement and personal Guaranty.

Upon the sale or transfer of any interest in Maker or the sale or transfer of substantially all of the assets of Maker, the holder hereof may declare the entire unpaid amount of this Note, including interest, immediately due and payable.

This Note, without notice or demand of any kind (except as hereafter expressly provided), shall be in default ("Event of Default") hereunder if:

A. Any amount payable hereunder is not paid within ten (10) days of its due date; or
B. Any amount payable by Maker to Miracle-Ear in respect of products sold or services provided shall be greater than 60 days past due; or
C. Maker defaults in the performance of or compliance with any term (except late payments covered by clauses A or B above) contained in any other agreement with Miracle-Ear which is not remedied within fifteen (15) days after written notice thereof has been given to Maker; or
D. Maker (i) is or becomes insolvent, or (ii) is or becomes unable to pay its debts as they mature; or
E. Maker shall petition or apply to any tribunal for the appointment of a trustee or receiver for Maker or for all or substantially all of its assets, or Maker shall commence any proceeding relating to Maker under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or shall make an assignment for the benefit of creditors; or

F. Any petition or application referred to in clause E above shall have been filed, or such proceedings shall have been commenced, against the Maker and not dismissed within thirty (30) days; or

G. The Franchise Agreement entered into between Maker and Miracle-Ear is terminated, expires without renewal, or is transferred by Maker.

Whenever an Event of Default shall occur, without demand or notice of any kind, the holder hereof may declare the entire unpaid amount of this Note, including interest, immediately due and payable (and if an Event of Default shall have occurred under clause E or F above, the entire amount of this Note shall automatically become immediately due and payable), and the holder shall have all rights and remedies available to it at law and in equity. All remedies hereunder and at law and equity are and shall be, to the extent permitted by law, cumulative and concurrent and shall be in addition to every other right, power and remedy pursuant to this Note, at law or equity. The exercise or beginning of exercise by holder of any one or more of such rights, powers or remedies shall not preclude simultaneous or later exercise by holder of any or all such other rights, powers and remedies.

Maker agrees to pay all costs (including reasonable attorneys' fees) incurred by the holder hereof in enforcing the terms and conditions hereof and in effecting collection of any amounts due hereunder.

No Event of Default shall be waived by the holder except in writing. Any waiver shall be limited to the provision and the circumstances or event specifically made subject thereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon recurrence thereof. A waiver of strict compliance with any provision or measurement of compliance in a more liberal manner shall not be construed as a modification or a continuing waiver and shall not preclude Miracle-Ear from subsequently enforcing the terms of this Note. No delay on the part of the holder hereof to exercise any right or remedy shall constitute a waiver thereof, and no single or partial exercise by holder of any right or remedy shall preclude other or further exercise thereof, or the exercise of any other right or remedy.

Demand of payment, presentment for payment, notice of dishonor, protest and notice of protest hereunder are hereby waived.

This Note shall be governed and continued in accordance with the laws of the State of Minnesota, without giving effect to Minnesota conflict of laws principles. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or be invalid under such law, such provision shall be severable, and be ineffective to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Note.

«Maker»

By:_____

«Guarantor_1»
Its: <Title>

GUARANTY TO SCHEDULE 2B
«M_6digit_CF»

Effective Date: _____

1. Guaranty. I/we guaranty the timely payment and performance of all obligations under the Promissory Note issued to **Miracle-Ear, Inc. ("Miracle-Ear")** by **«Maker» ("Franchisee")** in the principal amount of **«Sch_2B_written» ($«Sch_2B_»)** and the Security Agreement related thereto, each dated on or about the date of this Guaranty (collectively, the "Obligations"). If more than one person signs this Guaranty, each one is directly and completely responsible and liable for all of the Obligations.

2. Nature of Guaranty. This Guaranty is irrevocable, absolute and unconditional, and is in addition to any other security. I/we waive any defenses, counterclaims and offsets to demands for payment of the Obligations. Miracle-Ear may require payment by me/us even though it has not attempted to collect from the Franchisee or anyone else, or has not attempted to recover from any property securing the Obligations. Even if any amounts due under the Obligations have been paid, if Miracle-Ear is later required by any legal authority to return payments, this Guaranty requires me/us to assure that Miracle-Ear is reimbursed for the returned payments.

3. Circumstances Not Affecting Guaranty. Miracle-Ear may make any arrangements with the Franchisee or anyone else regarding the Obligations and security for the Obligations without affecting the Guaranty. Examples of some, but not all, circumstances which will not change or limit my/our obligation are: (a) death, bankruptcy, or insolvency of Franchisee or me/us; (b) termination, renewal or change in terms of any agreement or obligation of Franchisee to Miracle-Ear; (c) extensions of time for payment or release, settlement or compromise of any of the Obligations; (d) unenforceability of any of the Obligations; (e) release or exchange of property securing the Obligation; (f) failure by Miracle-Ear to record, file, or otherwise perfect any interest in any property securing the Obligations; (g) release of anyone responsible for the Obligations; (h) failure of Franchisee to qualify for any credits toward the Obligations. I/we waive our right of contribution and subrogation relating to payments under this Guaranty. Any invalidity or unenforceability of any provision or application of this Guaranty shall not affect other lawful provisions and applications, and to this end shall be severed.

4. Notice/Demands. This Guaranty may be enforced without notice, demand or presentment of any kind.

5. Legal Expense. If I/we fail to honor this Guaranty, I/we will pay all collection expenses incurred by Miracle-Ear, including reasonable attorney's fees.

6. Changes. The terms of this Guaranty cannot be changed unless Miracle-Ear agrees to such changes in writing. Miracle-Ear may delay or fail to exercise any rights without losing its ability to exercise them at any other time.

_____	_____	_____
«Guarantor_1»	**«Guarantor_2»**	**«Guarantor_3»**

SECURITY AGREEMENT to SCHEDULE 2B
«M_6digit_CF»

Effective Date:_____

PARTIES:

Miracle-Ear, Inc. ("Secured Party")
Fifth Street Towers
150 South 5th Street
Suite 2300
Minneapolis, MN 55402

_____ ("Debtor")
_____
_____

RECITALS:

A. Secured Party is engaged in the business of selling and servicing hearing aids and franchises for the sale of hearing aids.

B. Debtor is a franchisee of Miracle-Ear, Inc.

C. Secured Party has agreed to loan «Sch_2B_written» («Sch_2B_») to Debtor pursuant to the Promissory Note (the "Note") in favor of Secured Party, which may be amended, modified, supplemented, restated or replaced from time to time, on condition that Debtor grants Secured Party a security interested as defined in this Security Agreement ("Agreement").

D. In consideration of the Note and any other extension of credit, liability, obligation, or any instrument evidencing any other debt of Debtor to Secured Party, whether such extension of credit, liability, obligation or debt now exists or is hereafter created or incurred, together with interest thereon (collectively referred to herein as the "Obligations"), and as an inducement to Secured Party to extend a loan and other credit to Debtor, Debtor grants Secured Party a security interest as defined in this Agreement.

AGREEMENTS:

In consideration of the premises and mutual covenants and promises contained herein, the parties agree as follows:

1. Definitions. "UCC" means the Uniform Commercial Code as the same may from time to time be in effect in the State of Minnesota; *provided, however,* in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Minnesota, the term "*UCC*" shall mean the Uniform Commercial Code as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions. Unless otherwise defined in this Agreement, all terms defined in the Uniform Commercial Code and used herein shall have the same definitions herein as specified therein whether or not such term is capitalized. If a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9.

2. Grant of Security Interest. In order to secure payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in all of Debtor's assets, including without limitation, the following described property of Debtor, whether now owned or hereafter acquired and including all substitutions, replacements, accessions, insurance proceeds, and any other proceeds and products thereof, wherever located (referred to herein as the "Collateral"):

(a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation: all computer programs embedded in goods; all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection with any such goods; and all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods;

(b) Personal Property: all personal property and fixtures of every kind and nature including without limitation supplies, furniture, computer hardware and software, leasehold improvements, and all books and records of Debtor.

(c) Equipment: All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including but not limited to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and recordkeeping equipment and all goods for use in Debtor's business, together with all parts, equipment and attachments relating to any of the foregoing;

(d) Accounts, Contract Rights and Other Rights to Payment: Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account Debtor or other obligor obligated to make any such payment or against any of the property of such account Debtor or other obligor; all including but not limited to all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds;

(e) Instruments: All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including but not limited to promissory notes, drafts, bills of exchange and trade acceptances; all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts;

(f) Deposit Accounts and Investment Property: All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including, without limitation, any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts; and

(g) General Intangibles: All general intangibles of Debtor, whether now owned or hereafter acquired, including, but not limited to, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, patient/customer files, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited liability company, and all payment intangibles;

together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with all accessories, attachments, parts, equipment, accessions and repairs now or hereafter attached or affixed to or used in connection therewith, and any documents of title.

3. Debtor's Representations, Warranties and Covenants. Debtor represents, warrants and covenants that:

(a) They have the full power and authority to execute this Agreement, and to perform the obligations hereunder and to subject the Collateral to the security interest created hereby;

(b) This Agreement and the Promissory Note have been duly authorized by all necessary action;

(c) Debtor is the lawful owner of the Collateral and that, it is free of any and all encumbrances and that no other party has any right to the Collateral as of the date of this Agreement except as follows:_____
_____
_____;

(d) They irrevocably authorize Secured Party to file at any time and from time to time financing statements, continuation statements (including "in lieu" continuation statements) and amendments thereto that describe the Collateral as all assets of Debtor or words of similar effect. Debtor further authorize, as may be necessary or appropriate, Secured Party to file other instruments and perform such acts as Secured Party reasonably may request to establish and maintain a valid and properly perfected security interest in the Collateral. The parties agree that a carbon, photographic or other reproduction of this Agreement or any financing statement is sufficient as a financing statement to perfect Secured Party's interest hereunder;

(e) They will keep accurate and complete records of the Collateral at all times and permit Secured Party to inspect the records and the Collateral at all reasonable times. Upon request of Secured Party, Debtor will furnish such reports and statements as Secured Party reasonably may request with respect to the Collateral; and

(f) Debtor is duly organized under the exact name and in the state first listed above and agrees, from time to time upon request by Secured Party, to provide Secured Party a current copy of its organization documents which have been contemporaneously certified by the state in which it is organized. Debtor shall provide Secured Party advance written notice prior to changing its name, chief executive office, mailing address, organizational identification number, type of organization, jurisdiction of organization or other legal structure.

4. Other Covenants of Debtor. So long as any of the Obligations, including the Promissory Note or this Agreement or any part thereof, remains unpaid or unperformed, Debtor further covenants and agrees that they:

(a) shall not sell, lease or otherwise transfer or dispose of the Collateral without prior notice to and consent of the Secured Party, other than (i) the disposition of inventory in the ordinary course of business, and (ii) sales or dispositions of obsolete items of equipment;

(b) shall protect and maintain the Collateral in good condition in each of the locations where it is currently located, notify Secured Party of any change in address of the Collateral from the current address and provide fire (including so-called extended coverage), theft, and other risk insurance in form and amount customary in Debtor's business and reasonably satisfactory to Secured Party, with any loss payable to Secured Party to the extent of its interest, and shall deliver to Secured Party insurance certificates and policies evidencing such compliance upon request;

(c) shall promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral;

(d) shall keep the Collateral free and clear from all claims, liens or encumbrances, except for the security interest granted hereby and as disclosed in Section 3 above;

(e) Debtor will not, without prior written consent of Secured Party, change its legal name, identity, type of organization, jurisdiction, corporate structure, location of its chief executive offices or principal place of business, or its organizational identification number. Debtor will, prior to any change described in the preceding sentence, take all actions reasonably requested by Secured Party to maintain the perfection and priority of Secured Party's security interest in the Collateral;

(f) shall execute, deliver or endorse any and all instruments, documents, assignments, security agreements or other agreements and writings which Secured Creditor may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Creditor's rights under this Agreement;

(g) shall, at the request of Secured Party, receive as the sole and exclusive property of Secured Party and as trustee for Secured Party, all monies, checks, notes, drafts and all other payments for and/or proceeds of Collateral which come into the possession or under the control of Debtor and immediately upon receipt thereof, Debtor shall remit same (or case the same to be remitted), in kind, to Secured Party or at Secured Party's direction, and shall apply the same to and on account of the Obligations; and

(h) shall pay when due or reimburse Secured Party on demand for all costs of collection of any of the Obligations and all other out-of-pocket expenses (including all reasonable attorney's fees) incurred by Secured Party in connection with the creation, perfection, satisfaction, protection, defense or endorsement of the security interest or the creation, continuance, protection, defense or enforcement of this Agreement or any or all of the Obligations, including expenses incurred in any litigation, bankruptcy or insolvency proceedings.

5. Events of Default. Debtor shall be in default under this Security Agreement upon the happening of any of the following events:

(a) Any Event of Default under the Note;

(b) Any representation or warranty made by Debtor in this Agreement proves to be materially false or misleading;

(c) Debtor materially breaches its Obligations or any of its other covenants, obligations or duties under this Agreement or any other instrument, document or agreement with the Secured Party;

(d) Debtor files a petition in bankruptcy, insolvency or receivership; or if such petition is filed against Debtor and is not dismissed within thirty (30) days of filing; or if Debtor makes an assignment for the benefit of creditors; or if Debtor dissolves, liquidates or ceases the active conduct of its business; or

(e) A garnishment, summons or a writ of attachment is issued against or served upon Secured Party regarding the attachment of any property of Debtor or any indebtedness owing to Debtor.

6. Remedies Upon Default. Upon the occurrence of an Event of Default as set forth in the preceding paragraph, Secured Party may exercise any and all of the following remedies provided hereunder or under applicable law. No exercise of any one or more of such remedies shall preclude Secured Party from exercising any other such remedy at the same time or any other time. Secured Party may:

(a) Declare the balance of all amounts owing under any of the Obligations, including the sums to be paid under the Note, to be due and payable immediately, without having to serve any notice of default upon Debtor;

(b) Exercise any and all of the remedies of a Secured Party under the Uniform Commercial Code with respect to the Collateral, including the right to offer and sell the Collateral privately to purchasers. Secured Party may require Debtor to assemble the Collateral and make it available to it at a place designed as reasonably convenient to both parties. If notice to Debtor is required by law in a particular instance, such notice shall be deemed to be commercially reasonable if given at least ten (10) calendar days prior to the date of the intended disposition or other action. Debtor will pay any deficiency that may remain after exercise of such rights, and any funds of Debtor in hands of Secured Party from insurance premium refunds or otherwise, may be applied thereon. All of Secured Party's rights hereunder are cumulative and no waiver of any default shall affect any subsequent default; and

(c) If Debtor fails to perform any of the obligations set forth in Section 4 above, may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including, without limitation, the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or agreements with account Debtors or other obligors, the execution of financing statements and the endorsement of instruments; and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable under the Note. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-

fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 6.

7. No Waiver. This Agreement can be waived, modified, amended, and terminated only explicitly in writing signed by Secured Party and Debtor. This Agreement can be discharged, and the Security Interest can be released only explicitly in writing or an acknowledgement signed by Secured Party. A waiver shall be effective only in the specific instance and for the specific purpose given. Waiver by Secured Party of any default hereunder shall not be a waiver of any default or of the same default on a later occasion. No delay or failure by Secured Party to exercise any right or remedy shall be a waiver of such right or remedy. No single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise of such right or remedy at any other time.

8. Account Verification and Collection Rights of Secured Party. At any time after the occurrence of an Event of Default, Secured Party shall have the right to verify any accounts in the name of Debtor or in Secured Party' own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party for that purpose. Secured Party may, at any time after the occurrence of an Event of Default, notify any account Debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time, after the occurrence of an Event of Default, Debtor will so notify such account Debtors and other obligors in writing and will indicate on all invoices to such account Debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account Debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account Debtor or other obligor.

9. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of banker's lien, offset, or counterclaim, which right Debtor hereby grants to Secured Party.

10. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application.

11. Notices. All notices to be given to Debtor shall be deemed sufficiently given if delivered or mailed by nationally recognized courier (e.g., FedEx, DHL) for overnight delivery, registered or certified mail, postage prepaid, to Debtor at its address set forth above or at the most recent address shown on Secured Party's records.

12. Disclaimer of Obligations. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to act upon the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order or application.

13. Survival. All representations, warranties and covenants contained in the Security Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

14. Modification. No waiver, modification, amendment or termination of this Agreement or any provision hereof shall be effective unless contained in a writing signed by the party to be bound thereby.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective heirs, representatives, successors and assigns.

16. Applicable Law. This Agreement and all rights and obligations hereunder shall be governed by and interpreted under the laws of the State of Minnesota, without application of any choice of law considerations.

17. Entire Agreement. This Agreement represents the only agreement among the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral, relating thereto. Copies of this Agreement with signatures transmitted electronically (e.g., by email facsimile or pdf) shall be deemed to be original signed versions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Miracle-Ear, Inc. (Secured Party)	**«Franchisee»** (Debtor)
By:_____	By:_____
Emiliano Di Vincenzo	
Its: EVP Americas of Amplifon (USA), Inc.	Its:_____

AMORTIZATION SCHEDULE

Name: «Maker»

Subject: «M_6digit_CF»
Supplemental (Schedule 2B)

PV	$«Sch_2B_»
Interest - Yr	6%
Interest - Mo	0.5%
Term	60
PMT	$«Sch_2B_Mo»

EXHIBIT I

ACQUISITION PROGRAM AGREEMENT, PROMISSORY NOTE, GUARANTY AND SECURITY AGREEMENT

FRANCHISEE ACQUISITION PROGRAM AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of _____ (the "Effective Date"), by and among Miracle-Ear, Inc. ("Franchisor") and [FRANCHISEE LEGAL BUSINES NAME] ("Franchisee"), _____ ("Franchise Guarantor(s)").

RECITALS

A. Franchisor and Franchisee are parties to a Miracle-Ear Franchise Agreement known as CF____, dated _____ including amendments, addendums, or revisions incorporated therein (the "Franchise Agreement").

B. Franchisee desires to acquire [# of Stores] retail location(s) (the "Location(s)") which sell hearing aids and hearing aid related products outside of the Miracle-Ear® franchise system (the "Business") within the boundaries of Franchisee's Territory, as defined in the Franchise Agreement, and to operate the Locations under the Franchise Agreement.

C. Franchisor is willing to provide Franchisee with certain financial assistance for the acquisition of the Business and rebranding of the Locations, as set forth below.

In consideration of the mutual promises, covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee and Franchisor agree as follows:

AGREEMENT

1. **Financial Assistance.** Subject to compliance with the terms of this Agreement, Miracle-Ear agrees to extend Franchisee the financial assistance, set forth below. Financial assistance will be released to Franchisee by Franchisor within 14 days of Franchisee's provision to Franchisor of an executed purchase agreement between Franchisee and Business's authorized representatives which is acceptable to Miracle-Ear in its sole discretion.

    a. Acquisition Financing. Miracle-Ear agrees to loan Franchisee $_____ for the acquisition of the Business. Such loan shall be in the form of a promissory note, security agreement, and personal guarantee(s), attached hereto as Exhibit A, at an interest rate equal to that of the then current mid-term Applicable Federal Rate per annum, with annual payments for a term of 5 years.

    b. Loan Forgiveness. Notwithstanding anything in this Agreement or the Note to the contrary, for each twelve (12) month period in which the Franchisee's Business, in the aggregate, meets the minimum unit sales target ("Unit Sales Target") of ____ units at wholesale and that retail units sales must be equal to ____ units or greater for the acquired unit at [Location Addresses], the Franchisor agrees to forgive the principal and any interest accruing on the Loan as follows:

        (i) Forgiveness Unit Sales Targets.

Payment Due Date	Unit Sales Target	Amount Forgiven
Note 1st Anniversary Date* + 30 days	___ units	20% of original Note amount and accrued interest
Note 2nd Anniversary Date + 30 days	___ units	20% of original Note amount and accrued interest
Note 3rd Anniversary Date + 30 days	___ units	20% of original Note amount and accrued interest
Note 4th Anniversary Date + 30 days	___ units	20% of original Note amount and accrued interest
Note 5th Anniversary Date + 30 days	___ units	20% of original Note amount and accrued interest

*Note 1st Anniversary Date = 1 Year from Effective Date

c. Commencing on the first Payment Due Date and each Payment Due Date thereafter as long as the Note is outstanding, the following shall apply:

(i) Franchisee will submit to Franchisor a written statement certifying that it (1) has met the applicable Unit Sales Target for the preceding twelve-month period, or (2) has reached a certain percentage of the Unit Sales Target for the preceding twelve-month period.

(ii) Franchisor will then forgive an amount under the Note equal to the percentage of the Unit Sales Target met by Franchisee (e.g., if 100% of the Unit Sales Target is met, Franchisor will forgive 100% of the potential 20% forgiveness of the original Note amount and accrued interest for that annual period; if 50% of the Unit Sales Target is met, Franchisor will forgive 50% of the potential 20% forgiveness of the original Note amount and accrued interest for that annual period.

(iii) If Franchisee fails to meet the total applicable Unit Sales Target in a given twelve-month period, Franchisee will pay to the Franchisor, by the Payment Due Date, the difference between the amount owed for that total twelve-month period and the amount forgiven by Franchisor; and

(iv) The Unit Sales Target reset each twelve-month period on the applicable anniversary date of the Note and unit sales exceeding the Unit Sales Target in a given twelve-month period do not roll forward to the following twelve-month period.

d. If Franchisee fails to deliver to Franchisor its annual certification pursuant to Section 1(c)(i) or the required Note payment, and such failure continues for thirty (30) days, such failure shall constitute an Event of Default as defined herein.

e. Upon the Franchisee's full repayment of the Note, taking into account the Franchisor's forgiveness as provided in this Section 1, the Franchisor shall mark the Note "cancelled" and shall return the Note to the Franchisee.

f. Closure. Given that the Business was a non-branded Miracle-Ear business, Franchisee, given its willingness to acquire the Business and convert it to the Miracle-Ear brand, shall have the right, in its sole discretion, to at any time to close the location without it being a deemed a default or breach of this Agreement or the Franchise Agreement; provided, however, Franchisee and Guarantors will pay in full the outstanding balance under the Note (as provided for in this Agreement) within ten (10) days after any such closure.

2. Location Operational Standards, Location Rebranding, and Product Limited Waiver.

a. Operational Standards. On the Effective Date, Franchisee must immediately begin operating the Locations as Miracle-Ear® Centers under and according to the Franchise Agreement and any and all then-current operations standards.

b. Location Rebranding. Franchisee shall have sixty (60) days to undertake such steps and to make such expenditures as required by Miracle-Ear for the rebranding of the Locations as Miracle-Ear® Centers.

c. Limited Waiver for Non-Miracle-Ear Product.

(i) If authorized by the applicable non-Miracle-Ear brand, and for the expressed purpose of facilitating a smooth transition of Business' brand offerings to its customers, Miracle-Ear agrees to waive, on a limited basis, the restrictions provided in Section 4D(4) of the Miracle-Ear Franchise Agreement for a period not to exceed 60 days from the Effective Date of the Franchise Agreement, but only to the extent necessary to allow Locations to continue to offer and/or sell the non-Miracle-Ear brands which they offered prior to the Effective Date of the Franchise Agreement.

(ii) Notwithstanding the above, if authorized by the applicable non-Miracle-Ear brand, and for the expressed purpose of allowing a customer who has purchased a hearing aid(s) from Business prior to the Closing Date to continue to receive at a Location warranty replacement, service and repair, or sale of a binaural unit to match customer's existing unit for non-Miracle-Ear products purchased from Business prior to the Effective Date, Miracle-Ear agrees to waive, on a limited basis, the restrictions provided in Section 4D(4) of the Miracle-Ear Franchise Agreement, but only to the extent necessary to allow Business to service non-Miracle-Ear products purchased prior to the Effective Date at a Location.

3. Representations and Warranties of Franchisee.

a. Advice of Legal Counsel and Accountants. Franchisee and Guarantor have consulted with and have been represented by legal counsel and accountants of their own choice in connection with the meaning, interpretation, negotiation, drafting, execution and delivery

of this Agreement, and the documents related to this transaction, including any and all Business acquisition agreements. Franchisee and Guarantor understand, and have been fully advised by their respective representatives, the effects of this Agreement, and the documents related to this transaction, including potential tax liability, federal and state which may arise, and Franchisee and Guarantor have taken into consideration such potential effects in their decisions to enter into such contracts and perform their obligations hereunder and thereunder.

b. No Reliance upon Franchisor. Except as expressly set forth herein, none of Franchisor, its related persons and representatives has made any express or implied representations and warranties of any type, whether oral or written, to Franchisee or Guarantor regarding the Business acquisition or any of the transactions contemplated by this Agreement, there are no other express or implied representations or warranties by Franchisor or any of its related persons or representatives under or in connection with this Agreement, or any of the transactions contemplated by this Agreement, and neither Franchisee nor Guarantor has relied on any oral or written statements of Franchisor or any of its related persons or representatives, except for written covenants expressly contained herein.

c. Default of Indebtedness. The Franchisee is not in default in the payment of the principal of or interest on any indebtedness or under any instrument or agreement under or subject to which any indebtedness has been issued and no event has occurred under the provisions of any such instrument or agreement which with or without the lapse of time or the giving of notice, or both, constitute or would constitute an event of default thereunder.

4. **No Representations or Warranties by Franchisor.** Franchisor makes no representations or warranties regarding the Business acquisition or the future performance of the Business Locations.

5. **Default.**

a. Events of Default. Each of the following events shall constitute and "Event of Default" under this Agreement: (i) The failure of any of the Business and Guarantors to promptly, punctually or faithfully perform any material term or condition of this Agreement; (ii) If any representation or warranty of any of the Business and Guarantors in this Agreement or any other agreement with Miracle-Ear is untrue or inaccurate in any material respect when made.

b. Cross-Default. In consideration of Miracle-Ear executing this Agreement, Franchisee and Guarantor(s) agree that default under any agreement between Miracle-Ear and Franchisee and/or Guarantor(s) (the "Miracle-Ear Agreements") shall constitute an event of default under each and every Miracle-Ear Agreement and, notwithstanding any existing provision in such agreements to the contrary, shall automatically terminate each of the Miracle-Ear Agreements without further notice from Miracle-Ear to any party unless otherwise required by applicable law, and Miracle-Ear may proceed to protect and enforce its rights either by suit in equity and/or by an action at law, whether to enforce the payment of the sums due under the Miracle-Ear Agreements or to enforce any other legal or equitable remedies or rights Miracle-Ear may have.

6. **Notices.** All notices, consents or other communications under this Agreement shall be in writing, and shall be sufficiently given if personally delivered, sent by electronic notice or by certified mail with return receipt requested, as follows:

If to Miracle-Ear: Miracle-Ear, Inc.
150 South 5th Street, Suite 2300
Minneapolis, MN 55402
Attn: Franchise Administration Department

If to Franchisee: _____
_____
_____
_____

or to such persons or places as Miracle-Ear or Franchisee, respectively, may direct by written notice to the other party hereto. Such notices, consents or other communications shall be deemed delivered and received (a) on the date delivered, if delivered personally; or (b) on the earlier of actual receipt or three business days after being sent, if sent by certified mail.

7. WAIVER OF JURY TRIAL

THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY TO THIS AGREEMENT OR OPERATIVE DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

8. MISCELLANEOUS

a. Interpretation. This Agreement has been prepared after extensive negotiations between the parties hereto, and if any ambiguity is contained herein then in resolving such ambiguity no weight shall be given in favor of or against either party solely on account of its drafting this Agreement.

b. Choice of Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, successors and permitted assigns. The parties hereto acknowledge and agree that the United States District Court for Minnesota, shall be the venue and exclusive proper forum in which to adjudicate any case or controversy arising, either directly or indirectly, under or in connection with this Agreement, or related documentation and any other agreement between Miracle-Ear and the Franchisee and Guarantors, and the parties further agree that, in the event of litigation arising out of or in connection with this Agreement, the Miracle-Ear Agreements or related documentation or any other agreement between Miracle-Ear and the Franchisee and Guarantors in these courts, they will not contest or challenge the jurisdiction or venue of these courts; provided however, Franchisee waives, to the fullest extent permitted by law, the rights and protections that may be provided through the franchise or business opportunity laws of any state other than the state in which their Territory is located. Any controversy relating to this Agreement or any modification or extension of it and any proceeding relating thereto shall be held in Minneapolis, Minnesota.

c. Amendment. This Agreement and the other documents being executed and delivered pursuant hereto constitute the full and entire agreement and understanding between the parties hereto with respect to the subject matter hereof. No amendment hereto shall be effective unless it is in writing and signed by all of the parties hereto.

d. Binding Effect. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, assigns, executors, personal representatives and administrators.

e. Titles. The titles of the provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

f. Severability. If one or more of the provisions contained in this Agreement or in any document contemplated hereby, or any application thereof, shall be invalid, illegal or unenforceable, in any respect under the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein and therein, and any application thereof, shall not in any way be affected or impaired thereby or under the laws of any other jurisdiction.

g. Integration. This Agreement contains the entire agreement of the parties concerning the subject matter hereof, and supersedes all prior communications, understandings and agreements. No representations, promises or agreements, oral or otherwise, not contained herein shall be of any force or effect.

h. No Third-Party Benefit. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties to this Agreement or their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

i. Confidential Agreement. The Franchisee and Guarantors each acknowledge and agree on their own behalf and for any successor in interest, including without limitation any bankruptcy trustee, that the terms of this Agreement are confidential.

j. Assignability. The Franchisee and Guarantors each agree that the rights and obligations of Miracle-Ear under this Agreement and any related agreement shall be freely assignable by Miracle-Ear without the consent of the Franchisee and Guarantors. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by Franchisee or Guarantors (whether by operation of law or otherwise) without the prior written consent of the Miracle-Ear. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns, heirs, personal representatives and executors.

k. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery of an executed copy of this Agreement by facsimile, pdf, email or other means of electronic communication will be deemed to be delivery of an original of this Agreement and as effective as delivery of a manually executed counterpart.

ACKNOWLEDGED AND ACCEPTED, with the intent to be legally bound.

MIRACLE-EAR, INC.

By: _____
Emiliano Di Vincenzo
Its: EVP Americas of Amplifon (USA), Inc.

[FRANCHISEE LEGAL BUSINESS NAME]

By: _____
Name: _____
Its: _____

GUARANTORS

By: _____
[Printed Name]

By: _____
[Printed Name]

SCHEDULE 1
LOCATION REBRANDING REQUIREMENTS

[List of Requirements]

EXHIBIT A
ACQUISITION PROMISSORY NOTE, SECURITY AGREEMENT, and PERSONAL GUARANTY

[To be Inserted]

EXHIBIT B
REBRANDING PROMISSORY NOTE, SECURITY AGREEMENT, and PERSONAL GUARANTY

[To be Inserted]

PROMISSORY NOTE

[$_____] **EFFECTIVE DATE: _____**

FOR VALUE RECEIVED, the undersigned, [FRANCHISEE LEGAL BUSINESS NAME], ("**Borrower**"), promises to pay to the order of **MIRACLE-EAR, INC**., a Minnesota corporation whose principal business address is Fifth Street Towers, 150 S 5th St Suite 2300, Minneapolis, MN 55402, (together with its successors and assigns called "**Lender**"), the principal sum of USD $_____, together with interest upon the principal balance remaining outstanding from time to time, in payments as set forth and subject to the terms and conditions below and the terms and conditions of that certain Franchisee Acquisition Program Agreement of even date herewith. The indebtedness evidenced by this Promissory Note ("**Note**") is referred to herein as the "**Loan**."

1. **TERM.** The "**Maturity Date**" of this Note shall be five (5) years from the Effective Date listed above.

2. **INTEREST.** All unpaid principal under this Note will bear interest at a fixed rate equal to that of the then current mid-term Applicable Federal Rate per annum (the "**Note Rate**"). All interest payable hereunder shall be computed on the basis of a year consisting of three hundred sixty (360) calendar days comprised of twelve (12) months of thirty (30) days each.

3. **DEFAULT RATE.** At any time that an uncured Event of Default is outstanding and continues beyond any applicable cure period contained in the Franchisee Acquisition Program Agreement between Lender and Borrower, this Note will bear interest at a rate which is four and 00/100 (4.00) percentage points in excess of the Note Rate otherwise in effect, but in no event at a rate greater than the maximum interest rate that may be paid on the Loan under the laws of the State of Minnesota ("**Default Rate**").

4. **PAYMENTS.** Borrower shall make payments according to the following paragraphs to Lender at its address appearing above or as later communicated to Borrower in writing, in immediately payable U.S. funds. All payments shall be first applied to Lender's costs and expenses which are reimbursable under the terms of this Note or any Loan Document (as defined below); then to accrued and unpaid interest; and finally, to unpaid principal. If any payment due date is a Saturday, Sunday, or banking holiday observed by Lender, the due date of the payment shall automatically be extended to the next following banking business day. Borrower shall have the right at any time to prepay this Note, in whole or in part, without penalty or premium.

   4.1. **Payment Due Dates**. "**Payment Due Dates**" are as follows:

   (i) Payment Due Date No. 1: Note 1st Anniversary Date + 30 days
   (ii) Payment Due Date No. 2: Note 2nd Anniversary Date + 30 days
   (iii) Payment Due Date No. 3: Note 3rd Anniversary Date + 30 days
   (iv) Payment Due Date No. 4: Note 4th Anniversary Date + 30 days
   (v) Payment Due Date No. 5 (Maturity Date): Note 5th Anniversary Date + 30 days

   4.2. **Principal and Interest Payments**. Commencing on Payment Due Date No. 1 and continuing on each Payment Date thereafter through and including Payment Due Date No. 5 (Maturity Date), Borrower shall make payments of interest, in arrears, plus twenty percent (20%) of the original Note amount.

4.3. **Final Payment.** All outstanding principal accrued and unpaid interest, late payment charges, and other amounts chargeable under this Note and the Loan Documents (defined below) shall be due and payable in full on the Maturity Date.

5. **LATE PAYMENT CHARGE.** If Borrower fails to make any annual payment on or before ten (10) days after the Payment Date, a late charge of two and 00/100 percent (2.00%) of the payment amount due will be charged by Lender, provided that no late charge shall be assessed upon the date of the final payment, whether after maturity or upon acceleration. A tender to Lender of any annual payment after the Payment Date which does not include the late charge may be rejected as insufficient or Lender may accept the tendered amount as a partial payment without waiving Lender's right to receive the late payment charge. This Note will remain in default and interest at the Default Rate will accrue until the late payment charge is paid. The late payment charge shall be paid without prejudice to Lender's rights to collect other amounts due hereunder or to declare a default under this Note or any other Loan Document.

6. **SECURITY.** This Note shall be secured by the following instruments executed by Borrower and other individuals and entities on or about even date herewith:

6.1. The Franchisee Acquisition Program Agreement.

6.2. The Payment Guaranty; and

6.3. The Security Agreement.

This Promissory Note, the Security Agreement, the Payment Guaranty and the Franchisee Acquisition Program Agreement may be collectively referred to as, the "**Loan Documents**".

7. **EVENTS OF DEFAULT.** The occurrence of an "Event of Default" under the Franchisee Acquisition Program Agreement shall be an Event of Default under this Note.

8. **REMEDIES.** Upon the occurrence of any Event of Default and the continuation of such event beyond any applicable cure period contained in the Franchisee Acquisition Program Agreement (if any), upon Lender's election, the outstanding principal balance of this Note, all accrued and unpaid interest, and all other amounts, fees, and charges due under the Loan Documents shall immediately become due and payable, and Lender shall have the right to enforce its liens and security interests and exercise any rights under the Loan Documents in accordance with applicable law and/or principles of equity. The order and manner of Lender's remedies shall be in its sole and absolute discretion.

9. **COSTS AND EXPENSES.** Immediately upon Lender's demand, Borrower shall reimburse Lender for all reasonable costs, including but not limited to reasonable attorneys' fees, court costs, and discovery expenses, incurred in connection with the collection of any sums due under this Note.

10. **USURY.** All provisions of this Note which call for the payment of interest are intended to comply in all respects with all applicable usury statutes and regulations. If the terms of this Note would require the payment of interest in excess of the amount permitted by any applicable law or regulation, the terms of this Note shall be deemed to be modified to comply with all such applicable laws or regulations without any action by either party. If Lender receives interest in excess of the amount permitted by any applicable law or regulation, the excess portion of the interest received shall be deemed to be a prepayment of principal without premium as of the date received.

11. **WAIVER.** To the fullest extent permitted by law, Borrower, all guarantors, and all endorsers and sureties irrevocably: (a) waive (i) presentment for payment, (ii) notice of dishonor, (iii) notice of nonpayment (unless expressly required by the Loan Documents), (iv) protest, (v) notice of protest, (vi) demand, (vii) other notices of every kind (unless expressly required by the Loan Documents), (viii) notice of intent to accelerate and notice of acceleration, and (ix) all rights to plead any statute of limitations as a defense to any action hereunder; (b) consent that the time of payment of any installment may be extended from time to time, that all or any part of the collateral securing this Loan may be released, and that any person liable under this Note may be released, all without notice, and all without affecting the liability of any person or the lien on that portion of such collateral not expressly released; and (c) agree that no delay in enforcing any remedy under this Note or any Loan Document shall be construed to be a waiver of that or any other remedy.

12. **REVIVAL OF LIABILITY.** If any payments or proceeds received by Lender are subsequently invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid to a trustee, to Borrower (directly or as a debtor-in-possession), to a receiver, or any other person, whether directly or indirectly, under any bankruptcy law, state or federal law, common law, or equitable cause, then Borrower's obligation to make all such payments shall be revived and shall continue in full force and effect as if such payment or proceeds had never been received by Lender.

13. **NOTICES.** All communications required hereunder or in the Loan Documents shall be given to Borrower and Lender at their respective addresses set forth in the Franchisee Acquisition Program Agreement, or at such other addresses as either party may designate by notice given in accordance with the terms of this paragraph. All communications required or permitted pursuant to this Note shall be in writing and shall be deemed to have been properly given and received in accordance with the Franchisee Acquisition Program Agreement.

14. **MISCELLANEOUS.** (a) This Note shall be binding on Borrower and Borrower's successors and assigns and shall inure to the benefit of Lender and Lender's successors and assigns. The Borrower may not assign any of its rights or obligations hereunder without the prior written consent of the Lender. (b) Headings are inserted into this Note for convenience only and shall not be considered in construing any provision. (c) This Note shall be deemed to have been executed in and performed in the State of Minnesota and shall be governed by its laws. (d) This Note may not be amended, nor any of its provisions waived, without the written consent of Borrower and Lender. (e) Time shall be of the essence of this Note, but no delay or deferral in exercising any remedies after an Event of Default shall be deemed a waiver of such remedies. (f) The provisions of this Note are severable. If any judgment is hereafter entered holding any provision of this Note to be invalid or unenforceable, then the remainder of this Note shall not be affected by such judgment, and the remaining terms of this Note shall be carried out as nearly as possible according to its original terms. (g) The term "**person**" includes, but is not limited to, natural persons, corporations, partnerships, trusts, limited liability companies, joint ventures, and/or other legal entities. (h) No inference in favor of, or against, any person shall be drawn from the fact that such person has drafted all or any part of this Note or any other Loan Document. (i) The term "**modified**" means amended, changed, extended, renewed, altered, terminated, or canceled.

15. **VENUE.** Borrower irrevocably agrees that subject to Lender's sole and absolute election, Lender may bring suit, action, or other legal proceedings arising out of this Note in courts located in Hennepin County, Minnesota, whether local, state, or federal. Borrower hereby consents to the jurisdiction of such courts and waives any rights Borrower may have to request a change of venue or a removal to another court.

16. **WAIVERS OF JURY TRIAL.** To the fullest extent permitted by law, Borrower and all endorsers, sureties, or guarantors hereby irrevocably and severally: (a) waive the right to a trial by jury in any action or proceeding brought by any party in connection with this Note, any Loan Document, or any modification thereof; (b) have made this waiver knowingly, intentionally, and voluntarily; (c) acknowledge no reliance upon any oral or written statements made by Lender or on Lender's behalf, other than those contained herein or in any other Loan Documents, either to induce this waiver of trial by jury or to modify or nullify its effect; (d) acknowledge reading and understanding the meaning and ramifications of this waiver provision; and (e) agree to take all such actions as may be required by applicable law to allow this waiver to be enforceable. By accepting this Note, Lender waives the right to a trial by jury in any action or proceeding brought by any party in connection with this Note.

Borrower acknowledges receipt of a copy of this Note at the time of the execution hereof and copies of all other documents executed by Borrower in connection herewith.

IN WITNESS WHEREOF, the undersigned has executed this Promissory Note as of the date first written above.

[FRANCHISEE LEGAL BUSINESS NAME]

By: _____

Name: _____
Its: _____

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("**Agreement**") is made as of _____ between [FRANCHISEE LEGAL BUSINESS NAME] ("**Debtor**"), and MIRACLE-EAR, INC., a Minnesota corporation (together with its successors and assigns called "**Lender**").

RECITALS

The following recitals are a material part of this Agreement.

A. Lender and Debtor are parties to that certain Franchisee Acquisition Program Agreement of even date herewith, pursuant to which, and subject to the terms and conditions thereof, Lender is making a loan for the benefit of the Debtor (as amended, modified, restated or supplemented from time to time or hereafter, the "**Acquisition Program Agreement**"). Capitalized terms used and not defined in this Agreement have the meanings given to them in the Acquisition Program Agreement. All other terms contained in this Agreement, unless the context indicates otherwise, have the meanings provided for in Title 26 of the U.S. Code (the "**Code**") to the extent the same are defined therein.

B. To induce Lender to enter into the Acquisition Program Agreement, Debtor has agreed to grant to Lender a security interest in all of its existing and future property to secure all of its obligations under the Acquisition Program Agreement and the Promissory Note issued by Debtor as even date herewith and the other related loan documents (collectively, "**Obligations**").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Debtor and Lender agree as follows:

1. Grant of Security Interest. Debtor by this Agreement grants to Lender a security interest in all of Debtor's respective right, title and interest in all of its respective property and interests in property, wherever located, whether such property or right, title or interest therein or thereto is now owned or existing or hereafter acquired or arising, including all of the following (collectively, the "**Collateral**"):

   1.1. All accounts and accounts receivable (including health-care insurance receivables and all other present and future rights to payment for goods, merchandise or inventory sold or leased or for services rendered, including those which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance), proceeds of any letters of credit on which Debtor is named as beneficiary, contract rights, chattel paper (whether tangible or electronic), instruments (including promissory notes and instruments evidencing indebtedness owed to Debtor by any of its affiliates), documents, insurance proceeds, and all such obligations whatsoever owing to Debtor, whether or not the same are listed on any schedules, reports or assignments furnished to Lender from time to time, together with all instruments and all documents of title representing any of the foregoing, all rights in any goods, merchandise or inventory that any of the same may represent, all rights in any returned or repossessed goods, merchandise and inventory, and all right, title, security and guaranties with respect to each of the foregoing, including any right of stoppage in transit, replevin and reclamation and all other rights and remedies

of an unpaid vendor or lienor, and any liens held by Debtor as a mechanic, contractor, subcontractor, processor, materialman, machinist, manufacturer, artisan or otherwise;

1.2. All equipment, machinery, motor vehicles, tools, fittings, furniture and fixtures, and all parts, accessories and accessions relating to any of the foregoing;

1.3. All inventory, general intangibles relating to or arising out of inventory, goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise goods, incidentals, office supplies, packaging materials, and any and all items (including machinery and equipment) used or consumed in the operation of the business of Debtor or which contribute to the finished product or to the sale, promotion and shipment of such inventory, goods merchandise or other personal property, wherever located, and whether or not such inventory is listed in any agreement with or reports furnished to Lender from time to time;

1.4. All general intangibles, contract rights, claims and causes of action (including claims and causes of action arising in tort, including commercial tort claims), tax refunds, insurance proceeds, rights to receive money or property generally, books, records (in whatever form maintained by or on behalf of Debtor), customer and supplier lists, ledgers, invoices, drawings, copyrights, plans, specifications, trade names, trademarks, service marks, goodwill, licenses, franchises, trade secrets, computer programs, object codes, source codes, manuals, know-how, inventions, designs, patents, patent applications, and all other intellectual property of any nature or description whatsoever;

1.5. All investment property, securities (whether certificated or uncertificated), security entitlements, securities accounts, commodity contracts, commodity accounts and all other financial assets;

1.6. All instruments, including all promissory notes, guaranties, liens, and all writings which evidence a right to the payment of money, including writings evidencing indebtedness owed to Debtor by any of its affiliates;

1.7. All chattel paper (whether tangible or electronic), including all writings which evidence both a monetary obligation and a security interest in or a lease of specific goods;

1.8. All deposit accounts, including any demand, time or like account with a financial institution (whether or not maintained with Lender) and the balances thereof, and all certificates of deposit;

1.9. All property (other than that described in subsections (a) through (h) above) in which a security interest may now or hereafter attach or otherwise be created under the Code or other applicable law; and

1.10. All additions and accessions to, replacements and substitutions for, products and proceeds of, and rents, offspring, revenues, and profits from, the property and the use or operation of the property described in subsections (a) through (i) above, whether tangible or intangible, and, to the extent not otherwise included, all payments under any insurance policy (whether or not Lender is the loss payee thereof) and under any indemnity, warranty or guaranty, payable by reason of loss or damage to, or otherwise with respect to, any of the foregoing Collateral.

To the extent that the Code does not apply to any item of the Collateral, it is the intention of Debtor, Lender and this Agreement that Lender has a common law pledge and/or collateral assignment of such item of Collateral.

2. Security for Obligations. This Agreement secures the payment and performance of all Obligations of Debtor under the Acquisition Program Agreement and associated Promissory Note.

3. Perfection; Further Assurances.

3.1. Debtor agrees that from time to time, at the sole expense of Debtor, Debtor shall promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable, or that Lender may reasonably request, in order to perfect and protect any security interest granted or purported to be granted by this Agreement or to enable Lender to exercise and enforce its rights and remedies under this Agreement with respect to any Collateral.

3.2. Debtor by this Agreement authorizes Lender to file one or more financing or continuation statements and amendments thereto relating to all or any part of the Collateral, without the signature of Debtor to the extent permitted by law. A copy of this Agreement shall be sufficient as a financing statement to the extent permitted by law.

3.3. Debtor will furnish to Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Lender may reasonably request from time to time, all in reasonable detail.

3.4. Debtor by this Agreement confirms and ratifies all UCC financing statements filed by Lender on or prior to the date of the Agreement.

3.5. All charges, expenses and fees Lender reasonably incurs in doing any of the foregoing, and any local taxes relating thereto, shall be charged to Debtor' account as a revolving advance and added to the Obligations, or, at Lender's option, shall be paid to Lender immediately upon demand.

4. Lender's Duties. The powers conferred on Lender under this Agreement are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for monies actually received by it under this Agreement, Lender shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Upon full and complete payment and performance of all of the Obligations, Lender shall release the Collateral of the Liens created and granted under this Agreement and, at Debtor's expense, execute and deliver to Debtor such documents as Debtor reasonably request to evidence such release.

5. Debtor Remains Liable; Disposition of Collateral; Collateral Protection.

5.1. Notwithstanding anything in this Agreement to the contrary, (i) Debtor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Lender of any of its rights under this Agreement shall not release Debtor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (iii) Lender shall not have any

obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall Lender be obligated to perform any of the obligations or duties of Debtor thereunder or to take any action to collect or enforce any claim for payment assigned under this Agreement.

5.2. Debtor shall perform, keep, and observe all of the terms, provisions, conditions, covenants, or agreements with respect to the Collateral contained in the Acquisition Program Agreement and the other associated loan documents. Additionally, and without limiting the foregoing, but subject to the rights of Debtor under the Acquisition Program Agreement:

5.2.1. Debtor shall safeguard and protect all Collateral for Lender's general account.

5.2.2. Debtor shall bear the full risk of any loss of any nature whatsoever with respect to the Collateral. At Debtor's own cost and expense in amounts and with financially sound and reputable insurers which are reasonably satisfactory to the Lender, Debtor shall keep insured at all times (1) all of Debtor's property of an insurable nature, including, without limitation, all real estate, equipment, fixtures and inventories, against fire and other casualties in such a manner and to the extent that like properties are usually insured by others owning properties of a similar character in a similar locality or as otherwise required by the Lender, with the proceeds of such casualty insurance payable to the Lender, and (2) against liability on account of damage to persons or property (including product liability insurance and all insurance required under all applicable worker's compensation laws) caused by Debtor or its respective officers, directors, employees, agents or contractors in such a manner and to the extent that like risks are usually insured by others conducting similar businesses in the places where Debtor conducts its business or as otherwise required by the Lender, with the Lender being named as an additional insured under such liability policies. Debtor shall provide the Lender at least 30 days prior written notice of the termination of any insurance policy before such termination shall be effective and to agree to such other matters in respect of any such casualty insurance as provided in the Lender's loss payee endorsement provided to Debtor. In addition, Debtor will, upon request of the Lender at any time, furnish a written summary of the amount and type of insurance carried by Debtor, the names of the insurers and the policy numbers, and deliver to the Lender certificates with respect thereto.

5.2.3. If Debtor fails to obtain insurance as provided in this Agreement, or to keep the same in force, Lender, if Lender so elects, may obtain such insurance and pay the premium therefor for Debtor' account, and charge the Debtor' account therefor and such expenses so paid shall be part of the Obligations.

5.2.4. Debtor shall pay, when due, all taxes, assessments and other charges lawfully levied or assessed upon Debtor or any of the Collateral including, without limitation, real and personal property taxes, assessments and charges and all franchise, income, employment, social security benefits, withholding and sales taxes. If any tax by any governmental authority is or may be imposed on or as a result of any transaction between Debtor and Lender, which Lender may be required to withhold or pay, or if any taxes, assessments, or other charges remain unpaid after the date fixed for their payment, or if any claim shall be

made which, in Lender's opinion, may possibly create a valid lien on the Collateral, Lender may, without notice to Debtor, pay the taxes, assessments or other charges, and Debtor by this Agreement indemnifies and holds Lender harmless in respect thereof. Lender will not pay any taxes, assessments or charges to the extent that Debtor has contested or disputed those taxes, assessments or charges in good faith, by expeditious protest, administrative or judicial appeal, or similar proceeding, provided that any related tax lien is stayed and sufficient reserves are established to the reasonable satisfaction of Lender to protect Lender's security interest in or lien on the Collateral.

6. Events of Default. The occurrence of any of the following shall constitute an event of default under this Agreement (an "**Event of Default**"): (a) any "Event of Default" occurs under the Acquisition Program Agreement (giving effect to any notice and grace periods expressly provided for in such agreement) or any related loan document or promissory note; (b) Debtor fails or neglects to timely perform, keep, or observe any other term, provision, condition, covenant, or agreement contained in this Agreement and such failure or neglect continues more than fifteen (15) days after Lender sends written notice to Debtor of such failure or neglect (provided that Debtor shall not be entitled to a cure period under this Agreement if Lender determines in good faith that such failure or neglect is not capable of being cured or is not capable of being cured within such 15-day period); or (c) any representation or warranty made or furnished by Debtor in or in connection with this Agreement proves to be incorrect, incomplete or misleading in any material respect when made, or any such representation or warranty becomes incorrect, incomplete or misleading in any material respect and Debtor fails to give Lender prompt written notice thereof.

7. Remedies. If any Event of Default shall have occurred and be continuing, Lender shall have and may exercise from time to time any of the rights and remedies (a) provided in the Acquisition Program Agreement, (b) afforded to a secured party under the Uniform Commercial Code as in effect in the State of Minnesota or as in effect in any other State where any Collateral is located, and (c) otherwise available under any other applicable law, all of which rights and remedies shall be cumulative, and none of which shall be exclusive. Additionally, and without limiting the foregoing:

7.1. Lender shall have the right to take immediate possession of the Collateral, and (A) to require Debtor to assemble the Collateral, at the Debtor' expense, and make it available to Lender at a place designated by Lender which is reasonably convenient to both parties, and (B) to enter any of the premises of Debtor or wherever any of the Collateral shall be located, and to keep and store the same on such premises until sold or otherwise realized upon (and if such premises are the property of Debtor, Debtor agrees not to charge Lender for storage thereof).

7.2. Lender shall have the right to sell or otherwise dispose of all or any Collateral at public or private sale or sales, with such notice as may be required by law, all as Lender, in its sole discretion, may deem advisable. Debtor agrees that ten (10) days' written notice to Debtor of any public or private sale or other disposition of such Collateral shall be reasonable notice thereof, and such sale shall be at such locations as Lender may designate in such notice. Lender shall have the right to conduct such sales on Debtor's premises, without charge therefor. All public or private sales may be adjourned from time to time in accordance with applicable law. Lender shall have the right to sell, lease or otherwise dispose of such Collateral, or any part thereof, for cash, credit or any combination thereof, and Lender may purchase all or any part of such Collateral at public or, if permitted by

law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Obligations.

8. Indemnity and Expenses.

8.1. Debtor shall indemnify Lender and its Affiliates and each of their shareholders, directors, officers, employees and agents and hold Lender and such other indemnitees harmless from and against any liability, loss, expense, damage, suit, action or proceeding (including reasonable attorneys' fees and expenses) on or after the date of this Agreement suffered or incurred by Lender or such other indemnitees as the result of Debtor's failure to observe, perform or discharge any of Debtor's duties under this Agreement or any misrepresentation made by or on behalf of Debtor under this or that may be imposed on, incurred by, or asserted against Lender or other indemnitee in any litigation, proceeding or investigation instituted or conducted by any governmental agency or instrumentality or any other person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to this Agreement whether or not Lender or other indemnitee is a party thereto, to the extent not directly caused by the gross negligence or willful misconduct of Lender or other indemnitee.

8.2. Debtor shall upon demand pay to Lender the amount of any and all charges, costs, fees, and expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which Lender may incur following Debtor's default in connection with (i) the custody, preservation, use of, or the sale of, collection from, or other realization upon, any of the Collateral, (ii) the exercise or enforcement of any of the rights of Lender under this Agreement, and/or (iii) the failure by Debtor to perform or observe any of the provisions of this Agreement. All such fees, expenses and disbursements shall be deemed part of the Obligations secured by this Agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to any choice of law rule thereof giving effect to the laws of any other jurisdiction; provided, however, that if any of the Collateral is located in any jurisdiction other than Minnesota, then the laws of such jurisdiction shall govern the method, manner and procedure for foreclosure of Lender's security interest in such Collateral and the enforcement of Lender's other remedies in respect of such Collateral to the extent that the laws of such jurisdiction are different from or inconsistent with the laws of Missouri.

10. Organizational Representations; Executive Offices. Debtor represents and warrants to Lender as follows.

10.1. With respect to Debtor:

[Franchisee Business Name] is a limited liability company organized under the laws of the

State of _____];

Debtor's federal tax identification number is _____; and

Debtor's principal place of business is located at: _____.

If Debtor changes the address of its place of business, or if Debtor changes its name, identity, corporate structure or state of organization, then, in each case, Debtor shall give Lender not less

than ten (10) business days' prior written notice thereof and shall execute and deliver such Uniform Commercial Code financing statements or amendments thereto as Lender may request.

10.2. Debtor has full power to enter into and perform this Agreement, its Promissory Note in favor of Lender (the "**Note**") and the Obligations; this Agreement and the Obligations constitute valid and binding obligations of the Debtor. To Debtor's knowledge, the Obligations are enforceable in accordance with their terms.

10.3. The execution and delivery of this Agreement, the Note and the associated loan documents and consummation of all the transactions contemplated hereby and thereby, do not and will not conflict with, or be in contravention of, any law, order, rule or regulation applicable to the Debtor or any agreement or instrument to which the Debtor is a party or by which the Debtor or the Collateral are bound or affected, and will not result in the creation of any lien, charge or encumbrance of any nature upon the Collateral other than that contemplated hereby.

11. Miscellaneous.

11.1. No amendment or waiver of any provision of this Agreement nor consent to any departure by Debtor from the terms or provisions of this Agreement shall in any event be effective unless the same shall be in writing and signed by the party against whom enforcement of such amendment, waiver or consent is sought, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11.2. The paragraph and section headings in this Agreement are solely for convenience and shall not be deemed to limit or otherwise affect the meaning or construction of any part of this Agreement. This document shall be construed without regard to any presumption or rule requiring construction against the party causing such document or any portion thereof to be drafted. The Section and other headings in this Agreement and the index at the beginning of this Agreement are for convenience of reference only and shall not limit or otherwise affect any of the terms of this Agreement. Any pronoun used in this Agreement shall be deemed to cover all genders. The terms "include", "including" and similar terms shall be construed as if followed by the phrase "without being limited to." The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision or section of this Agreement. An Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by Lender.

11.3. If any provision or provisions of this Agreement shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Agreement shall remain in full force and effect and be binding on the parties.

11.4. This Agreement may be validly executed and delivered by fax or other electronic transmission and in one or more counterpart signature pages by different signatories thereto.

11.5. Any notice or demand Lender may wish to give shall be served upon Debtor in the fashion prescribed and at the addresses for notices to Debtor set forth for notices in the Acquisition Program Agreement.

11.6. If there is a conflict between or among the terms, covenants, conditions or provisions of this Agreement and the other related and ancillary agreements, any term, covenant, condition and/or provision that Lender may elect to enforce from time to time so as to enlarge the interest of Lender in its security for the Obligations, afford Lender the maximum financial benefits or security for the Obligations, and/or provide Lender the maximum assurance of payment and performance of the Obligations in full shall control.

12. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED-FOR CONSIDERATION TO LENDER, DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH LENDER ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS, THE COLLATERAL, OR LENDER'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING. TO EFFECTUATE THE FOREGOING, LENDER IS HEREBY GRANTED AN IRREVOCABLE POWER OF ATTORNEY TO FILE, AS ATTORNEY-IN-FACT FOR DEBTOR, A COPY OF THIS AGREEMENT IN ANY MINNESOTA COURT, AND THE COPY OF THIS AGREEMENT SO FILED SHALL CONCLUSIVELY BE DEEMED TO CONSTITUTE DEBTOR'S WAIVER OF TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR OTHERWISE RELATING TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS, THE COLLATERAL OR LENDER'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement by their respective duly authorized representatives as of the date first above written.

Lender **MIRACLE-EAR, INC.**	Borrower **[FRANCHISEE LEGAL BUSINESS NAME]**
By: _____	By: _____
Name: Emiliano Di Vincenzo Its: EVP Americas of Amplifon (USA), Inc.	Name: _____ Its: _____

PAYMENT GUARANTY

This GUARANTY (this "**Guaranty**") dated as of _____, is made by the undersigned, each an individual ("**Guarantor**"), in favor and for the benefit of MIRACLE-EAR, INC., a Minnesota corporation located at 150 South Fifth Street, Suite 2300, Minneapolis, MN 55402 ("**Lender**").

Reference is made to the Franchisee Acquisition Program Agreement, the Security Agreement, and the Promissory Note dated on or about the date hereof (the "**Underlying Agreements**"), by and between [FRANCHISEE LEGAL BUSINESS NAME] ("**Borrower**"), and Lender. In consideration of the substantial direct and indirect benefits derived by Guarantor from the transactions under the Underlying Agreements, and in order to induce Lender to loan Borrower money for the acquisition, Guarantor hereby agrees as follows:

1. Guaranty. Guarantor absolutely, unconditionally and irrevocably guarantees, as primary Borrower and not merely as surety, the full and punctual payment and performance of all present and future obligations, liabilities, covenants and agreements required to be observed and performed or paid or reimbursed by Borrower under or relating to the Underlying Agreements, plus all costs, expenses and fees (including the reasonable fees and expenses of Lender's counsel) in any way relating to the enforcement or protection of Lender's rights hereunder (collectively, the "**Obligations**").

2. Guaranty Absolute and Unconditional. Guarantor agrees that its Obligations under this Guaranty are irrevocable, continuing, absolute, and unconditional and shall not be discharged or impaired or otherwise affected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of:

(a) Any illegality, invalidity or unenforceability of any Obligation or the Underlying Agreements or any related agreement or instrument, or any law, regulation, decree or order of any jurisdiction or any other event affecting any term of the Obligations.

(b) Any change in the time, place or manner of payment or performance of, or in any other term of the Obligations, or any rescission, waiver, release, assignment, amendment or other modification of the Underlying Agreements.

(c) Any taking, exchange, substitution, release, impairment, amendment, waiver, modification or non-perfection of any collateral or any other guaranty for the Obligations, or any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations.

(d) Any default, failure or delay, willful or otherwise, in the performance of the Obligations.

(e) Any change, restructuring or termination of the corporate structure, ownership or existence of Guarantor or Borrower or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Borrower or its assets or any resulting restructuring, release or discharge of any Obligations.

(f) Any failure of Lender to disclose to Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of Borrower now or hereafter known to Lender, Guarantor waiving any duty of Lender to disclose such information.

(g) The failure of any other guarantor or third party to execute or deliver this Guaranty or any other guaranty or agreement, or the release or reduction of liability of Guarantor or any other guarantor or surety with respect to the Obligations.

(h) The failure of Lender to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Underlying Agreements or otherwise.

(i) The existence of any claim, set-off, counterclaim, recoupment or other rights that Guarantor or Borrower may have against Lender (other than a defense of payment or performance).

(j) Any other circumstance (including, without limitation, any statute of limitations), act, omission or manner of administering the Underlying Agreements or any existence of or reliance on any representation by Lender that might vary the risk of Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Guarantor.

3. Certain Waivers; Acknowledgments. Guarantor further acknowledges and agrees as follows:

(a) Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations.

(b) This Guaranty is a guaranty of payment and performance and not of collection. Lender shall not be obligated to enforce or exhaust its remedies against Borrower or under the Underlying Agreements before proceeding to enforce this Guaranty.

(c) This Guaranty is a direct guaranty and independent of the obligations of Borrower under the Underlying Agreements. Lender may resort to Guarantor for payment and performance of the Obligations whether or not Lender shall have resorted to any collateral therefor or shall have proceeded against Borrower or any other guarantors with respect to the Obligations. Lender may, at Lender's option, proceed against Guarantor and Borrower, jointly and severally, or against Guarantor only without having obtained a judgment against Borrower.

(d) Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor and any other notice with respect to any of the Obligations and this Guaranty and any requirement that Lender protect, secure, perfect or insure any lien or any property subject thereto.

(e) Guarantor agrees that its guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by Lender upon the insolvency, bankruptcy or reorganization of Borrower.

4. Subrogation. Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Guaranty until all Obligations shall have been indefeasibly paid and discharged in full.

5. Representations and Warranties. Guarantor hereby makes the following representations, warranties, and covenants (each of which shall remain materially true and correct during the term hereof): (a) Guarantor is duly organized, validly existing and in good standing under the laws of its state of formation, and Guarantor has all requisite right and power to execute and deliver this Guaranty and to perform the Obligations; (b) the execution, delivery, and performance of this Guaranty and the incurrence of the Obligations, now or hereafter owing, and the creation of liens on Guarantor's assets (i) are within the powers of Guarantor and (ii) do not require any approval or consent of, or filing with, any governmental authority or other Person (or such approvals and consents have been obtained and delivered to the Lender) and are not in contravention of any provision of law applicable to Guarantor; (c) this Guaranty and the other Loan Documents to which Guarantor is a party constitutes when delivered, valid and binding obligations of Guarantor, enforceable in accordance with their respective terms; (d) Guarantor is not a party to any indenture, loan or credit agreement, or any lease or other agreement or instrument, or subject to any restriction, which is likely to have a Material Adverse Effect; (e) Guarantor has filed all tax returns which are required to be filed (or obtained proper extensions of time for the filing thereof) and has paid,

or made adequate provision for the payment of, all taxes which have or may become due pursuant to said returns or to assessments received; (f) the financial statements and other information pertaining to Guarantor submitted to Lender are true, complete and correct in all material respects and do not contain any material misstatement of fact or omit to state a material fact or any fact necessary to make the statements contained therein not misleading; (g) there is no litigation, at law or in equity, or any proceeding before any federal, state, provincial or municipal board or other governmental or administrative agency pending or, to the knowledge of Guarantor, threatened, or any basis therefor, which involves a risk of any material judgment or liability not fully covered by insurance (other than any deductible) which is likely to be adversely determined and if so, would have a Material Adverse Effect, and no judgment, decree, or order of any federal, state, provincial or municipal court, board or other governmental or administrative agency has been issued against Guarantor which has a Material Adverse Effect; (h) the making of the Loan to Borrower will result in material benefits to Guarantor. Each of the representations and covenants of or relating to Guarantor set forth in the other Loan Documents are hereby re-made by Guarantor and incorporated herein by reference as if fully set forth herein; (i) Guarantor (1) has not entered into this Guaranty or any document with the actual intent to hinder, delay, or defraud any creditor and (2) has received reasonably equivalent value in exchange for the Obligations hereunder and under the Loan Documents; (j) Guarantor is not a "foreign person" within the meaning of Section 1445(1)(3) of the Internal Revenue Code; and (k) in addition, Guarantor hereby certifies that its personal financial statements provided to Lender in connection with the origination of the Loan did not reflect any assets held in a trust or in any similar legal entity.

6. Binding Effect. This Guaranty is binding not only on Guarantor, but also on Guarantor's heirs, personal representatives, successors, and assigns. Upon the death of Guarantor, if Guarantor is a natural person, this Guaranty shall continue against Guarantor's estate as to all of the Obligations, including that portion incurred or arising after the death of Guarantor and shall be provable in full against Guarantor's estate, whether or not the Obligations are then due and payable. If this Guaranty is signed by more than one Person, then all of the obligations of Guarantor arising hereunder shall be jointly and severally binding on each of the undersigned, and their respective heirs, personal representatives, successors, and assigns, and the term "Guarantor" shall mean all of such Persons and each of them individually. Without limitation of any other term, provision or waiver contained herein, Guarantor hereby acknowledges and agrees that it has been furnished true, complete and correct copies of the Amplifon CAP Program Promissory Note and has reviewed the terms and provisions thereof (including, without limitation, the Obligations).

7. Notices. All notices, requests, consents, demands and other communications hereunder (each, a "**Notice**") shall be in writing and delivered to the parties at the addresses set forth herein or to such other address as may be designated by the receiving party in a Notice given in accordance with this section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, facsimile, email, or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Guaranty, a Notice is effective only (a) with written confirmation of delivery or transmission; (b) upon receipt of the receiving party; and (c) if the party giving the Notice has complied with the requirements of this section.

8. Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Guarantor may not, without the prior written consent of Lender, assign any of its rights, powers or obligations hereunder. Lender may assign this Guaranty and its rights hereunder without the consent of Guarantor. Any attempted assignment in violation of this section shall be null and void.

9. Further Assurances. Guarantor at Guarantor's expense will promptly execute and deliver to Lender upon Lender's request all such other and further documents, agreements, and instruments in compliance with or accomplishment of the agreements of Guarantor under this Guaranty.

10. No Fiduciary Relationship. The relationship between Lender and Guarantor is solely that of lender and guarantor. Lender has no fiduciary or other special relationship with or duty to Guarantor and none is created hereby or may be inferred from any course of dealing or act or omission of Lender.

11. Governing Law; Service of Process. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF MINNESOTA, WITHOUT REFERENCE TO ANY CHOICE OF LAW DOCTRINE. EACH PARTY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6 HEREOF AND AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY MANNER PERMITTED BY APPLICABLE LAW.

12. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.

13. Cumulative Rights. Each right, remedy and power hereby granted to Lender or allowed it by applicable law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by Lender at any time or from time to time.

14. Severability. If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

15. Time of Essence. Time shall be of the essence in this Guaranty with respect to all of Guarantor's obligations hereunder.

16. Entire Agreement; Amendments; Headings; Effectiveness. This Guaranty constitutes the sole and entire agreement of Guarantor and Lender with respect to the subject matter hereof and supersedes all previous agreements or understandings, oral or written, with respect to such subject matter.

17. Amendments; Waiver. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective.

18. Headings. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Guaranty.

19. Counterparts. Delivery of this Guaranty by facsimile or in electronic (i.e., pdf or tif) format shall be effective as delivery of a manually executed original of this Guaranty.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first above written.

Guarantor(s)

_____
[Printed Name]

_____
[Printed Name]

_____
[Printed Name]

EXHIBIT J

FRANCHISEE DISCLOSURE ACKNOWLEDGEMENT & QUESTIONNAIRE

FRANCHISEE DISCLOSURE ACKNOWLEDGEMENT & QUESTIONNAIRE

As you know, Miracle-Ear, Inc. ("Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Acknowledgement & Questionnaire, Franchisor will be referred to as "we" or "us." Please review each of the following questions carefully and provide honest and complete responses to each question.

This Questionnaire does not apply to franchisees who intend to operate the franchised business in the State of California. Do not complete this Questionnaire or respond to any of the questions contained in the Questionnaire if you intend to operate the franchised business in the State of California.

1.	Did you receive a copy of the Disclosure Document at least fourteen (14) days prior to signing any agreement with us or paying us any money?	☐ Yes ☐ No
2.	Did you receive a copy of the Franchise Agreement at least seven (7) days prior to signing it?	☐ Yes ☐ No
3.	Have you personally reviewed the Miracle-Ear Franchise Agreement and each exhibit, addendum and schedule attached to it?	☐ Yes ☐ No
4.	Do you understand all of the information contained in the Franchise Agreement and each exhibit and schedule attached to it?	☐ Yes ☐ No
	If "No", what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.) _____ _____ _____	
5.	Have you personally reviewed our Franchise Disclosure Document we provided to you?	☐ Yes ☐ No
6.	Do you understand all of the information contained in the Franchise Disclosure Document?	☐ Yes ☐ No
	If "No", what parts of the Franchise Disclosure Document do you not understand? (Attach additional pages, if necessary.) _____ _____ _____	

7. Have you discussed the benefits and risks of operating a Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?	☐ Yes ☐ No
8. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?	☐ Yes ☐ No
9. (a) Do you understand that that this Franchise Business may be impacted by other risks, including those outside your or our control such as economic, political or social disruption? (b) Do you understand that in the event of economic, political or social disruption, the Franchised Business may be required to comply with new laws, rules and governmental orders issued in response to such disruptions, which may affect the Franchised Business?	☐ Yes ☐ No ☐ Yes ☐ No
10. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Franchised Business that we or our franchisees operate?	☐ Yes ☐ No
11. Has any employee or other person speaking on our behalf made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Franchise Disclosure Document?	☐ Yes ☐ No
12. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?	☐ Yes ☐ No
13. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document?	☐ Yes ☐ No
If you have answered "Yes" to any of questions ten (10) through thirteen (13), please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of such questions, please leave the following lines blank. _____ _____ _____	
14. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and us?	☐ Yes ☐ No

15. Do you understand that nothing in the Franchise Agreement or in our communications with one another is intended to make, or in fact makes, either you or us a general or limited partner, general or special agent, joint venturer, or employee of the other for any purpose, that the Franchise Agreement does not create a fiduciary relationship between you and us, and that we and you are and will be independent contractors during the term of the Franchise Agreement?	☐ Yes ☐ No

By signing this Questionnaire, you agree that you understand that your answers are important to us and that we will rely on them, and you are representing that you have responded truthfully and completely to the above questions.*

Name _____

Signature _____

Date _____

Miracle-Ear Acct# _____

*Do not sign this Acknowledgment Addendum if you are a Hawaii resident, or if the franchised business is to be located in Hawaii.

*Do not sign this Acknowledgment Addendum if you are a Maryland resident, or if the franchised business is to be located in Maryland.

*This Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

EXHIBIT K

FRANCHISEE ORGANIZATIONS ASSOCIATED WITH MIRACLE-EAR® CENTERS

Miracle-Ear Franchisee Advisory Council Contact Information:

Benjamin Norris
1000 3 Mile Road NW, Ste D
Grand Rapids, MI 49544
(616) 538-5300
ben@dynamitehearing.com

EXHIBIT L

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 201 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room 201 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place, 25th Floor Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48906
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 1-800-771-7755 https://ag.ny.gov/file-complaint
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, 14th Floor Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, 2nd Floor Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	P.O. Box 1197 Richmond, VA 23218 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	P.O. Box 1197 Richmond, VA 23218

Washington (State Administrator)	Department of Financial Institutions Securities Division	PO Box 41200 Olympia, WA 98504-1200
Washington (Agent)	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

In addition to the state agents, we also designate the following:

National Registered Agents, Inc. 8585 Old Dairy Road, Suite 208 Juneau, AK 99801	**National Registered Agents, Inc.** 2 North Jackson Street, Suite 605 Montgomery, AL 36104
National Registered Agents, Inc. 3800 N Central Avenue, Suite 460 Phoenix, AZ 85012	**National Registered Agents, Inc.** 320 S Izard Street Little Rock, AR 72201-2114
National Registered Agents, Inc. 330 N. Brand Blvd., Suite 700 Glendale, CA 91203	**National Registered Agents, Inc.** 7700 E Arapahoe Rd Ste 220 Centennial, CO 80112-1268
National Registered Agents, Inc. 357 E. Center Street, Ste 2 Manchester, CT 06040-4471	**National Registered Agents, Inc.** 1015 – 15th Street N.W., Suite 1000 Washington, DC 20005
National Registered Agents, Inc. 1209 Orange Street Wilmington, DE 19801	**National Registered Agents, Inc.** 1200 South Pine Island Road Plantation, FL 33324
National Registered Agents, Inc. 289 S. Culver Street Lawrenceville, GA 30046-4805	**National Registered Agents, Inc.** 900 Fort Street Mall, Suite 1680 Honolulu, HI 96813
National Registered Agents, Inc. 400 East Court Avenue Des Moines, IA 50309	**National Registered Agents, Inc.** 1555 W. Shoreline Drive, Suite 100 Boise, ID 83702 Commercial Registered Agent #CRA083
National Registered Agents, Inc. 208 S. La Salle Street, Suite 814 Chicago, IL 60604	**National Registered Agents, Inc.** 334 North Senate Avenue Indianapolis, IN 46204-1708
National Registered Agents, Inc. 112 SW 7th Street, Suite 3C Topeka, KS 66603	**National Registered Agents, Inc.** 3 Chase Avenue Augusta, ME 04330 Commercial Registered Agent #P10048 Domestic – Debra Bilodeau
National Registered Agents, Inc. 306 W. Main Street, Suite 512 Frankfort, KY 40601	**National Registered Agents, Inc.** 155 Federal Street, Suite 700 Boston, MA 02110
National Registered Agents, Inc. 3867 Plaza Tower Dr. Baton Rouge, LA 70816-4378	**National Registered Agents, Inc.** 5661 Telegraph Road, Ste 4B St. Louis, MO 63129
National Registered Agents, Inc. 2405 York Rd Ste 201 Lutherville Timonium, MD 21093-2264	**National Registered Agents, Inc.** 645 Lakeland East Drive, Suite 101 Flowood, MS 39232
National Registered Agents, Inc. 40600 Ann Arbor Rd E Suite 201 Plymouth, MI 48170-4675	**National Registered Agents, Inc.** 160 Mine Lake Court Suite 200 Raleigh, NC 27615-6417
National Registered Agents, Inc. 1010 Dale St N Saint Paul, MN 55117-5603	**National Registered Agents, Inc.** 5601 South 59th Street Lincoln, NE 68516

National Registered Agents, Inc. 3011 American Way Missoula, MT 59808	**National Registered Agents, Inc.** 820 Bear Tavern Road West Trenton, NJ 08628
National Registered Agents, Inc. 120 W Sweet Ave Bismarck, ND 58504-5566	**National Registered Agents, Inc.** 701 S Carson Street Suite 200 Carson City, NV 89701
National Registered Agents, Inc. 2 ½ Beacon Street Concord, NH 03301-4447	**National Registered Agents, Inc.** 4400 Easton Commons Way, Suite 125 Columbus, OH 43219
National Registered Agents, Inc. 206 S Coronado Ave Espanola, NM 87532-2792	**National Registered Agents, Inc.** 780 Commercial Street SE Ste 100 Salem, OR 97301
National Registered Agents, Inc. 28 Liberty Street New York, NY 10005	**National Registered Agents, Inc.** 450 Veterans Memorial Parkway Suite 7A East Providence, RI 02914
National Registered Agents, Inc. 1833 South Morgan Road Oklahoma City, OK 73128	**National Registered Agents, Inc.** 319 S Coteau Street Pierre, SD 57501 Commercial Reg. Agent #CR000011
National Registered Agents, Inc. 600 N 2nd Street, Suite 401 Harrisburg, PA 17101-1071	**National Registered Agents, Inc.** 1999 Bryan Street Ste 900 Dallas, TX 75201-3136
National Registered Agents, Inc. 2 Office Park Court, Suite 103 Columbia, SC 29223	**National Registered Agents, Inc.** 4701 Cox Road Suite 285 Glen Allen, VA 23060-6802
National Registered Agents, Inc. 300 Montvue Rd Knoxville, TN 37919-5546	**National Registered Agents, Inc.** 711 Capitol Way S, Suite 204 Olympia, WA 98501
National Registered Agents, Inc. 1108 E South Union Ave Midvale, UT 84047	**National Registered Agents, Inc.** 5098 Washington Street W., Suite 407 Charleston, WV 25313-1561
National Registered Agents, Inc. 95B Main Street Jeffersonville, VT 05464-9919	**National Registered Agents, Inc.** 301 S Bedford St., Suite 1 Madison, WI 53703
National Registered Agents, Inc. 2232 Dell Range Blvd., Suite 200 Cheyenne, WY 82009	**National Registered Agents, Inc.** 300 Kanawha Boulevard Charleston, WV 25321-0273

EXHIBIT M

State Effective Dates

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

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

State	Effective Date
California	March 28, 2025
Hawaii	
Illinois	March 28, 2025
Indiana	March 28, 2025
Maryland	
Michigan	March 28, 2025
Minnesota	
New York	March 28, 2025
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

EXHIBIT N

RECEIPTS

RECEIPT

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

Except as noted below, if Miracle-Ear, Inc. offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first person 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. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Miracle-Ear, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit L.

The franchisor is Miracle-Ear, Inc., located at 150 South Fifth Street, Suite 2300, Minneapolis, MN 55402. Its phone number is (763) 268-4000.

The name, principal business address and telephone number of each franchise seller offering the franchise is:_____

Issuance Date: March 28, 2025

Miracle-Ear, Inc. authorizes the state agencies identified on Exhibit L to receive service of process in the particular state.

I received a disclosure document dated March 28, 2025 that included the following Exhibits: A-List of MIRACLE-EAR® Centers; B-Audited Financial Statements of Miracle-Ear, Inc.; C-MIRACLE-EAR® Franchise Agreement (with attachments); D-Amplifon Hearing Health Care Participating Provider Agreement; E-CRM Services Agreement; F-Non-Compete Amendment for Legacy Franchisees; G-Asset Sale Agreement; H-Promissory Note, Guaranty and Security Agreement; I-Acquisition Program Agreement, Promissory Note, Guaranty and Security Agreement; J-Franchisee Disclosure Questionnaire; K-Franchisee Organizations we have Created, Sponsored, or Endorsed; L-List of State Administrators/Agents for Service of Process; M-State Effective Dates; N–Receipt

PROSPECTIVE LICENSEE

_____
(Print or type name of corporation, limited liability company or partnership)

Date of Receipt	Print Name	Address	Signature & Title
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Please sign this copy of the receipt, date your signature, and return it to Miracle-Ear, Inc. at our principal business address. This disclosure document is also available in pdf format through e-mail.

Franchisee's Copy

RECEIPT

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

Except as noted below, if Miracle-Ear, Inc. offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. New York requires that we give you this Disclosure Document at the earlier of the first person 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. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Miracle-Ear, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit L.

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PROSPECTIVE LICENSEE

_____

(Print or type name of corporation, limited liability company or partnership)

Date of Receipt	Print Name	Address	Signature & Title
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

Please sign this copy of the receipt, date your signature, and return it to Miracle-Ear, Inc. at our principal business address. This disclosure document is also available in pdf format through e-mail. This copy should be completed and forwarded to:

Miracle-Ear, Inc.